



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 12TH

JUSTICE STEELE

)

DAY OF JANUARY, 2024

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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**")

ASSIGNMENT ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada), as amended (the "**CCAA**"), for, among other things, an order assigning to Mastermind Toys Inc. (the "**Assignee**") all of the rights, title, interest, and obligations of Mastermind GP Inc. and Mastermind LP (collectively, the "**Mastermind Entities**") under the Assigned Contracts (defined below), as contemplated by an asset purchase agreement dated as of December 1, 2023 (as may be amended, restated, or supplemented from time to time, the "**APA**") between Mastermind LP, by its general partner, Mastermind GP Inc., as seller (the "**Seller**"), and Unity Acquisitions Inc. (or any permitted assignee under the APA), as buyer (the "**Buyer**"), and approved by this Court

by an approval and vesting order dated December 13, 2023 (the “**AVO**”), was heard this day at 330 University Avenue, Toronto, Ontario by videoconference via Zoom.

ON READING the Notice of Motion and Motion Record of the Applicant, including Affidavit #4 of Lucio Milanovich sworn January 5, 2024, and the Third Report (the “**Third Report**”) of Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor (in such capacity, the “**Monitor**”) of the Mastermind Entities, and on hearing the submissions of counsel for the Mastermind Entities, the Monitor, the Buyer and Assignee, and counsel for the other persons listed on the Participant Information Form, no one appearing for any other person on the service list, although properly served as appears from the Lawyer’s Certificate of Service of Kristine Spence dated January 5, 2024, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined have the definitions given to them in the APA or AVO, as applicable.

ASSIGNMENT OF ASSIGNED CONTRACTS

3. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate:
 - (a) all of the rights, title, interest, and obligations of the Mastermind Entities under the contracts set forth in **Schedule “A”**, including all associated or related agreements, schedules, appendices, addenda, amendments,

supplements, restatements, or other modifications made or entered into from time to time (each an “**Assigned Contract**” and collectively, the “**Assigned Contracts**”) shall be assigned, conveyed, and transferred to and assumed by the Assignee pursuant to section 11.3 of the CCAA;

- (b) with respect to the Assigned Contracts that are real property leases (each a “**Lease**” and, collectively, the “**Leases**”), the Assignee shall be entitled to all of the rights and benefits and subject to all of the obligations and restrictions as tenant pursuant to the terms of each Lease and registrations thereof for the period commencing from and after the delivery of the Monitor’s Certificate to the end of the term of the Lease and may enter into and upon and hold and have quiet enjoyment of such premises contemplated by each Lease (in each case, subject to the Assignee’s right to extend or renew such term) and, if applicable, any renewals thereof, for the Assignee’s own use and benefit, all in accordance with the terms of the applicable Lease, and subject to the terms of this Order and the applicable Leases, without any interruption from the Mastermind Entities, the landlords under the Leases, or any person whomsoever claiming through or under any of the Mastermind Entities or the landlords under the Leases;
- (c) with respect to the Assigned Contracts that are not Leases, the Assignee shall be entitled to all of the rights and benefits and subject to all of the obligations and restrictions pursuant to the terms of each Assigned Contract;

(d) the Assigned Contracts shall remain in full force and effect and each counterparty to an Assigned Contract shall be prohibited from exercising any rights or remedies under such Assigned Contract and shall be forever barred, enjoined, and estopped from taking any such action (including, without limitation, any right of set off against Buyer and Assignee in respect of defaults having occurred before the Closing Time) solely by reason of:

- (i) any defaults arising from the insolvency of the Mastermind Entities;
- (ii) the commencement of these CCAA Proceedings;
- (iii) any defaults and/or recapture rights arising from the assignment of the Assigned Contracts to the Assignee;
- (iv) the Mastermind Entities having breached a non-monetary obligation under an Assigned Contract, unless, with respect to any Lease: (A) any such non-monetary default arises or continues after the Lease is assigned to the Assignee; (B) such non-monetary default is capable of being cured by the Assignee; and (C) the Assignee has failed to remedy the default after having received notice of such default pursuant to the terms of the applicable Lease.

and the counterparties under their respective Assigned Contracts are hereby deemed to waive any and all defaults or events of default relating thereto and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an

Assigned Contract shall be deemed to have been rescinded and of no further force or effect. For greater certainty and without limiting the generality of the foregoing, no counterparty to an Assigned Contract shall be permitted to rely on a notice of default, or notice of termination sent to the Mastermind Entities prior to the filing of the Monitor's Certificate as grounds for terminating or seeking relief or damages against the Assignee under any Assigned Contract.

4. **THIS COURT ORDERS** that the assignment of the Assigned Contracts shall be subject to the terms of the AVO and the Mastermind Entities' right, title, and interest in and to the Assigned Contracts shall vest absolutely in the Assignee free and clear of all Claims, including any Encumbrances other than the Permitted Encumbrances in accordance with the terms of the AVO.

5. **THIS COURT ORDERS** that the assignment to the Assignee of the rights and obligations of the Mastermind Entities under the Assigned Contracts pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including, without limitation, any provision requiring the consent of, or notice for any period in advance of the assignment to, any party to the assignment subject to the satisfaction of all monetary defaults.

6. **THIS COURT ORDERS** that unless this Order expressly requires otherwise, and subject to paragraph 3 hereof, nothing herein shall derogate from the obligations of the Assignee to assume the Assigned Contracts and to perform the Assignee's obligations

under the Assigned Contracts, and save as specifically set out in this Order, nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any of the Leases which are assigned to the Assignee except as expressly set out to the contrary in any agreement among the Mastermind Entities, the Assignee and the applicable counterparty under the Assigned Contract.

7. **THIS COURT ORDERS** that if an Assigned Contract is removed from the Purchased Assets prior to the Closing Date in accordance with the APA, then such contract shall cease to be an Assigned Contract for the purposes of this Order on notice to the Mastermind Entities and any counterparties to such contract.

8. **THIS COURT ORDERS** that all monetary defaults (the “**Monetary Defaults**”) in relation to the Assigned Contracts listed in **Schedule “A”** to this Order, other than those arising by reason only of the Mastermind Entities’ insolvency, the commencement of these CCAA Proceedings or the Mastermind Entities’ failure to perform a non-monetary obligation, and excluding the Rents (as defined in the Initial Order) becoming due and payable on or after January 15, 2024 as provided for in the Initial Order, shall be in the amounts set forth therein, and, within seven (7) business days after Closing, the Assignee shall pay such Monetary Defaults as set forth in **Schedule “A”** in full and final satisfaction of any and all Monetary Defaults owing to the counterparties to the Assigned Contracts and unless the Monetary Defaults are paid as set out herein, no Assigned Contract shall be assigned by operation of this Order.

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

- (a) the pendency of these CCAA Proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy or receivership now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), as amended (the “**BIA**”) in respect of the Mastermind Entities or their respective property, and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Mastermind Entities; and
- (d) the provision of any federal or provincial statute,

the assignment of the Assigned Contracts to the Assignee in accordance with this Order and the APA shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Mastermind Entities or their respective property and shall not be void or voidable by the creditors of the Mastermind Entities, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DIRECTION TO LAND REGISTRY OFFICES

10. **THIS COURT ORDERS** that upon the registration or filing of this Order in the Land Registry Office for the appropriate Land Titles Division under the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario) (or any equivalent action made pursuant to an analogous provincial registration system or statute concerning land titles and registrations generally), the Land Registrar (or other applicable official) is hereby authorized and directed to make such amendments as are necessary to enter the Assignee as the lessee in respect of any registration (including, without limitation, any notices of lease) registered or filed in respect of the Leases identified in **Schedule “B”**, which amendment shall be completed by registration of an Application to Register Court Order (or equivalent documentation in another province), appending this Order.

11. **THIS COURT ORDERS**, pursuant to section 109 of the *The Land Titles Act*, 2000, SS 2000, c L-5.1 and section 3-4 of *The King’s Bench Act*, 1998, SS 1998, c Q-1.01, that the Saskatchewan Registrar of Titles shall be and is hereby directed to accept an application (for the purposes of this paragraph, a **“Land Titles Application”**) to effect a change in the interest holder in the Land Registry in respect of the interests registered at the Saskatchewan Land Titles Registry and described by any interest register number on **Schedule “B”** under the heading “Saskatchewan”, with such application to be accompanied by a certified copy of this Order. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the registrant of the Land Titles Application.

12. **THIS COURT ORDERS** that, pursuant to section 190 of the *Land Titles Act*, RSA 2000, c L-4 (the “AB Act”) and notwithstanding the requirements of section 191(1) of the AB Act, that the Alberta Registrar of Land Titles shall be and is hereby authorized and

directed to transfer those caveats registered or filed in respect of the Leases identified in **Schedule “B”** under the heading “Alberta” to the Assignee having an address of 3400, 350 – 7th Avenue SW, Calgary, Alberta, T2P 3N9.

13. **THIS COURT ORDERS** that, pursuant to the *Land Registration Act* (Nova Scotia) and upon the registration or filing of a certified copy of this Order in the applicable Land Registration Office pursuant to the *Land Registration Act* (Nova Scotia), the Registrar for that Registration District (or other applicable official) is hereby authorized and directed to make such revisions or amendments to the applicable parcel registers as are necessary to enter the Assignee as the lessee (or assignee, as applicable), in place of the applicable Mastermind Entity, in respect of any interest (including, without limitation, any notices of lease) recorded or filed in respect of the Leases or applicable notices of lease, as the case may be, identified in **Schedule “B”** under the heading “Nova Scotia”.

14. **THIS COURT ORDERS** that the provincial land registry offices and officials are hereby authorized and directed to take such further and other actions as may be reasonably necessary to give effect to this Order and to ensure that all registrations of the Leases on title to real property are amended in accordance with paragraphs 10, 11, 12 and 13.

AID & RECOGNITION

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

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Mastermind Entities 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, as may be necessary or desirable to give effect to this Order or to assist the Mastermind Entities and their respective agents in carrying out the terms of this Order.

GENERAL

17. **THIS COURT ORDERS AND DIRECTS** the Mastermind Entities to use best efforts to send a copy of this Order to all of the counterparties to the Assigned Contracts listed in **Schedule "A"** to the last known address or contact.

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



Digitally signed
by Jana Steele
Date: 2024.01.12
15:48:24 -05'00'

Schedule “A” – List of Assigned Contracts, Counterparties, and Cure Costs

#	Description of Agreement	Counterparty	Cure Costs (CAD\$)
1.	Master License and Services Agreement dated as of June 18, 2018 between ACCEO Solutions Inc. and Mastermind LP and related agreements with ACCEO Solutions Inc., including but not limited to Schedule A titled License and Services Quotation / Order Form dated as of April 23, 2021 (Quote No. 3164b), as each may have been amended, supplemented or restated from time to time.	ACCEO Solutions Inc.	Nil.
2.	Purchase Order dated as of February 2, 2023 to ACCEO Solutions Inc. for annual support and maintenance services by Mastermind LP (PO No. SO23-00049171) as may have been amended, supplemented or restated from time to time.	ACCEO Solutions Inc.	Nil.
3.	Recurring monthly subscription to Amazon Web Services by Mastermind LP (Account No. 675385119145) as may have been amended, supplemented or restated from time to time.	Amazon Web Services	Nil.
4.	Master Technology Services Agreement dated February 1, 2023 between BDO Canada LLP and Mastermind LP and related agreements with BDO Canada LLP, including but not limited to Exhibit “II” titled Form of Statement of Work for Solution Operations Services dated February 1, 2023 between BDO Canada LLP and Mastermind LP, as each may have been amended, supplemented or restated from time to time.	BDO Canada LLP	\$230,285
5.	Mobility Services Agreement dated February 10, 2023 between Bell Mobility Inc. and Mastermind LP and related agreements with Bell Mobility Inc. as each may have been amended, supplemented or restated from time to time.	Bell Canada	\$31,144
6.	Subscription to Bell Canada for internet/connectivity services by Mastermind GP Inc. (Account No. 523875078) as may have been amended, supplemented or restated from time to time.		

7.	Subscription to Bell Canada for internet/connectivity services by Mastermind GP Inc. (Account No. 523661786) as may have been amended, supplemented or restated from time to time.		
8.	Recurring monthly subscription to Bell Canada for "Network DDOS Security" by Mastermind GP Inc. (Account No. 524853873) as may have been amended, supplemented or restated from time to time.		
9.	Recurring monthly subscription to Bell Canada for "Managed Services Firewall" by Mastermind GP Inc. (Account No. 536667734) as may have been amended, supplemented or restated from time to time.		
10.	Gift Card Agreement dated as of May 18, 2016 between Blackhawk Network (Canada) Ltd. and Mastermind LP and related agreements with Blackhawk Network (Canada) Ltd. as each may have been amended, supplemented or restated from time to time.	Blackhawk Network (Canada) Ltd.	\$970
11.	Canadian Card Participation Agreement dated as of November 30, 2017 between Blackhawk Network (Canada) Ltd. and Mastermind LP and related agreements with Blackhawk Network (Canada) Ltd. as each may have been amended, supplemented or restated from time to time.		
12.	Group Benefit Plan (Class 1 - Employees) Booklet prepared on August 23, 2022 by The Canada Life Assurance Company for Mastermind LP (Policy No. 223824) as may have been amended, supplemented or restated from time to time.	The Canada Life Assurance Company	Nil.
13.	Group Benefit Plan (Class 2 - Senior Management) Booklet prepared on August 23, 2022 by The Canada Life Assurance Company for Mastermind LP (Policy No. 223824) as may have been amended, supplemented or restated from time to time.		

14.	Group Benefit Plan (Class 5 - Contract Executives) Booklet prepared on August 24, 2022 by The Canada Life Assurance Company for Mastermind LP (Policy No. 223824) as may have been amended, supplemented or restated from time to time.		
15.	Group Benefit Plan (Class 6 - Executives) Booklet prepared on August 24, 2022 by The Canada Life Assurance Company for Mastermind LP (Policy No. 223824) as may have been amended, supplemented or restated from time to time.		
16.	Agreement dated as of November 12, 2010 between Ceridian Canada Ltd. and Mastermind LP, and related agreements with Ceridian Canada Ltd., including but not limited to the related Service Exhibits, Statements of Work, Pricing Schedules, Rate Sheets, and Order Forms, and the Amendment dated November 30, 2020 between Ceridian HCM, Inc. and Mastermind LP, as each may have been amended, supplemented or restated from time to time.	Ceridian Canada Ltd. Ceridian HCM, Inc.	Nil.
17.	Agreement dated as of December 31, 2021 between Fast Simon Inc. and Mastermind LP (Invoice No. 20211229MMT) as may have been amended, supplemented or restated from time to time.	Fast Simon Inc.	\$2,644
18.	Proof of Concept Agreement between Fast Simon Inc. and Mastermind LP (Invoice No. FSMMT20231231) as may have been amended, supplemented or restated from time to time.		
19.	Merchant Services Agreement dated as of December 10, 2013 among First Data Canada Ltd., Wells Fargo Financial Corporation Canada, and Mastermind LP and related agreements with First Data Canada Ltd. and Wells Fargo Financial Corporation Canada as each may have been amended, supplemented or restated from time to time.	First Data Canada Ltd. Wells Fargo Financial Corporation Canada Fiserv, Inc.	Nil.

20.	Service Order dated as of September 9, 2020 between Klaviyo, Inc. and Mastermind LP and related agreements with Klaviyo, Inc. as each may have been amended, supplemented or restated from time to time.	Klaviyo, Inc.	Nil.
21.	Statement of Work dated May 31, 2023 between PIMworks, a division of Mobius 365 Knowledge Services, Inc. and Mastermind LP, and related agreements with PIMworks, a division of Mobius 365 Knowledge Services, Inc., as each may have been amended, supplemented or restated from time to time.	PIMworks, a division of Mobius 365 Knowledge Services, Inc.	\$3,525
22.	Purchase Order dated September 25, 2023 between Publitas.com B.V. and Mastermind LP for "Publitas Enterprise – 4 publications per year" by Mastermind LP (Contract No. 101607) as may have been amended, supplemented or restated from time to time.	Publitas.com B.V.	Nil.
23.	Group Benefit Plan (Employee Classes 1, 2, 5, and 6) effective as of August 1, 2022 by RBC Life Insurance Company for Mastermind LP (Policy No. RBC00002884) as may have been amended, supplemented or restated from time to time.	RBC Life Insurance Company	Nil.
24.	Group Benefit Plan (Class 1 - Store Managers hired after June 30, 2012 and all other Employees) effective as of August 1, 2022 by RBC Life Insurance Company for Mastermind LP (Policy No. RBC00002884) as may have been amended, supplemented or restated from time to time.		
25.	Group Benefit Plan (Class 2 - Senior Managers and Store Managers hired prior to July 1, 2012) effective as of August 1, 2022 by RBC Life Insurance Company for Mastermind LP (Policy No. RBC00002884) as may have been amended, supplemented or restated from time to time.		
26.	Group Benefit Plan (Class 5 - Contract Executives) effective as of August 1, 2022 by RBC Life Insurance Company for Mastermind LP (Policy No. RBC00002884) as may have been amended, supplemented or restated from time to time.		

27.	Group Benefit Plan (Class 6 - Executives) effective as of August 1, 2022 by RBC Life Insurance Company for Mastermind LP (Policy No. RBC00002884) as may have been amended, supplemented or restated from time to time.		
28.	Shopify Plus Agreement dated February 4, 2020 between Shopify Inc. and Mastermind LP, and related agreements with Shopify Inc., as each may have been amended, supplemented or restated from time to time.	Shopify Inc.	Nil.
29.	Managed Services Statement of Work dated March 22, 2023 between Softchoice LP and Mastermind LP, and related agreements with Softchoice LP as each may have been amended, supplemented or restated from time to time.	Softchoice LP	\$95,483
30.	Quote dated March 29, 2023 between Softchoice LP and Mastermind LP for "Arctic Wolf MDR + MR" services (Quote No. Q-1453889) as may have been amended, supplemented or restated from time to time.	Softchoice LP Arctic Wolf Networks Inc.	
31.	Subscription to Softchoice LP for Barracuda Networks services by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Barracuda Networks, Inc.	
32.	Subscription to Softchoice LP for "Cisco Umbrella DNS Security" by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Cisco Systems, Inc.	
33.	Subscription to Softchoice LP for "Managed Cisco Essential" services (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Cisco Systems, Inc.	
34.	Subscription to Softchoice LP for "Windows Server 2022 Standard – 16 Core License Pack" by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Microsoft Corporation	
35.	Subscription to Softchoice LP for Office 365 Apps for Business by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Microsoft Corporation	

36.	Subscription to Softchoice LP for Office 365 services by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Microsoft Corporation	
37.	Subscription to Softchoice LP for TeamViewer by Mastermind LP as may have been amended, supplemented or restated from time to time.	Softchoice LP TeamViewer Germany GmbH	
38.	Subscription to Softchoice LP for Veeam Software services by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Veeam Software Group GmbH	
39.	Subscription to Softchoice LP for VMware services by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Broadcom Inc.	
40.	Subscription to Softchoice LP for "Wasabi Reserved Capacity Storage" by Mastermind LP (Account No. 7006645838) as may have been amended, supplemented or restated from time to time.	Softchoice LP Wasabi Technologies LLC	
41.	Quote dated June 15, 2021 between Techdynamics Integrations Inc. and Mastermind LP (Quote No. QU-3707) as may have been amended, supplemented or restated from time to time.	Techdynamics Integrations Inc.	Nil.
42.	Employee assistance program with Telus Health (Canada) Ltd. for health and wellness services for Mastermind LP as may have been amended, supplemented or restated from time to time.	Telus Health (Canada) Ltd.	Nil.
43.	Agreement dated August 1, 2016 between UTC Fire & Security Canada Inc. and Mastermind LP and related agreements with UTC Fire & Security Canada Inc., as each may have been amended, supplemented or restated from time to time.	UTC Fire & Security Canada Inc. (<i>operating as</i> Chubb Edwards)	Nil.

44.	Statement of Work dated June 8, 2023 between Viking Cloud Canada, Inc. and Mastermind LP, and related agreements with Viking Cloud Canada, Inc. including but not limited to Exhibit A titled Service Descriptions dated June 8, 2023 between Viking Cloud Canada Inc. and Mastermind LP, as each may have been amended, supplemented or restated from time to time.	Viking Cloud Canada, Inc.	Nil.
45.	Lease agreement dated March 14, 2011 between The Canada Life Assurance Company (successor in interest to The Great-West Life Assurance Company), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 415 Milner Avenue, Toronto, ON M1B 2L1, as may have been amended, supplemented or restated from time to time (the "Head Office and Distribution Centre").	The Canada Life Assurance Company	Nil.
46.	Lease agreement dated June 10, 2015 between L&G Enterprises (Waterloo) Corp., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 370 Stone Road West, Unit 12, Guelph, ON N1G 4V9, as may have been amended, supplemented or restated from time to time (the "Guelph Store").	L&G Enterprises (Waterloo) Corp.	Nil.
47.	Lease agreement dated March 7, 2012 between Yonge & Green Lane South Developments Corp., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 18267 Yonge Street, East Gwillimbury, ON L9N 0A2, as may have been amended, supplemented or restated from time to time (the "Newmarket Store").	Yonge & Green Lane South Developments Corp.	Nil.

48.	Lease agreement dated October 1, 2015 between BK Prime Alberta I LP, by its general partner BK Prime Alberta I GP Inc. (successor in interest to Terra Losa Equities Ltd.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 9752 170 Street, Edmonton, AB T5T 5L4, as may have been amended, supplemented or restated from time to time (the "Terra Losa Store").	BK Prime Alberta I LP, by its general partner BK Prime Alberta I GP Inc.	Nil.
49.	Lease agreement dated June 6, 2017 between Dartmouth Crossing Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 29 Countryview Drive, Dartmouth, NS B3B 0G4, as may have been amended, supplemented or restated from time to time (the "Dartmouth Store").	Dartmouth Crossing Limited	Nil.
50.	Lease agreement dated March 8, 2017 between 1133 Yonge Street Property Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 1133 Yonge Street, Unit 101, Toronto, ON M4T 2Y7, as may have been amended, supplemented or restated from time to time (the "Rosedale Store").	1133 Yonge Street Property Inc.	Nil.
51.	Lease agreement dated April 4, 2003 between Glendale Properties Inc., managing agent for Fiona Strachan (successor in interest to the Estate of Edwin John Strachan), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc. and Nancy Green Shops Inc.), as tenant, for certain premises located at the property municipally known as 637 and 639 Mount Pleasant Road, Toronto, ON M4S 2M9, as may have been amended, supplemented or restated from time to time (the "Mount Pleasant Store").	Glendale Properties Inc., managing agent for Fiona Strachan	Nil.

52.	Lease agreement dated April 20, 2017 among bclMC Realty Corporation and Westshore Town Centre Holdings Inc. (successor in interest to bclMC Realty Corporation), collectively as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 2945 Jacklin Road, Unit 190, Victoria, BC V9B 5E3, as may have been amended, supplemented or restated from time to time (the "Langford Store").	bclMC Realty Corporation Westshore Town Centre Holdings Inc.	Nil.
53.	Lease agreement dated October 1, 1999 between Realtrium Holdings 2 Inc. (successor in interest to McCowan Heritage Holdings Inc., Dixthorpe Developments Limited, Golesco Holdings Limited and Rayla-Jan Holdings Ltd.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc.), as tenant, for certain premises located at the properties municipally known as 8555, 8557, and 8559 McCowan Road, Markham, ON L3P 1W9, as may have been amended, supplemented or restated from time to time (the "Markham Store").	Realtrium Holdings 2 Inc.	Nil.
54.	Lease agreement dated July 6, 1999 between OPB Realty Inc. (successor in interest to OPB Realty (Pickering Centre) Ltd.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc. and Mastermind Educational Technologies Inc.), as tenant, for certain premises located at the property municipally known as 1355 Kingston Road, Unit 123, Pickering Town Centre, Pickering, ON L1V 1B8, as may have been amended, supplemented or restated from time to time (the "Pickering Store").	OPB Realty Inc.	Nil.

55.	Lease agreement dated July 9, 2012 between SmartREIT (Oshawa North) Inc. (successor in interest to Oshawa-Taunton Developments Inc.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 991 Taunton Road East, Oshawa, ON L1H 7K5, as may have been amended, supplemented or restated from time to time (the "Oshawa Store").	SmartREIT (Oshawa North) Inc.	Nil.
56.	Lease agreement dated May 3, 2011 between SAB Realty Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 685 Fanshawe Park Road West, London, ON N6G 5B4, as may have been amended, supplemented or restated from time to time (the "London North Store").	SAB Realty Limited	Nil.
57.	Lease agreement dated August 21, 2013 between Roundhouse Centre Windsor Inc., as landlord, and Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 3175 Howard Avenue, Windsor, ON N8X 3Y9, as may have been amended, supplemented or restated from time to time (the "Windsor Store").	Roundhouse Centre Windsor Inc.	Nil.
58.	Lease agreement dated July 30, 2009 between 15320 Bayview Avenue Holdings Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc.), as tenant, for certain premises located at the property municipally known as 650 Wellington Street East, Aurora, ON L4G 0K3, as may have been amended, supplemented or restated from time to time (the "Aurora Store").	15320 Bayview Avenue Holdings Limited	Nil.

59.	Lease agreement dated June 1, 2011 between Brant-Plains Holdings Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 1035 Brant Street, Burlington, ON L7R 2K1, as may have been amended, supplemented or restated from time to time (the "Burlington Store").	Brant-Plains Holdings Inc.	Nil.
60.	Lease agreement dated May 1, 2021 among Canuck Properties Ltd. and Fineway Properties Limited, collectively as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 500 Fairway Road South, Unit 25, Kitchener, ON N2C 1X3, as may have been amended, supplemented or restated from time to time (the "Kitchener Store").	Canuck Properties Ltd. Fineway Properties Limited	Nil.
61.	Lease agreement dated February 11, 2019 between Aberdeen White Rose Holdings Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 50 White Rose Drive, Unit 1B, St. John's, NFL, A1A 0H5, as may have been amended, supplemented or restated from time to time (the "St. John's North Store").	Aberdeen White Rose Holdings Limited	Nil.
62.	Lease agreement dated February 20, 2006 between RioKim Holdings (Langley Gate) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to Sony of Canada Ltd.), as tenant, for certain premises located at the property municipally known as 20085 Langley By-Pass, Langley, BC V3A 8R6, as may have been amended, supplemented or restated from time to time (the "Langley Store").	RioKim Holdings (Langley Gate) Inc.	\$194.05

63.	Lease agreement dated July 23, 1999 between Upper Oakville Shopping Centre Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc.), as tenant, for certain premises located at the property municipally known as 1011 Upper Middle Road East, Oakville, ON L6H 4L3, as may have been amended, supplemented or restated from time to time (the "Oakville Store").	Upper Oakville Shopping Centre Limited	Nil.
64.	Lease agreement dated June 7, 2017 among Plazacorp Property Holdings Inc. and 3088409 Nova Scotia Limited, by its authorized agent, Creit Management Limited, collectively as landlord, and Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 201 Chain Lake Drive, Unit 18, Halifax, NS B3S 1C8, as may have been amended, supplemented or restated from time to time (the "Halifax Store").	Plazacorp Property Holdings Inc. 3088409 Nova Scotia Limited, by its authorized agent, Creit Management Limited	Nil.
65.	Lease agreement dated January 15, 2015 between Numount Ancaster Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 821 Golf Links Road, Unit 8, Ancaster, ON L9K 1L5, as may have been amended, supplemented or restated from time to time (the "Ancaster Store").	Numount Ancaster Inc.	Nil.
66.	Lease agreement dated December 14, 2017 between Calloway REIT (Saskatoon) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 3011 Clarence Avenue South, Saskatoon, SK S7K 0B4, as may have been amended, supplemented or restated from time to time (the "Saskatoon South Store").	Calloway REIT (Saskatoon) Inc.	Nil.

67.	Lease agreement dated December 14, 2017 between Mapleton Holdings Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 84 Wyse Street, Moncton, NB E1G 0Z5, as may have been amended, supplemented or restated from time to time (the "Moncton Store").	Mapleton Holdings Inc.	Nil.
68.	Lease agreement dated January 18, 2013 between 1308645 Ontario Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 210 Glendale Avenue, St. Catharines, ON L2T 3Y6, as may have been amended, supplemented or restated from time to time (the "St. Catharines Store").	1308645 Ontario Inc.	Nil.
69.	Lease agreement dated March 2, 2015 between RioCan Holdings Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 4307 130 Avenue SE, Unit 87, South Trail Crossing, Calgary, AB T2Z 3V8, as may have been amended, supplemented or restated from time to time (the "Mckenzie Towne Store").	RioCan Holdings Inc.	\$252.81
70.	Lease agreement dated August 25, 2014 between Choice Properties Limited Partnership, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 3000 Lougheed Highway, Coquitlam, BC V3B 1C5, as may have been amended, supplemented or restated from time to time (the "Coquitlam Store").	Choice Properties Limited Partnership	Nil.

71.	Lease agreement dated December 5, 2012 between 2241039 Ontario Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 1079 Maple Avenue, Milton, ON L9T 0A5, as may have been amended, supplemented or restated from time to time (the "Milton Store").	2241039 Ontario Inc.	Nil.
72.	Lease agreement dated April 29, 1999 between SPI Queen Holdings Inc. (successor in interest to Hammersmith Manor Enterprises Inc.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc.), as tenant, for certain premises located at the property municipally known as 2134 Queen Street East, Toronto, ON M4E 1E3, as may have been amended, supplemented or restated from time to time (the "Beaches Store").	SPI Queen Holdings Inc.	Nil.
73.	Lease agreement dated May 23, 2018 between Mission Hill LP, by its general partner Mission Hill GP Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 398 St. Albert Trail, Unit 110, St. Albert, AB T8N 5J9, as may have been amended, supplemented or restated from time to time (the "St. Albert Store").	Mission Hill LP, by its general partner Mission Hill GP Inc.	Nil.
74.	Lease agreement dated October 30, 2013 between RioTrin Properties (Barrhaven) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 71 Marketplace Avenue, Unit L5, Nepean, ON K2J 5G3, as may have been amended, supplemented or restated from time to time (the "Barrhaven Store").	RioTrin Properties (Barrhaven) Inc.	Nil.

75.	Lease agreement dated November 13, 2015 between Seabrooke Holdings Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 995 Lansdowne Street West, Peterborough, ON K9J 8N2, as may have been amended, supplemented or restated from time to time (the "Peterborough Store").	Seabrooke Holdings Limited	Nil.
76.	Lease agreement dated March 8, 2016 between Place d'Orleans Holdings Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 1315 Place d'Orleans Drive, Orléans, ON K1E 0B6, as may have been amended, supplemented or restated from time to time (the "Place d'Orleans Store").	Place d'Orleans Holdings Inc.	Nil.
77.	Lease agreement dated March 24, 2014 among SRF2 Baseline Road South Inc., as landlord, SRF2 Baseline Northwest Inc., as north landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 222 Baseline Road, Unit 140, Sherwood Park, AB T8H 1S8, as may have been amended, supplemented or restated from time to time (the "Sherwood Park Store").	SRF2 Baseline Road South Inc. SRF2 Baseline Northwest Inc.	Nil.
78.	Lease agreement dated April 17, 2015 between 1651051 Alberta Ltd., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 11521 Westgate Drive, Unit 111, Grande Prairie, AB T8V 3B1, as may have been amended, supplemented or restated from time to time (the "Grande Prairie Store").	1651051 Alberta Ltd.	Nil.

79.	Lease agreement dated February 14, 2013 between Kanata Entertainment Holdings Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at 145 Roland Michener Drive, Kanata, ON K2T 1G7, as may have been amended, supplemented or restated from time to time (the "Kanata Store").	Kanata Entertainment Holdings Inc.	Nil.
80.	Lease agreement dated April 28, 2015 between Calloway REIT (Winnipeg SW) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as SmartCentres Winnipeg Southwest, 1655 Kenaston Boulevard, Suite 200, Building E2, Winnipeg, MB R3P 2M4, as may have been amended, supplemented or restated from time to time (the "Kenaston Store").	Calloway REIT (Winnipeg SW) Inc.	Nil.
81.	Lease agreement dated August 21, 2014 between bcIMC Realty Corporation, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 450 Country Hills Boulevard NE, Units 132 and 140, Calgary, AB T3K 5K3, as may have been amended, supplemented or restated from time to time (the "Country Hills Store").	bcIMC Realty Corporation	Nil.
82.	Lease agreement dated June 17, 2016 between Calloway REIT (Regina E2) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as SmartCentres Regina, 2820 Quance Street East, Regina, SK S4V 3B9, as may have been amended, supplemented or restated from time to time (the "Regina East Store").	Calloway REIT (Regina E2) Inc.	Nil.

83.	Lease agreement dated January 25, 2017 between Preston Crossing Properties Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 120-1718 Preston Avenue North, Building #1, Unit #5, Saskatoon, SK S7N 4Y1, as may have been amended, supplemented or restated from time to time (the "Preston Crossing Store").	Preston Crossing Properties Inc.	Nil.
84.	Lease agreement dated June 9, 2014 between Clearbrook Town Centre Ltd., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 32470 South Fraser Way, Unit B471, Abbotsford, BC V2T 1X3, as may have been amended, supplemented or restated from time to time (the "Abbotsford Store").	Clearbrook Town Centre Ltd.	\$39.65
85.	Lease agreement dated March 11, 2013 between Westhills Equities Inc., by its agent Shape Properties Corp. (successor in interest to Westhills Equities Inc., by its duly authorized agent Triovest Realty Advisors Inc.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as Westhills Towne Centre, 600 Stewart Green SW, Calgary, AB T3H 3C8, as may have been amended, supplemented or restated from time to time (the "Westhills Store").	Westhills Equities Inc., by its agent Shape Properties Corp.	Nil.

86.	Lease agreement dated September 1, 1987 between Jeli Holdings Inc. (successor in interest to 1170700 Ontario Inc., 1170702 Ontario Inc. and Sing Tao (Canada) Limited), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc. and Green River Clothiers Ltd.), as tenant, for certain premises located at the property municipally known as Kingsway Mills Shopping Centre, 4242 Dundas Street West, Etobicoke, ON M8X 1Y6, as may have been amended, supplemented or restated from time to time (the "Etobicoke Store").	Jeli Holdings Inc.	Nil.
87.	Lease agreement dated August 5, 2016 between Central Walk Tsawwassen Mills Inc. (successor in interest to Ivanhoe Cambridge II Inc.), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as Tsawwassen Mills, 5000 Canoe Pass Way, Unit 502, Tsawwassen, BC V4M 0B3, as may have been amended, supplemented or restated from time to time (the "Tsawwassen Store").	Central Walk Tsawwassen Mills Inc.	Nil.
88.	Lease agreement dated September 30, 2019 between RioKim Holdings (Ontario) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 970 Southdown Road, Unit D6, Mississauga, ON L5J 2Y4, as may have been amended, supplemented or restated from time to time (the "Clarkson Crossing Store").	RioKim Holdings (Ontario) Inc.	Nil.
89.	Lease agreement dated January 14, 2015 between RioKim Holdings (Alberta) Inc., as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 2004 99th Street NW, South Edmonton Common Shopping Centre, Edmonton, AB T6N 1L3, as may have been amended, supplemented or restated from time to time (the "South Edmonton Common Store").	RioKim Holdings (Alberta) Inc.	\$410.48

90.	Lease agreement dated September 23, 2013 between Capital City Shopping Centre Limited, as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 16061 MacLeod Trail SE, Unit 700, Boulevard Shopping Centre, Calgary, AB T2Y 3S5, as may have been amended, supplemented or restated from time to time (the "Shawnessy Store").	Capital City Shopping Centre Limited	Nil.
91.	Lease agreement dated August 26, 2002 among Montez Hillcrest Inc. and Hillcrest Holdings Inc. (successors in interest to Ontrea Inc.), collectively as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to MET Franchising Inc.), as tenant, for certain premises located at the property municipally known as 9350 Yonge Street, Richmond Hill, ON L4C 5G2, as may have been amended, supplemented or restated from time to time (the "Richmond Hill Store").	Montez Hillcrest Inc. Hillcrest Holdings Inc.	Nil.
92.	Lease agreement dated August 10, 2000 between Judell Ltd. (successor in interest to Samac Investments Limited), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc. (successor in interest to Mastermind Educational Technologies Inc.), as tenant, for certain premises located at the property municipally known as 3350 Yonge Street, Toronto, ON M4N 2M6, as may have been amended, supplemented or restated from time to time (the "Yonge Street Store").	Judell Ltd.	Nil.

93.	Lease agreement dated November 3, 2012 between QR BV Village Holdings LP, by its general partner QR BV Village Holdings GP Inc. (successor in interest to bclMC Realty Corporation and Orlando Corporation), as landlord, and Mastermind LP, by its general partner Mastermind GP Inc., as tenant, for certain premises located at the property municipally known as 2901 Bayview Avenue, Unit 150, North York, ON M2K 1E6, as may have been amended, supplemented or restated from time to time (the "Bayview Village Store").	QR BV Village Holdings LP, by its general partner QR BV Village Holdings GP Inc.	Nil.
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Schedule “B” – List of Leases with Notices Registered on Title

Ontario

	Registration No.	Registration Date	Instrument Type	PIN No.	Land Registry Office No.
1.	YR218775	October 17, 2002	Notice of Lease	03146-0084(LT)	York Region No. 65
2.	AT5130162	May 7, 2019	Notice of Lease	21005-0456(LT)	Toronto No. 80
3.	ER765033	May 18, 2011	Notice of Lease	08138-3394(LT) 08138-3393(LT)	Middlesex No. 33
4.	H843233	April 4, 2000	Notice of Lease	24905-0323(LT)	Halton No. 20
5.	DR122566	November 13, 2013	Notice of Lease	16426-1632(LT) 16426-1633(LT)	Durham No. 40
6.	WE1032521	April 27, 2015	Notice of Lease	17079-0076(LT)	Hamilton Wentworth No. 62
7.	CE600426	February 13, 2014	Notice of Lease	01306-1347(LT)	Essex No. 12
8.	LT1464536	March 29, 2000	Notice of Lease	02915-0028(LT)	York Region No. 65
8a.	YR2833857	June 1, 2018	Application General	02915-0028(LT)	York Region No. 65
9.	HR1122434	February 2, 2013	Notice of Lease	24940-5817(LT) 24940-5813(LT) 24940-5815(LT)	Halton No. 20
10.	OC1833881	October 6, 2016	Notice of Lease	04732-1154(LT) 04732-1155(LT) 04732-1156(LT) 04732-1865(LT) 04732-1866(LT)	Ottawa-Carleton No. 4

				04732-1868(LT)	
11.	WC532407	March 5, 2018	Notice of Lease	71224-0226(LT)	Wellington No. 61
12.	AT4888341	June 18, 2016	Notice of Lease	21119-0404(LT)	Toronto No. 80
13.	OC1538232	November 18, 2013	Notice of Lease	04507-0034(LT) 04507-0495(LT) 04507-0496(LT)	Ottawa-Carleton No. 4
14.	OC1908549	July 17, 2017	Notice of Lease	14508-0432(LT) 14508-0201(LT) 14508-0004(LT)	Ottawa-Carleton No. 4

Alberta

	Registration No.	Registration Date	Instrument Type	Short Legal Description(s)
1.	141 015 830	16 January 2014	Caveat re: Lease Interest	9212636;4;6 9212636;4;7 9212636;4;8 9212043;4;2 9212043;4;3 9212043;4;5 9212043;4;4
2.	162 058 798	25 February 2016	Caveat re: Lease Interest	0023941;13;1
3.	162 004 263	08 January 2016	Caveat re: Lease Interest	0828284;1;1A
4.	181 106 744	25 May 2018	Caveat re: Lease Interest	9811232;50;1
5.	161 126 316	01 June 2016	Caveat re: Lease Interest	9910196;5;1
6.	192 093 574	26 April 2019	Caveat re: Lease Interest	8722630;29;20 8722630;29;21 8722630;29;22

				8722630;29;23 8722630;29;24 8722630;29;25 8722630;29;26 9923066;29;27 8720355;29;17
7.	151 108 370	29 April 2015	Caveat re: Lease Interest	9711435;1;4 9711435;1;5 0112223;1;11

Saskatchewan

1. 122931086, registered 05 June 2018
2. 123214261 registered 26 November 2018

Manitoba

1. Caveat 4692867/1 2 February 2016

Nova Scotia

114484521, registered 21 May 2019

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ASSIGNMENT ORDER

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