



Court File No. CV-24-00713245-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

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MONDAY, THE 28TH

)

JUSTICE OSBORNE

)

DAY OF JULY, 2025

**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 BALBOA INC., DSPLN INC., HAPPY
GILMORE INC., INTERLUDE INC., MULTIVILLE INC., THE
PINK FLAMINGO INC., HOMETOWN HOUSING INC., THE
MULLIGAN INC., HORSES IN THE BACK INC., NEAT NESTS
INC. AND JOINT CAPTAIN REAL ESTATE INC. (collectively the
"Applicants", and each an "Applicant")**

**ORDER
(Assignment of Claims)**

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") was heard this day by judicial videoconference via Zoom.

ON READING the Motion Record of the Monitor, including the Thirteenth Report of the Monitor dated July 21, 2025 (the "**Thirteenth Report**") and appendices thereto, and such other materials that were filed, and on hearing the submissions of counsel to the Monitor, counsel to the Assignee (as defined below), and those other parties in attendance, no one else appearing although

-2-

duly served as it appears from the Affidavit of Service of Stephanie Fernandes dated July 21, 2025, filed;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the motion record of the Monitor is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined have the meaning given to them in the Thirteenth Report.

ASSIGNMENT OF CORE CLAIM

3. **THIS COURT ORDERS** that the assignment agreement between the Applicants and Viscount Capital Inc. (the “**Assignee**”) dated as of May 31, 2025 substantially in the form attached at Appendix “D” to the Thirteenth Report (the “**Assignment Agreement**”) be and is hereby approved, and the Monitor is hereby authorized and directed, *nunc pro tunc*, on behalf of the Applicants in accordance with the Order (Expansion of Monitor’s Powers) granted by this Court on June 25, 2024 (the “**Expanded Powers Order**”), to execute the Assignment Agreement and to give full effect to the terms of the Assignment Agreement in accordance with this Order. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents, on behalf of the Applicants in accordance with the Expanded Powers Order, as may be necessary or desirable for the completion of the transactions contemplated by the Assignment Agreement.

-3-

4. **THIS COURT ORDERS** that, subject to the terms and provisions of the Assignment Agreement and this Order, the Assignee is authorized to continue proceedings, including the action bearing Court File No. CV-25-00742331-0000, in its own name and at its own expense and risk regarding the Applicants' claims as against Core Acquisition Co. Inc. as a defendant for, inter alia, damages arising from breach of contract and/or unjust enrichment relating to unpaid portions of the purchase price required to be paid under the agreement of purchase and sale dated February 24, 2022 (the "**Assigned Claim**") pursuant to terms of the Assignment Agreement.

5. **THIS COURT ORDERS** subject to the terms and provisions of the Assignment Agreement and this Order, this Order herein shall have the effect of transferring the Applicants' right, title and interest in the Assigned Claim to the Assignee.

6. **THIS COURT ORDERS** that all proceeds or monies generated or received from any recovery under a successful order or judgment under the Assigned Claim or any settlement of the Assigned Claim (the "**Recovered Amounts**") shall be paid as follows:

- (a) to the Assignee on account of (collectively, the "**Viscount Priority Payment**"):
 - (i) all out-of-pocket expenses and costs associated with the assignment, and the Assignee's litigation efforts;
 - (ii) the Funding Requirements (as defined in the Assignment Agreement); and
 - (iii) an amount of up to CDN\$1,000,000, to be applied to repay the outstanding unsecured indebtedness owing by The Lion's Share Group Inc. ("**LSGI**")

-4-

to the Assignee under certain promissory notes advanced by the Assignee to LSGI; and

- (b) subject to a further order of this Court, any Recovered Amounts in excess of the Viscount Priority Payment shall be distributable to the general unsecured creditors of the Applicants in these proceedings on a *pro rata* basis.

7. **THIS COURT ORDERS** that the Applicants and the Monitor shall not be required in any way to participate in the Assigned Claim (or any proceedings relating to the Assigned Claim) in any manner whatsoever, including production and discovery. For greater certainty, this exclusion shall not apply to the principals of the Applicants, including, inter alia, Robert Clark and Aruba Butt, provided that the Applicants and the Monitor shall not be required to, or be required to take steps to, compel such participation of the principals of the Applicants.

8. **THIS COURT ORDERS** that the Monitor shall have no personal liability in carrying out the actions contemplated by this Order or the Assignment Agreement and, without limitation the generality of any other protection afforded to it, shall continue to have all of the protections afforded to it under the *Companies' Creditors Arrangement Act* and all Orders of this Court.

9. **THIS COURT ORDERS** that the Assignee, any creditor of Applicants' estates and/or the Monitor may seek the advice and direction of this Court with respect to the order herein and its implementation by way of motion brought on at least seven (7) days' notice.

-5-

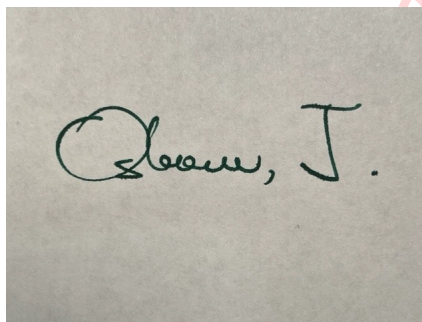
MISCELLANEOUS

10. **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 Monitor and its 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that the Monitor and its counsel, may serve or distribute this Order and any related materials, by forwarding true copies thereof by email or regular mail. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and the notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

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

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

A rectangular area containing a handwritten signature in dark ink. The signature appears to be 'Osborne, J.' written in a cursive, slightly stylized script.

Digitally signed
by Osborne J.
Date: 2025.07.28
11:42:43 -04'00'

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PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Assignment of Claims)**

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