

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) FRIDAY, THE 12TH
)
JUSTICE CAVANAGH) DAY OF APRIL, 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 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")**

SISP APPROVAL ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, *inter alia*, extending the stay period, approving the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP**"), approving the engagement of the SISP Advisor (as defined below), and granting certain related relief, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Robert Clark sworn April 8, 2024 and the Exhibits thereto, the affidavit of Joshua Foster sworn April 11, 2024 and the Exhibits thereto (the "**Foster Affidavit**"), the Third Report of KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated April 9, 2024 (the "**Third Report**"), and such other materials that were filed, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, counsel to the Lion's Share Representative, counsel

to the DIP Lender, and such other counsel that were present, no else appearing although duly served as appears from the affidavit of service of Joshua Foster, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the 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 in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP or the Second Amended and Restated Initial Order of the Honourable Madam Justice Kimmel dated March 28, 2024, as applicable.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including June 24, 2024.

APPROVAL OF THE SISP ADVISORS' ENGAGEMENTS

4. **THIS COURT ORDERS** that the Applicants are hereby authorized to engage Howards Capital Corp. ("**HCC**") and CBRE Limited ("**CBRE**") as advisors (together, the "**SISP Advisors**" and each, a "**SISP Advisor**") pursuant to an engagement agreement between the Applicants and HCC substantially in the form attached to the Foster Affidavit as Exhibit "A" (the "**HCC Engagement Agreement**"), and an engagement agreement between CBRE and the Applicants substantially in the form attached to the Foster Affidavit as Exhibit "B" (the "**CBRE Engagement Agreement**"), respectively. The Applicants are hereby authorized and directed to make the payments contemplated under the HCC Engagement Agreement and the CBRE Engagement Agreement (together, the "**Engagement Agreements**" and each, an "**Engagement Agreement**") when earned and payable in accordance with their respective terms and conditions.

5. **THIS COURT ORDERS** that the SISP Advisors and their respective controlling persons, shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of either HCC's or CBRE's

engagement by the Applicants as SISP Advisors or any matter referred to in the Engagement Agreements, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the applicable SISP Advisor or its controlling person(s), in performing their obligations under the applicable Engagement Agreement.

6. **THIS COURT ORDERS** that no action or Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the SISP Advisors and their respective controlling persons, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the applicable SISP Advisor, or with leave of this Court on notice to the Applicants, the Monitor and the applicable SISP Advisor. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor and the applicable SISP Advisor at least seven (7) days prior to the return date of any such motion for leave.

7. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the applicable SISP Advisor, each of the SISP Advisors shall be treated as unaffected in any Plan filed by any of the Applicants under the CCAA, or any proposal filed by any of the Applicants under the BIA, with respect to any of the Applicants' obligations under the applicable Engagement Agreement.

APPROVAL OF THE SISP

8. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with the terms of this Order) be and is hereby approved and the Applicants, the SISP Advisors and the Monitor, are authorized and directed to carry out the SISP in accordance with its terms and the terms of this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.

9. **THIS COURT ORDERS** that the Applicants, the SISP Advisors and the Monitor and their respective Assistants, affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their

duties under the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Applicants, the SISP Advisors or the Monitor, as applicable, as determined by this Court in a final order that is not subject to appeal or review.

10. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order or in the SISP, neither the SISP Advisors nor the Monitor shall take Possession of the Business or the Property or be deemed to take Possession of the Business or the Property, including pursuant to any provision of the Environmental Legislation.

PIPEDA

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Applicants, the SISP Advisors, the Monitor and each of their respective advisors are hereby authorized and permitted to disclose and transfer to each Potential Bidder personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (each a "**Transaction**"). Each Potential Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants, the SISP Advisors or the Monitor, as applicable, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicants, the SISP Advisors or the Monitor. Any successful bidder shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the applicable successful bid, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants, the SISP Advisors or the Monitor or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicants, the SISP Advisors or the Monitor.

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

12. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor dated January 23, 2024, the First Report of the Monitor dated January 29, 2024, the Supplement to the First Report of the Monitor dated February 13, 2024, the Second Report of the Monitor dated March 26, 2024, the Third Report, and the activities of the Monitor referred to therein be and are hereby approved; provided, however, that 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.

13. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report, be and are hereby approved.

SEALING

14. **THIS COURT ORDERS** that the unredacted copy of the CBRE Engagement Agreement attached as confidential Exhibit "C" to the Foster Affidavit is hereby sealed and shall not form part of the Court record, subject to further order of this Court.

GENERAL

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

16. **THIS COURT ORDERS** that the Applicants or the Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the SISP at any time.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, 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 Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

18. **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.

SCHEDULE "A"

SISP

SALE, REFINANCING AND INVESTMENT SOLICITATION PROCESS FOR THE PROPERTY OR BUSINESS 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.

1. On January 23, 2024, 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**") were granted an initial order (as amended, and amended and restated from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Among other things, the Initial Order:
 - (a) appointed KSV Restructuring Inc. as the Monitor in the Applicants' proceedings under the CCAA (in such capacity, the "**Monitor**");
 - (b) approved the Applicants' ability to borrow under a debtor-in-possession credit facility pursuant to a DIP Agreement dated January 26, 2024 between the Applicants and Harbour Mortgage Corp. or its permitted assignee (the "**DIP Lender**");
 - (c) appointed Chaitons LLP as representative counsel (in such capacity, the "**Secured Lender Representative Counsel**") for all of the Secured Lenders in the Insolvency Proceedings; and
 - (d) appointed Goldman Sloan Nash & Harber LLP as representative counsel (in such capacity, the "**Unsecured Lender Representative Counsel**") for all of the Unsecured Lenders in the Insolvency Proceedings.
2. On April 12, 2024 the Court granted an order (the "**SISP Approval Order**") that, among other things: (i) authorized the Applicants to implement and undertake a sale, refinancing and investment solicitation process ("**SISP**") in accordance with the terms hereof; and (ii) approved the Applicants' retention of the SISP Advisor (as defined below) in connection therewith.
3. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Initial Order or the SISP Approval Order, as applicable. Copies of the Initial Order and the SISP Approval Order can be found at the following website maintained by the Monitor: <https://www.ksvadvisory.com/experience/case/SID> (the "**Monitor's Website**").

The Opportunity

4. This SISP sets out the manner in which the Monitor, with the assistance of the SISP Advisors (as defined below), and in consultation with the Applicants, shall solicit non-binding letters of intent ("**LOIs**" and each, a "**LOI**") for a refinancing, sale and/or other strategic investment or transaction involving the business, assets and/or equity of the Applicants (collectively, the "**Property**") or any part thereof from interested parties (the "**Opportunity**").
5. The SISP contemplates a two-stage process that involves the submission by interested parties of LOIs in Phase 1 and the submission of binding offers in Phase 2. This SISP currently only prescribes the process for the submission of LOIs in Phase 1. The parameters for the submission

and evaluation of binding offers in Phase 2 shall be determined and communicated to the applicable interested parties following the completion of Phase 1, as detailed below.

6. The SISP shall be conducted in all respects by the Monitor, supported by and with the assistance of the SISP Advisors and, subject to para 13, in consultation with the Applicants, Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and The Fuller Landau Group Inc. in its capacity as court-appointed receiver and trustee in bankruptcy of The Lion's Share Group Inc. (in such capacity, the "**Lion's Share Representative**"). In connection therewith, the Monitor with the assistance of the applicable SISP Advisors, and in consultation with the Applicants, may identify one or more subsets of the Property to be marketed pursuant to the SISP for a refinancing, sale or other strategic investment or transaction while concurrently marketing the remainder or whole of the Property for a refinancing, sale or other strategic investment or transaction. Interested parties may submit LOIs for any subset of the Property, whether or not such Property is specifically marketed by the applicable SISP Advisors.
7. Parties who wish to have their offers for the Property considered must participate in the SISP.

SISP Advisors

8. In connection with the SISP, the Applicants have retained: (i) Howards Capital Corp. to assist solely in respect of any refinancing of or other strategic investment in the Property, and (ii) CBRE Limited solely in respect of any sale transaction(s) in respect of the Property (in such capacities, collectively the "**SISP Advisors**"). At the appropriate stage of the SISP, the SISP Advisors, as applicable, with the consent of the Monitor and in consultation with the Applicants, are authorized to engage one or more local real estate agents or brokerages to market the Property or any subsets of the Property.

Milestones

9. The SISP shall be conducted subject to the terms hereof and the following key milestones, which milestones may be extended by the Monitor, with the prior consent of the Applicants, in consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, or as may otherwise be ordered by the Court:
 - (a) the SISP Advisors will each independently prepare and deliver to the Monitor a list of potential interested parties to be solicited (collectively, the "**Known Potential Bidders**") as soon as reasonably practicable after the granting of the SISP Approval Order and, in any event, by no later than April 26, 2024. The SISP Advisors shall include as Known Potential Bidders any parties suggested by the Monitor, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative;
 - (b) the SISP Advisors will commence the solicitation process to all Known Potential Bidders by no later than April 29, 2024, it being understood that the SISP Advisors shall be at liberty to provide marketing materials approved by the Monitor and commence discussions with interested parties (with the involvement of the Monitor) prior to such date;
 - (c) the Monitor, with the assistance of the Applicants and the SISP Advisors, shall establish a virtual data room (the "**VDR**") by no later than April 28, 2024; and

- (d) non-binding LOIs shall be submitted by no later than 5:00 p.m. (Toronto time) on June 10, 2024 (the "**LOI Deadline**").
10. The timing and certain other parameters for Phase 2 of the SISP shall be determined following a review of the non-binding LOIs submitted by the LOI Deadline as detailed in sections 15-18 below.

Solicitation of Interest

11. The Monitor, through the SISP Advisors, will:
- (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Monitor's Website for a copy of this SISP) to all of the Known Potential Bidders, and any other party who contacts the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative, or who the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel or the Lion's Share Representative become aware may have an interest in the Opportunity (collectively, "**Other Interested Parties**");
 - (b) solicit interest from all of the Known Potential Bidders and Other Interested Parties with a view to such parties entering into non-disclosure agreements in form and substance satisfactory to the Applicants and the Monitor (each an "**NDA**") (only Known Potential Bidders and Other Interested Parties that execute an NDA shall be deemed to be potential bidders in the SISP (each, a "**Potential Bidder**") and obtain access to the VDR);
 - (c) provide each Potential Bidder with: (i) a confidential information memorandum in respect of the Opportunity; and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence opportunities as the Monitor or SISP Advisors consider advisable or appropriate; and
 - (d) request that each Potential Bidder submit a non-binding LOI that meets the requirements set forth in Section 12 below by the LOI Deadline.

Phase 1

12. Any Potential Bidder who wishes to submit a non-binding LOI in the SISP must submit an LOI that complies with the following criteria (it being understood that the Monitor, in consultation with the SISP Advisors and Applicants, may waive strict compliance with any one or more of the requirements specified below) (each such LOI, a "**Qualified LOI**"):
- (a) it sets forth the identity of the Potential Bidder, including its contact information, full disclosure of its direct and indirect principals and equity holders, and information as to the Potential Bidder's wherewithal to complete a refinancing, sale or other strategic investment or transaction pursuant to the SISP;
 - (b) it sets forth the principal terms of the proposed refinancing, sale or other strategic investment or transaction (the "**Transaction**"), including:
 - (i) the structure, financing and nature of the Transaction (refinancing, recapitalization, reorganization, sale, investment, etc.), including, without limitation, the sources of financing for the purchase price;

- (ii) whether all or a specifically identified subset of the Property will be subject to the Transaction (and if applicable, whether the specifically identified subset of the Property was marketed pursuant to the SISP or was separately identified by the Potential Bidder);
 - (iii) the purchase price or other consideration offered in connection with the Transaction, including any material assumed liabilities;
 - (iv) a description of any conditions or approvals required and any additional due diligence required for the Potential Bidder to make a final binding bid;
 - (v) all conditions to closing that the Potential Bidder may wish to impose on the closing of the Transaction;
 - (vi) whether the Potential Bidder requires any services from the Applicants' existing property manager;
 - (vii) any anticipated corporate, shareholder, internal or regulatory approvals required to close the Transaction and the anticipated timeframe for obtaining such approvals;
 - (viii) in the case of a restructuring, refinancing or hybrid Transaction, it identifies (A) the aggregate amount of the equity and debt investment, including liabilities to be assumed by the Potential Bidder (including the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed Transaction and any related contingencies, as applicable) to be made in the Applicants, (B) the underlying assumptions regarding the *proforma* capital structure, and (C) the consideration to be allocated to the Applicants' stakeholders;
 - (ix) any other terms or conditions that the Potential Bidder believes are material to the Transaction; and
 - (x) any other information as may be reasonably requested by the Applicants, the SISP Advisors or the Monitor, in consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative; and
- (c) it is received by the Monitor by no later than the LOI Deadline at the email addresses specified on Schedule "A" hereto.
13. Forthwith following the LOI Deadline, the Monitor shall provide copies of all of the LOIs received to the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative, and the DIP Lender, provided that the directors and officers of the Applicants (the "**D&Os**"), the Secured Lender Representatives, the Unsecured Lender Representatives, the Lion's Share Representative, and the DIP Lender, respectively, have previously executed an NDA (or are otherwise subject to confidentiality obligations) acceptable to the Applicants and the Monitor and provided written confirmation to the Monitor that they have not and will not directly or indirectly, acting individually or in concert, submit or actively participate as a bidder in an LOI or any other bid in the SISP. The D&Os, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel, the Lion's Share Representative and the DIP Lender shall not be entitled to consultation with respect to the

review of LOIs received by the LOI Deadline or the next steps to be taken in respect of any Qualified LOI in the event that any of the D&Os, the Secured Lender Representatives, the Unsecured Lender Representatives, the Lion's Share Representative, or the DIP Lender, respectively, fail to execute an NDA (or remain subject to confidentiality obligations with the Applicants) or elect to actively participate as a bidder in and/or submit an LOI or any other bid in the SISP. For greater certainty, a Potential Bidder's proposed retention of the Applicants' existing management, 2707793 Ontario Inc. o/a SID Renos and/or SID Management Inc. or any of their directors or officers, as reflected within an LOI, any other bid in the SISP or otherwise, shall not constitute the D&Os' direct or indirect involvement in the submission of or participation as a bidder in such LOI or bid in the SISP and shall not disqualify the D&Os from receiving or reviewing copies of the LOIs or from being consulted with respect to the LOIs or the next steps to be taken in respect of any Qualified LOI. For greater certainty, participation as a bidder for the purpose of this Section shall not include a credit bid of no more than a Secured Lender's individual claim (including principal, interest and any other obligations owing to such Secured Lender), plus any amounts owing in priority thereto, submitted by such Secured Lender pursuant to Section 23.

14. Notwithstanding any other provision of this SISP, the Monitor may take protective measures to limit access to LOIs or the identity of Potential Bidders to safeguard the integrity of the SISP.

Assessment of LOIs and Determination of Phase 2 Parameters

15. Subject to Section 13, the Monitor, the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative (collectively, the "**Reviewing Parties**") shall review the LOIs received, and the Monitor in consultation with the SISP Advisors, the Applicants, the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, shall determine which of the LOIs, if any, constitute Qualified LOIs.
16. The Monitor (including through the SISP Advisors) may request clarification from any Potential Bidder that submitted an LOI.
17. Subject to Section 13, following the review and assessment contemplated under Section 15, the Reviewing Parties shall discuss what next steps should be taken in respect of the Qualified LOIs received (if any). Such steps may include, without limitation: (i) pursuing refinancing, sale or hybrid components of any Qualified LOI or collection of Qualified LOIs, including a recombination or reconstitution of subsets of the Property which may create the best opportunity to maximize value for all stakeholders; (ii) coordinating the aggregation of certain or all of the Qualified LOIs; (iii) remarketing certain or all of the Property; (iv) engaging one or more local real estate agents or brokerages to assist in marketing and selling certain or all of the Property; (v) the parameters that will govern the submission of binding offers in Phase 2 of the SISP; and (vi) any auction procedures to be implemented in connection with Phase 2 of the SISP.
18. If no Qualified LOIs have been received or the Monitor determines that no Qualified LOIs are likely to result in a binding offer for the benefit of the Applicants and their stakeholders, the Monitor, with the prior consent of the Applicants or by order of the Court, may terminate the SISP and in such case shall advise all Potential Bidders that submitted an LOI by the LOI Deadline of such termination.
19. Subject to Section 13, if the Reviewing Parties all agree on appropriate parameters for the submission and evaluation of binding offers in Phase 2, those parameters shall be communicated

by the SISP Advisors to parties that submitted Qualified LOIs in binding process letters acceptable to the Reviewing Parties (the "**Process Letters**").

20. The Process Letters may provide for different timing and commercial parameters in respect of different Qualified LOIs based on, among other things, the type of transaction, local market conditions and such other commercial parameters that would reasonably be expected to apply to such a Transaction in the circumstances. Such parameters must provide that any Transaction will be subject to approval by the Court and will be consummated on an "as is, where is" basis without surviving representations, warranties, covenants or indemnities of any kind, nature or description.
21. If the Reviewing Parties cannot agree on (i) whether the SISP should progress to Phase 2 or (ii) appropriate parameters for the submission and evaluation of binding offers in Phase 2, the Monitor shall forthwith bring a motion seeking the Court's advice and directions on same. Unless the Monitor and Applicants consent otherwise after consultation with the Secured Lender Representative Counsel, the Unsecured Lender Representative Counsel and the Lion's Share Representative, such motion shall be served and filed by the Monitor within 14 days following the LOI Deadline.

Miscellaneous

22. Any amendments to this SISP may only be made with the consent of all of the Reviewing Parties, or by further order of the Court.
23. Any Secured Lender of the Applicants, and the DIP Lender, each acting on its own behalf, shall have the right to credit bid their secured debt against the assets secured thereby up to the full face value of such Secured Lender's claims, including principal, interest and any other obligations owing to such Secured Lender; provided that any such secured lender shall be required to: (i) pay in full in cash any obligations of the Applicants in priority to its secured debt, including any obligations secured by the Charges and allocated to the applicable Property; and (ii) pay appropriate consideration for any assets of the Applicants which are contemplated to be acquired and that are not subject to such Secured Lender's security.
24. Notwithstanding any other provision of this SISP, the Lion's Share Representative shall be entitled to consult with and provide any information it receives to Aird & Berlis LLP, the court appointed representative counsel in The Lion's Share Group Inc.'s receivership proceedings (Court File No CV-24-00717669-00CL), provided that the Lion's Share Representative shall have entered into an NDA with Aird & Berlis LLP that is in form and substance satisfactory to the Applicants and the Monitor prior to sharing any confidential information.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the Monitor at:

KSV Restructuring Inc., as Monitor of
the Applicants
220 Bay Street
13th Floor, PO Box 20
Toronto, ON, M5J 2W4

Attention: Noah Goldstein / David Sieradzki / Christian Vit
Email: ngoldstein@ksvadvisory.com / dsieradzki@ksvadvisory.com / cvit@ksvadvisory.com

with a copy to counsel for the Monitor at:

Cassels Brock & Blackwell LLP
Suite 3200
Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Attention: Ryan Jacobs / Shayne Kukulowicz / Joseph Bellissimo
Email: rjacobs@cassels.com / skukulowicz@cassels.com / jbello@bellissimo.com

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

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

**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.**

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

Proceeding commenced at Toronto

SISP APPROVAL ORDER

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