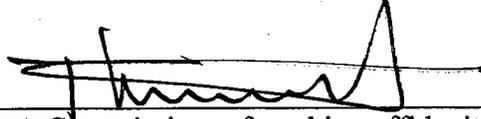


THIS IS EXHIBIT "S" TO THE  
AFFIDAVIT OF **GARY IVANY**  
SWORN THIS 23<sup>RD</sup> DAY OF NOVEMBER, 2018.

A handwritten signature in black ink, appearing to read "Gary Ivany", written over a horizontal line.

A Commissioner for taking affidavits

**SECURITY AGREEMENT**

This Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*") is dated as of October 24, 2016, by and among DME US Holdco Inc., a corporation formed under the laws of the State of Delaware (together with its successors and permitted assigns, being hereinafter referred to collectively as the "*Debtor*"), and Royal Bank of Canada ("*RBC*"), acting as administrative agent hereunder for the Secured Creditors hereinafter identified and defined (RBC acting as such administrative agent and any successor or successors to RBC acting in such capacity being hereinafter referred to as the "*Administrative Agent*").

**PRELIMINARY STATEMENT**

A. DME Limited Partnership, a limited partnership existing under the laws of Prince Edward Island (together with its successors, by amalgamation or otherwise, and permitted assigns, the "*Borrower*"), the Lenders (as defined below) and the Administrative Agent have entered into a Credit Agreement dated as of November 17, 2015 (such Credit Agreement, as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "*Credit Agreement*"), pursuant to which (i) RBC and other banks and financial institutions and letter of credit issuers from time to time party to the Credit Agreement, and other banks and financial institutions from time to time party to the Credit Agreement that accept a Bankers' Acceptance (RBC, and such other banks and financial institutions (including "Swingline Lenders") being hereinafter referred to collectively as the "*Lenders*" and individually as a "*Lender*," and such letter of credit issuers being hereinafter referred to collectively as the "*Issuing Banks*" and individually as an "*Issuing Bank*," and such other banks and financial institutions that accept a Bankers' Acceptance being hereinafter referred to collectively as the "*BA Lenders*" and individually as a "*BA Lender*") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtor and the Borrower (the Administrative Agent, the Issuing Banks, the BA Lenders and the Lenders, together with Affiliates of the Lenders with respect to obligations under Hedging Agreements and Service Agreements, being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. In addition, the Debtor and the Borrower may from time to time be liable to the Administrative Agent and the Secured Creditors with respect to the Obligations (including but not limited to obligations under Hedging Agreements and/or obligations under Service Agreements).

C. The Debtor is an Affiliate of the Borrower, and as a condition to the Administrative Agent and the Lenders consenting to certain transactions pursuant to an Agreement of Consent dated as of the date hereof, or otherwise making financial accommodations available to or for the account of the Borrower under the Credit Agreement, the Secured Creditors require, among other things, that the Debtor grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in the personal property and fixtures of the Debtor described herein subject to the terms and conditions hereof.

D. The Debtor will benefit, directly or indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Debtor and the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

*Section 1. Terms Defined in Credit Agreement.* Except as otherwise provided above and in Section 2 below, all capitalized terms used herein without definition (including in the Preliminary Statement) shall have the same meanings herein as such terms have in the Credit Agreement. The terms "including" (and its variants) shall be interpreted to mean "including, but not limited to," regardless of whether the phrase ", but not limited to," or similar terminology is used in connection with the same.

*Section 2. Grant of Security Interest in the Collateral.* As collateral security for the Secured Obligations defined below, the Debtor hereby grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby);
- (f) Letter-of-Credit Rights and letters of credit;
- (g) Supporting Obligations;
- (h) Deposit Accounts;
- (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);
- (j) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

- (k) Fixtures;
- (l) Commercial Tort Claims (as described on Schedule F hereto or on one or more supplements to this Agreement);
- (m) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) that is represented by, arises from, or relates to any of the foregoing;
- (n) Monies, personal property, and interests in personal property of the Debtor of any kind or description now held by any Secured Creditor or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, any Secured Creditor, or any agent or Affiliate of any Secured Creditor, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;
- (o) Supporting evidence and documents relating to any of the above-described property, including computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;
- (p) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and
- (q) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

all of the foregoing being herein sometimes referred to as the "*Collateral*". All terms that are used in this Agreement that are defined in the Uniform Commercial Code of the State of New York as in effect from time to time ("*UCC*") shall (whether or not such terms are capitalized in the UCC) have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise, it being acknowledged and agreed, subject to the next succeeding sentence, that all Receivables constitute Collateral hereunder. Notwithstanding anything herein to the contrary in clauses (a)-(q) above, the security interest created by this Agreement shall not extend to, and the definition of Collateral shall specifically exclude, (i) any item of General Intangibles or other contractual right, permit or license issued to the Debtor as the permit holder or licensee thereof or any lease to which the Debtor is lessee thereof, in each case only to the extent and for so long as the terms of such General Intangible, contract right, permit, license, or lease effectively (after giving effect to Sections 9-406 through 9-409, inclusive, of the UCC (or

any successor provision or provisions) or any other applicable law) prohibits the creation by the Debtor of a security interest in such General Intangible, contract right, permit, license, or lease in favor of the Administrative Agent or would result in an effective invalidation, termination or breach of the terms of any such General Intangible, contract right, permit, license or lease (after giving effect to Sections 9-406 through 9-409, inclusive, of the UCC (or any successor provision or provisions) or any other applicable law), in each case unless and until any required consents are obtained (and the Debtor covenants to use commercially reasonable efforts to obtain such required consents), (ii) any intent-to-use United States trademark applications or service mark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, and (iii) those assets as to which the Administrative Agent confirms in writing (in its sole discretion) that the cost of obtaining or perfecting such security interest is excessive in relation to the benefit to the Secured Creditors of the security to be afforded thereby.

Notwithstanding the foregoing, the Collateral shall include and the security interest granted in the Collateral shall attach to, (x) all proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items hereunder, (y) all rights to payment due or to become due under any such excluded items referred to herein, and (z) if and when the prohibition that prevents the granting of a security interest in any such property is removed, terminated, or otherwise becomes unenforceable as a matter of law, all such property, and the Collateral will be deemed to include, and at all times to have included, such property without further action or notice by any Person.

*Section 3. Secured Obligations.* This Agreement is made and given to secure, and shall secure, the prompt payment and performance, without duplication, of (a) all Obligations of the Borrower and the Debtor, including obligations of the Borrower under Hedging Agreements and Service Agreements, and all Obligations of the Debtor, as Guarantor under the guaranty agreement to which it is a party, in connection with or with respect to the Credit Agreement, and the other Loan Documents (including (i) all obligations with respect to Loans made and to be made to the Borrower under the Credit Agreement (whether or not evidenced by notes issued thereunder), (ii) all obligations of the Borrower to reimburse the Secured Creditors for the amount of all drawings on all Letters of Credit issued on behalf of the Borrower pursuant to the Credit Agreement and all other obligations of the Borrower under all applications for Letters of Credit, and (iii) all other obligations of the Borrower and the Debtor under the Loan Documents), in each case whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest, costs, fees, and charges after the entry of an order for relief against the Debtor in a case under Title 11 of the United States Bankruptcy Code or any similar proceeding, whether or not such interest, costs, fees and charges would be an allowed claim against the Debtor in such proceeding), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including the lien and security

interest granted hereby in connection with the Credit Agreement or the other Loan Documents (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "*Secured Obligations*"). Notwithstanding anything in this Agreement to the contrary, (a) the right of recovery against the Debtor under this Agreement shall not exceed \$1.00 less than the lowest amount that would render the Debtor's obligations under this Agreement void or voidable under Applicable Law, including fraudulent conveyance law, and (b) the Secured Obligations shall not include any Excluded Swap Obligation (as hereinafter defined).

"*Excluded Swap Obligation*" means, with respect to the Debtor, any Swap Obligation if, and to the extent that, all or a portion of the grant by the Debtor of a security interest to secure any such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Debtor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guaranty of the guarantor becomes effective with respect to such related Swap Obligation.

"*Swap Obligation*" means, with respect to the Debtor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"*Commodity Exchange Act*" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

*Section 4. Covenants, Agreements, Representations and Warranties.* The Debtor hereby covenants and agrees with, and represents and warrants to, the Secured Creditors that:

(a) The Debtor's chief executive office is at the location listed under Column 2 on Schedule A attached hereto opposite the Debtor's name; and the Debtor has no other executive offices or places of business other than those listed under Column 3 on Schedule A attached hereto opposite the Debtor's name. The Collateral is and shall remain in the Debtor's possession or control at the locations listed under Columns 2 and 3 on Schedule A attached hereto opposite the Debtor's name (collectively for the Debtor, the "*Permitted Collateral Locations*"), except for (i) Collateral that constitutes intangible personal property for which the books and records are maintained at a Permitted Collateral Location, (ii) Collateral required by this Agreement to be in the possession of the Administrative Agent, or (iii) Goods in transit or Goods which are being leased out or are being sold on a conditional sale (or similar) basis. If for any reason any Collateral is at any time kept or located at a location other than a Permitted Collateral Location, the Administrative Agent shall nevertheless have and retain a lien on and security interest therein. The Debtor owns or leases, and shall continue to own or lease, the Permitted Collateral Locations except to the extent otherwise disclosed under Columns 2 and 3 on Schedule A or as otherwise permitted hereunder. The Debtor shall not move its chief executive office or maintain a place of business at a location other than those specified under Columns 2 or 3 on Schedule A or permit any Collateral (other than the Collateral

referred to in clauses (i) and (ii) above) to be located at a location other than a Permitted Collateral Location, in each case without first providing the Administrative Agent at least 30 days prior written notice of the Debtor's intent to do so; *provided* that, other than as specified under Columns 2 or 3 on Schedule A, the Debtor shall at all times maintain its chief executive office, places of business, and Permitted Collateral Locations in the United States of America or Canada unless (y) otherwise specifically consented to in writing by the Administrative Agent and (z) the Debtor shall have taken all action reasonably requested by the Administrative Agent or otherwise required by law to maintain the lien and security interest of the Administrative Agent in the Collateral at all times fully perfected and in full force and effect (at which time Schedule A hereof shall be deemed amended to include each such additional Permitted Collateral Location, and the Debtor agrees to furnish to the Administrative Agent from time to time upon its request an updated Schedule A listing all such Permitted Collateral Locations).

(b) The Debtor's legal name and jurisdiction of organization are correctly set forth under Column 1 on Schedule A of this Agreement. The Debtor has not transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names other than the prior legal names (if any) set forth on Schedule B attached hereto. The Debtor shall not change its jurisdiction of organization without first giving 30 days' prior written notice of its intent to do so to the Administrative Agent. The Debtor shall not change its organizational structure or legal name without first providing the Administrative Agent with 30 days' prior written notice of its intent to do so.

(c) The Collateral and every part thereof is and shall remain free and clear of all security interests, liens (including mechanics', laborers' and statutory liens), attachments, levies, and encumbrances of every kind, nature, and description and whether voluntary or involuntary, except for the lien and security interest of the Administrative Agent therein and other Permitted Encumbrances. The Debtor shall warrant and defend the Collateral against any claims and demands of all Persons (other than in respect of Permitted Encumbrances) at any time claiming the same or any interest in the Collateral adverse to any of the Secured Creditors. The Debtor has not granted "Control" as defined in UCC Section 8-106 with respect to any Securities forming part of the Collateral to any Person other than the Agent.

(d) Except as permitted by the Credit Agreement and other than with respect to any Collateral that in the reasonable business judgment of the Debtor has become obsolete or worn out or is no longer necessary for the proper conduct of the business of the Debtor, the Debtor agrees it will not waste or destroy any of the Collateral and will not be negligent in the care or use of any of the Collateral. The Debtor agrees it will not use, manufacture, sell or distribute any Collateral in violation of any statute, ordinance or other governmental requirement except where such violation would not give rise to a Material Adverse Effect. The Debtor will perform its obligations under any contract or other agreement constituting part of the Collateral except where such failure to perform would not give rise to a Material Adverse Effect, and the Debtor understands and agrees

that the Secured Creditors have no responsibility to perform obligations under any contract or other agreement constituting Collateral.

(e) Except as permitted by the Credit Agreement, the Debtor agrees it will not, without the Administrative Agent's prior written consent, sell, assign, mortgage, lease, or otherwise dispose of the Collateral or any interest therein.

(f) The Debtor will insure its Collateral consisting of tangible personal property as and to the extent required by the Credit Agreement and otherwise conforming to the requirements of the Credit Agreement.

(g) *Reserved.*

(h) If any Collateral is in the possession or control of any agents or processors of the Debtor and the Agent reasonably so requests, the Debtor agrees to notify such agents or processors in writing of the Administrative Agent's lien and security interest therein and, upon the occurrence and during the continuance of an Event of Default, instruct them to hold all such Collateral for the Administrative Agent's account and subject to the Administrative Agent's instructions. As to any premises not owned by the Debtor wherein Collateral is located, if any, the Debtor shall, upon the Administrative Agent's request, use commercially reasonable efforts to cause the owner of any of such premises to enter into an agreement (any such agreement to contain a legal description of such premises) whereby such party disclaims (or agrees to subordinate) any right, title, and interest in and lien on the Collateral, allows the removal of such Collateral by the Administrative Agent or its agents or representatives, and otherwise is in form and substance reasonably acceptable to the Administrative Agent.

(i) The Debtor agrees from time to time, upon the reasonable request of the Administrative Agent, to deliver to the Administrative Agent evidence of the existence, identity, and location of its Collateral and of its availability as collateral security pursuant hereto. The Administrative Agent shall have the right to verify all or any part of the Collateral in any reasonable manner, and through any reasonable medium, and the Debtor, at its sole expense, agrees to furnish all assistance and information, and perform any acts, that the Administrative Agent may reasonably require in connection therewith.

(j) The Debtor will comply with the terms and conditions of any and all leases, easements, right-of-way agreements, and other agreements binding upon the Debtor and affecting the Collateral, in each case that cover the premises wherein the Collateral is located, and any orders, ordinances, laws or statutes of any city, state or other governmental entity, department or agency having jurisdiction with respect to such premises or the conduct of business thereon, except in each case where non-compliance could not reasonably be expected to give rise to a Material Adverse Effect;

(k) Schedule C attached hereto contains a true and complete listing of all patents, trademarks, tradestyles, copyrights, and other intellectual property rights (including all registrations and applications therefor) owned by the Debtor as of the date

hereof that are registered with any governmental authority. The Debtor shall promptly notify the Administrative Agent in writing of any additional intellectual property rights developed, acquired or otherwise arising after the date hereof that are or are required to be registered with any governmental authority and that have a material economic value, and, upon Administrative Agent's request, the Debtor shall submit to the Administrative Agent a supplement to Schedule C to reflect such additional rights (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). The Debtor owns or possesses rights to use all franchises, licenses, domain names and URLs, patents, trademarks, trade names, tradestyles, copyrights, and rights with respect to the foregoing that are material to the conduct of its business. No event has occurred that permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and the Debtor is not liable to any Person for infringement under applicable law with respect to any such rights as a result of its business operations that, in any such case or in the aggregate, would give rise to a Material Adverse Effect.

(l) Schedule F attached hereto contains a true, complete and current listing of all Commercial Tort Claims held by the Debtor as of the date hereof, each described by referring to the applicable court proceeding index and a specific incident giving rise to the claim. The Debtor agrees to execute and deliver to the Administrative Agent an agreement in the form attached hereto as Schedule G, or in such other form reasonably acceptable to the Administrative Agent, within 15 days of becoming aware of any Commercial Tort Claim of the Debtor after the date hereof (provided the Debtor's failure to do so shall not impair any security interest of the Administrative Agent therein).

(m) The Debtor agrees to execute and deliver to the Administrative Agent such further agreements, assignments, instruments, and documents, and to do all such other things, as the Administrative Agent may reasonably deem necessary or appropriate to assure the Administrative Agent its lien and security interest hereunder, including (i) such financing statements, and amendments thereof or supplements thereto, or other instruments and documents as the Administrative Agent may from time to time reasonably require to comply with the UCC and any other applicable law, (ii) such agreements with respect to patents, trademarks, copyrights, applications for any of the foregoing, domain names and URLs, and similar intellectual property rights as the Administrative Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) such control agreements with respect to Deposit Accounts, Investment Property, Letter-of-Credit Rights, and electronic Chattel Paper, and to cause the relevant depository institutions, financial intermediaries, and issuers to execute and deliver such control agreements, as the Administrative Agent may from time to time reasonably require. The Debtor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to the Debtor wherever the Administrative Agent in its sole discretion decides to file the same. The Debtor hereby authorizes the Administrative Agent to file any and all financing statements covering the Collateral or any part thereof as the Administrative Agent may require, including financing statements describing the Collateral as "all assets" or "all

personal property” or words of like meaning. Any such filing by or on behalf of the Administrative Agent prior to the date hereof is in all respects approved, ratified and confirmed. The Administrative Agent may order lien searches from time to time against the Debtor and the Collateral, and the Debtor shall promptly reimburse the Administrative Agent for all documented, reasonable costs and expenses incurred in connection with such lien searches. In the event for any reason the law of any jurisdiction other than New York becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, the Debtor agrees to execute and deliver all such agreements, assignments, instruments, and documents and to do all such other things as the Administrative Agent reasonably deems necessary or appropriate to preserve, protect, and enforce the security interest of the Administrative Agent under the law of such other jurisdiction.

(n) On failure of the Debtor to perform any of the covenants and agreements herein contained, the Administrative Agent may, at its option and upon prior written notice to the Debtor, perform the same and in so doing may expend such sums as the Administrative Agent reasonably deems advisable in the performance thereof, including the payment of any insurance premiums, the payment of any taxes, liens, and encumbrances, expenditures made in defending against any adverse claims, and all other expenditures that the Administrative Agent may be compelled to make by operation of law or that the Administrative Agent may make by agreement or otherwise for the protection of the security hereof. All such reasonable and documented sums and amounts so expended shall be repayable by the Debtor upon demand and shall constitute additional Secured Obligations secured hereunder, and shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a year of 365/366 days for the actual number of days elapsed) equal to interest at the highest level of interest stipulated for US Base Rate Advances in the definition of “Applicable Margin” plus two percent (2%) per annum in order to compensate the Lenders for the additional risk, with any change in such rate per annum as so determined to be effective on the date of such change to the interest at the highest level of interest stipulated for US Base Rate Advances in the definition of “Applicable Margin” in accordance with the Credit Agreement (such rate per annum as so determined being hereinafter referred to as the “Default Rate”). No such performance of any covenant or agreement by the Administrative Agent on behalf of the Debtor, and no such advancement or expenditure therefor, shall relieve the Debtor of any default under the terms of this Agreement or in any way obligate any Secured Creditor to take any further or future action with respect thereto. The Administrative Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Administrative Agent is hereby authorized to charge any account of the Debtor maintained with any Secured Creditor for the amount of such sums and amounts so expended.

*Section 5. Special Provisions Re: Receivables.*

(a) Unless an Event of Default has occurred and is continuing, the Debtor may (i) compromise, compound, settle and adjust disputes and claims with its customers and account debtors with respect to Receivables, (ii) handle returns and recoveries, and grant payment extensions for any Receivable or discounts, credits, and allowances, and (iii) release, wholly or partially, any Person liable for the payment of any Receivable, in each case in the ordinary course of its business as presently conducted for amounts and on terms that the Debtor in good faith considers advisable.

(b) Unless any Default or Event of Default has occurred and is continuing, any merchandise or other goods that are returned by a customer or account debtor or otherwise recovered may be resold by the Debtor in the ordinary course of its business as presently conducted in accordance with Section 7(b) hereof; and, during the continuance of any Event of Default, such merchandise and other goods shall be set aside at the request of the Administrative Agent and held by the Debtor as trustee for the Secured Creditors and shall remain part of the Collateral. After the occurrence and during the continuance of any Event of Default, at the Administrative Agent's request, the discretion granted in Section 5(b) shall terminate and the Debtor (x) shall notify the Administrative Agent promptly of all returns and recoveries and, on the Administrative Agent's request, deliver any such merchandise or other goods to the Administrative Agent, and (y) shall also notify the Administrative Agent promptly of all disputes and claims and settle or adjust them at no expense to the Administrative Agent, but no discount, credit or allowance (other than in de minimis amounts) shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by the Debtor without the Administrative Agent's consent. The Administrative Agent may, at all times after the occurrence and during the of continuance of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms that the Administrative Agent considers advisable, without any further consent of the Debtor.

(c) Promptly upon the reasonable request from time to time by the Administrative Agent, to the extent any Receivable or other item of Collateral is evidenced by an Instrument or tangible Chattel Paper, the Debtor shall cause such Instrument or tangible Chattel Paper to be pledged and delivered (or cause to be delivered) to the Administrative Agent, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance reasonably satisfactory to the Administrative Agent and as the Administrative Agent may reasonably request.

*Section 6. Collection of Receivables.* (a) Except as otherwise provided in this Agreement, the Debtor shall make collection of its Receivables and may use the same to carry on its business in the ordinary course and otherwise subject to the terms hereof.

(b) In the event the Administrative Agent requests the Debtor to do so upon the occurrence and during the continuance of an Event of Default:

(i) all Instruments and tangible Chattel Paper, checks and other payments at any time received with respect to or constituting Receivables (including any postdated checks) shall, upon receipt by the Debtor, be immediately endorsed to and deposited with Administrative Agent; and/or

(ii) the Debtor shall instruct all customers and account debtors to remit all payments in respect of Receivables or any other Collateral to a lockbox or lockboxes under the sole custody and control of the Administrative Agent and that are maintained at one or more post offices selected by the Administrative Agent.

(c) Upon the occurrence and during the continuance of an Event of Default, whether or not the Administrative Agent has exercised any of its other rights under the other provisions of this Section 6, the Administrative Agent or its designee may notify the Debtor's customers and account debtors at any time that Receivables have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and either in its own name, or the Debtor's name, or both, demand, collect (including through a lockbox analogous to that described in Section 6(b)(ii) hereof), receive, settle, adjust disputes and claims with respect to, give receipt for, sue for, compound and give acquittance for, any or all amounts due or to become due on Receivables, and in the Administrative Agent's discretion file any claim or take any other action or proceeding that the Administrative Agent may deem necessary or appropriate to protect and realize upon the security interest of the Administrative Agent in the Receivables or any other Collateral.

(d) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Administrative Agent pursuant to any of the provisions of Sections 6(b) or 6(c) hereof may be handled and administered by the Administrative Agent in and through a remittance account or accounts maintained at the Administrative Agent or by the Administrative Agent at a commercial bank or banks selected by the Administrative Agent (collectively the "*Depository Banks*" and individually a "*Depository Bank*"), and the Debtor acknowledges that the maintenance of such remittance accounts by the Administrative Agent is solely for the Administrative Agent's convenience and that the Debtor does not have any right, title or interest in such remittance accounts or any amounts at any time standing to the credit thereof, except to the extent such amounts are in excess of the amounts owed under the Loan Documents. The Administrative Agent may, after the occurrence and during the continuance of any Default or Event of Default, apply all or any part of any proceeds of Receivables or other Collateral received by it to the payment of the Secured Obligations (whether or not then due and payable), such applications to be made in such amounts and in such manner and order provided in Section 12.03 of the Credit Agreement. The Administrative Agent need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Depository Bank has received final payment therefor at its office in cash or final solvent credits current at the site of deposit acceptable to the Administrative Agent and the Depository Bank as such. However, if the Administrative Agent does permit credit to be given for any item prior to a Depository Bank receiving final payment therefor and such Depository Bank fails to receive such final payment or an item is charged back to the Administrative Agent or any Depository Bank for any reason, the Administrative Agent may at its election in either instance charge the amount of such item back against any such remittance accounts or any Deposit Account of the Debtor subject to the lien and security interest of this Agreement, together with interest thereon at the Default Rate. Concurrently with each transmission of any proceeds of Receivables or other Collateral to any such remittance account, upon the Administrative Agent's request, the Debtor shall furnish the Administrative Agent with a report in such form as Administrative Agent shall reasonably require identifying the particular Receivable or such other Collateral from which the same arises

or relates. The Debtor hereby indemnifies the Secured Creditors from and against all liabilities, damages, losses, actions, claims, judgments, and all reasonable costs, expenses, charges, and attorneys' fees suffered or incurred by any Secured Creditor because of the maintenance of the foregoing arrangements; *provided, however*, that the Debtor shall not be required to indemnify any Secured Creditor for any of the foregoing to the extent they arise solely from the gross negligence or willful misconduct of the Person seeking to be indemnified as finally determined by a court of competent jurisdiction. The Secured Creditors shall have no liability or responsibility to the Debtor for the Administrative Agent or any Depositary Bank accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

*Section 7. Special Provisions Re: Inventory and Equipment.* (a) The Debtor shall at its own cost and expense maintain, keep, and preserve its Inventory in good and merchantable condition and keep and preserve its Equipment in good repair, working order, and condition, ordinary wear and tear excepted.

(b) As of the time any Inventory or Equipment of the Debtor becomes subject to the security interest provided for hereby and at all times thereafter, the Debtor shall be deemed to have warranted as to any and all of such Inventory and Equipment that all warranties of the Debtor set forth in this Agreement are true and correct in all material respects with respect to such Inventory and Equipment; and that all such Inventory and Equipment is located at a location set forth pursuant to Section 4(a) hereof.

(c) If an Event of Default has occurred and is continuing, and if the Administrative Agent has directed the Debtor to do so, the Debtor shall at its own cost and expense, within 15 days of acquiring any vehicle, deliver or cause to be delivered to the Administrative Agent, the certificate of title with respect to such vehicle, together with a duly completed application required by the applicable registration office in order to have the Administrative Agent's lien noted on such certificate of title. Moreover, the Debtor shall at its own cost and expense cause the lien of the Administrative Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Administrative Agent.

(d) Except for Equipment from time to time located on the real estate described on Schedule D attached hereto or as otherwise hereafter disclosed to the Administrative Agent in writing, none of the material Equipment is or will be attached to real estate in such a manner that the same may become a fixture.

*Section 8. Special Provisions Re: Investment Property, and Deposits.* (a) Unless an Event of Default has occurred and is continuing and thereafter until such Event of Default is cured or waived:

(i) the Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to its Investment Property, or any part thereof, for all purposes that do

not conflict with the terms of this Agreement, the Credit Agreement or any other document evidencing or otherwise relating to any Secured Obligations; and

(ii) the Debtor shall be entitled to receive and retain all cash dividends and distributions paid upon or in respect of its Investment Property to the extent permitted by the Credit Agreement subject to the lien and security interest of this Agreement.

(b) All Collateral on the date hereof that is comprised of (i) Investment Property (including all securities, certificated or uncertificated, securities accounts, and commodity accounts), and (ii) all other equity interests in legal Persons that do not necessarily constitute "Investment Property" are listed and identified on Schedule E attached hereto and made a part hereof. For purposes of this Agreement, the term "Investment Property" shall also include the equity interests referred to in clause (ii) of the preceding sentence. The Debtor shall promptly notify the Administrative Agent of any other Investment Property acquired or maintained by the Debtor after the date hereof and shall submit to the Administrative Agent a supplement to Schedule E to reflect such additional rights (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). Certificates for all certificated securities (including promissory notes) now or at any time constituting Investment Property shall be promptly delivered by the Debtor to the Administrative Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto, including all Investment Property received in respect of a stock dividend (or corresponding distribution from another entity type) or resulting from a split-up, revision or reclassification of such Investment Property or any part thereof or received in addition to, in substitution of or in exchange for such Investment Property or any part thereof as a result of a merger, consolidation or otherwise. With respect to any uncertificated securities or any Investment Property held by a securities intermediary, commodity intermediary, or other financial intermediary of any kind, at the Administrative Agent's request (acting reasonably), the Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among the Debtor, the Administrative Agent, and such issuer or intermediary in form and substance satisfactory to the Administrative Agent that provides, among other things, for the issuer's or intermediary's agreement that it will comply with such entitlement orders, and apply any value distributed on account of any such Investment Property, as directed by the Administrative Agent without further consent by the Debtor. The Administrative Agent may, at any time after the occurrence and during the continuance of any Event of Default, cause to be transferred into its name or the name of its nominee or nominees any and all of the Investment Property.

(c) Unless an Event of Default has occurred and is continuing, the Debtor may sell or otherwise dispose of any of its Investment Property to the extent permitted by the Credit Agreement. After the occurrence and during the continuance of any Event of Default, the Debtor shall not sell all or any part of its Investment Property that constitutes Collateral without the prior written consent of the Administrative Agent.

(d) The Debtor represents that on the date of this Agreement, none of its Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System) except to the extent the Debtor has delivered to the

Administrative Agent a duly executed and completed Form U-1 with respect to such margin stock. If at any time the Investment Property or any part thereof consists of margin stock, the Debtor shall promptly so notify the Administrative Agent and deliver to the Administrative Agent a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Administrative Agent in form and substance satisfactory to the Administrative Agent. Furthermore, margin stock may not at any time constitute 25% or more of the value of the Debtor's assets, and the Debtor must promptly dispose of any such excess margin stock.

(e) The Debtor represents and warrants to, and agrees with, the Secured Creditors, as of the date hereof, copies of the certificate or articles of incorporation and by-laws, certificate or articles of organization and operating agreement, and partnership agreement (of each Subsidiary, as applicable (including corresponding organizational documents for any other relevant entity type, each such agreement or document being hereinafter referred to as an "*Organizational Document*") heretofore delivered to the Administrative Agent are true and correct copies thereof and have not been amended or modified in any respect other than as stated therein.

(f) All Deposit Accounts of the Debtor on the date hereof are listed and identified (by account number and depository institution) on Schedule E attached hereto and made a part hereof. The Debtor shall promptly notify the Administrative Agent of any other Deposit Account opened or maintained by the Debtor after the date hereof, and shall submit to the Administrative Agent a supplement to Schedule E to reflect such additional accounts (provided the Debtor's failure to do so shall not impair the Administrative Agent's security interest therein). With respect to any Deposit Account maintained by a depository institution other than the Administrative Agent or any other Lender (including those listed on Schedule E), and as a condition to the establishment and maintenance of any such Deposit Account, the Debtor, the depository institution, and the Administrative Agent shall execute and deliver an account control agreement in form and substance reasonably satisfactory to the Administrative Agent that provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Administrative Agent directing the disposition of the funds in the Deposit Account without further consent by the Debtor. In the sole discretion of the Administrative Agent, if a Deposit Account is opened with a Canadian bank, this provision may be waived if appropriate filings are made contemporaneously with the opening of the account so as to perfect the security interest in such account under the Applicable Law governing such perfection.

*Section 9. Power of Attorney.* In addition to any other powers of attorney contained herein, the Debtor hereby appoints the Administrative Agent or its nominee with full power and authority upon the occurrence and during the continuance of any Event of Default to sign the Debtor's name on verifications of Receivables and other Collateral; to send requests for verification of Collateral and instructions for remitting payments in respect of Receivables or any other Collateral, to the Debtor's customers, account debtors, and other obligors; exercise all voting rights with respect to the Investment Property or other Collateral or any part thereof; to endorse or sign the Debtor's name on assignments, stock powers or other instruments of transfer and on any checks, notes, acceptances, money orders, drafts, and any other forms of payment or security that may come into the Administrative Agent's possession; to endorse the Collateral in

blank or to the order of the Administrative Agent or its nominee; to sign the Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; and to do all things necessary to carry out this Agreement. The Debtor hereby ratifies and approves all lawful acts of any such attorney and agrees that neither the Administrative Agent nor any such attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such Person's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction; provided that, in no event shall they be liable for any punitive, exemplary, indirect or consequential damages. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been fully paid and satisfied and the commitments of the Lenders to extend credit under the Credit Agreement have expired or otherwise terminated.

*Section 10. Defaults and Remedies.* (a) The occurrence of any event or the existence of any condition specified as an "Event of Default" under the Credit Agreement shall constitute an "Event of Default" hereunder.

(b) Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Administrative Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which the Debtor hereby waives to the extent permitted by applicable law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Administrative Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its discretion. In the exercise of any such remedies, the Administrative Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Secured Obligations. In addition to all other sums due any Secured Creditor hereunder, the Debtor shall pay the Secured Creditors all costs and expenses incurred by the Secured Creditors, including all reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or the Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtor in accordance with Section 14(b) hereof at least 10 Business Days before the time of sale or other event giving rise to the requirement of such notice; *provided, however*, no notification need be given to the Debtor if the Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by law, any Secured Creditor may be the purchaser at any such

sale. The Debtor hereby waives all of its rights of redemption from any such sale. The Administrative Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Administrative Agent may further postpone such sale by announcement made at such time and place. The Administrative Agent has no obligation to prepare the Collateral for sale. The Administrative Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and the Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuance of any Event of Default hereunder, in addition to all other rights provided herein or by law, (i) the Administrative Agent shall have the right to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on the Debtor's premises (the Debtor hereby agreeing, to the extent it may lawfully do so, to lease such premises without cost or expense to the Administrative Agent or its designee if the Administrative Agent so requests) or to remove the Collateral or any part thereof to such other places as the Administrative Agent may desire, (ii) the Administrative Agent shall have the right to direct any intermediary at any time holding any Investment Property or other Collateral, or any issuer thereof, to deliver such Collateral or any part thereof to the Administrative Agent and/or to liquidate such Collateral or any part thereof and deliver the proceeds thereof to the Administrative Agent (including the right to deliver a trigger notice or notice of control (however denoted) with respect to any Collateral held in a securities account or commodities account and deliver all entitlement orders with respect thereto), (iii) the Administrative Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of the Debtor, including the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw, and receive all amounts due or to become due or payable thereunder, and (iv) the Debtor shall, upon the Administrative Agent's demand, promptly assemble the Collateral and make it available to the Administrative Agent at a place reasonably designated by the Administrative Agent. If the Administrative Agent exercises its right to take possession of the Collateral, the Debtor shall also at its expense perform any and all other reasonable steps requested by the Administrative Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Administrative Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, upon the occurrence and during the continuance of any Event of Default, all rights of the Debtor to exercise the voting and/or consensual powers that they are entitled to exercise pursuant to Section 8(a)(i) hereof and/or to receive and retain the distributions that they are entitled to receive and retain pursuant to Section 8(a)(ii) hereof, shall, at the option of the Administrative Agent, cease and thereupon become vested in the Administrative Agent, that, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property and/or to receive and retain the distributions that

the Debtor would otherwise have been authorized to retain pursuant to Section 8(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Administrative Agent were the absolute owner thereof including the rights to exchange, at its discretion, all Investment Property that constitutes Collateral or any part thereof upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Administrative Agent of any right, privilege or option pertaining to any such Investment Property and, in connection therewith, to deposit and deliver such Investment Property or any part thereof with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine. In the event the Administrative Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(E) THE DEBTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT WITH RESPECT TO ITS INVESTMENT PROPERTY THAT CONSTITUTES COLLATERAL AND OTHER COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH INVESTMENT PROPERTY AND OTHER COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO AFTER THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH INVESTMENT PROPERTY AND OTHER COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH INVESTMENT PROPERTY AND OTHER COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS OR OTHER EQUITY HOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS OR OTHER EQUITY HOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH INVESTMENT PROPERTY AND OTHER COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH INVESTMENT PROPERTY AND OTHER COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. THE DEBTOR HEREBY RATIFIES AND APPROVES ALL ACTS OF ANY SUCH ATTORNEY AND AGREES THAT NEITHER THE ADMINISTRATIVE AGENT NOR ANY SUCH ATTORNEY WILL BE LIABLE FOR ANY ACTS OR OMISSIONS OR FOR ANY ERROR OF JUDGMENT OR MISTAKE OF FACT OR LAW OTHER THAN SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES. THE FOREGOING POWERS OF ATTORNEY AND PROXY, BEING COUPLED WITH AN INTEREST, ARE IRREVOCABLE UNTIL THE SECURED OBLIGATIONS HAVE BEEN FULLY PAID AND SATISFIED AND ALL COMMITMENTS OF THE LENDERS TO EXTEND CREDIT TO OR FOR THE ACCOUNT OF THE BORROWER UNDER THE CREDIT AGREEMENT HAVE EXPIRED OR OTHERWISE TERMINATED.

(f) Without in any way limiting the foregoing, the Debtor hereby grants to the Secured Creditors a royalty-free irrevocable license and right to use all of the Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade

names, trade styles, as well as applications for all of the foregoing, and similar intangibles solely in connection with any foreclosure or other realization by the Administrative Agent or the Secured Creditors on all or any part of the Collateral to the extent permitted by law and in accordance with the terms of this Agreement. The license and right granted the Secured Creditors hereby shall be without any royalty or fee or charge whatsoever.

(g) The powers conferred upon the Secured Creditors hereunder are solely to protect their interest in the Collateral and shall not impose on them any duty to exercise such powers. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, consisting of similar type assets, it being understood, however, that the Administrative Agent shall have no responsibility for (i) ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral, or (iii) initiating any action to protect the Collateral or any part thereof against the possibility of a decline in market value. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtor in any way related to the Collateral, and the Administrative Agent shall have no duty or obligation to discharge any such duty or obligation. Neither any Secured Creditor nor any party acting as attorney for any Secured Creditor shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such Person's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction; *provided* that, in no event shall they be liable for any punitive, exemplary, indirect or consequential damages.

(h) Failure by the Administrative Agent to exercise any right, remedy or option under this Agreement or any other agreement between the Debtor and the Administrative Agent or provided by law, or delay by the Administrative Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. No single or partial exercise by the Administrative Agent of any right, remedy, or power hereunder, under the Loan Documents, or under any other document or agreement executed in connection therewith or herewith shall preclude any other or future exercise of any other right, remedy or power. No right, power or remedy of the Administrative Agent as provided in the Loan Documents or this Agreement is intended to be exclusive of any other right, power, or remedy of the Agent, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to the Administrative Agent now or hereafter existing at law or in equity and may be pursued separately, successively or together against the Debtor or any endorser, co-maker, surety or guarantor of the Obligations, or any one or more of them, at the discretion of the Administrative Agent. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Administrative Agent. To the maximum extent permitted by applicable law, after the Administrative Agent commences an action to foreclose or realize upon the Collateral, the Debtor waives any right to cure the applicable Event of Default.

*Section 11. Application of Proceeds.* The proceeds and avails of the Collateral at any time received by the Administrative Agent upon the occurrence and during the continuance of any Event of Default shall, when received by the Administrative Agent in cash or its equivalent, be applied by the Administrative Agent in reduction of, or held as collateral security for, the Secured Obligations in accordance with the terms of the Credit Agreement. The Debtor shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Debtor or to whomsoever the Administrative Agent reasonably determines is lawfully entitled thereto.

*Section 12. Continuing Agreement.* (a) This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied and the commitments of the Lenders to extend credit under the Credit Agreement have expired or otherwise terminated. Upon such termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of the Debtor, forthwith release its liens and security interests hereunder.

(b) If any of the Collateral shall be sold or otherwise disposed of by the Debtor as permitted by the Credit Agreement and this Agreement, the security interest granted hereby in such Collateral shall be released currently with such disposition and the Administrative Agent, at the request and sole expense of the Debtor, shall execute and deliver to the Debtor, as soon as reasonably practicable, evidence of such release as reasonably requested by the Debtor, including the delivery of certificates of title (and any other documents required by the applicable registration office to release the Administrative Agent's lien with respect to such vehicle) in connection with the sale of a vehicle as permitted by the Credit Agreement.

*Section 13. The Administrative Agent.* In acting under or by virtue of this Agreement, the Administrative Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Credit Agreement, all of which provisions of said Credit Agreement (including Article XIV thereof) are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Administrative Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

*Section 14. Miscellaneous.* (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon the Debtor, its successors, by merger, consolidation or otherwise, and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their successors and permitted assigns; *provided, however*, that the Debtor may not assign its rights or delegate its duties hereunder without the Administrative Agent's prior written consent. Without limiting the generality of the foregoing, any Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, subject to the limitations and provisions of the Credit Agreement and any document or instrument evidencing such indebtedness, and such other Person shall

thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth in the Credit Agreement (or in the case of the Debtor, at the address or facsimile number set forth in the Credit Agreement for the Borrower), or such other address or facsimile number as such party may hereafter specify by notice to the other given by the same means. All such notices shall be deemed to have been given on the date determined in accordance with the Credit Agreement. Without limiting the foregoing, each notice, request or other communication given hereunder shall be effective if delivered in the manner set forth in the Credit Agreement.

(c) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof that are otherwise lawful and valid shall remain in full force and effect.

(d) The lien and security interest herein created and provided for stand as direct and primary security for the Secured Obligations of the Debtor and the Borrower arising under or otherwise relating to the Credit Agreement and the Obligations of the Debtor under the guaranty agreement to which it is a party, as well as for the other Secured Obligations secured hereby. No application of any sums received by the Secured Creditors in respect of the Collateral or any disposition thereof to the reduction of the Secured Obligations or any part thereof shall in any manner entitle the Debtor to any right, title or interest in or to the Secured Obligations or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Obligations have been fully paid and satisfied and all commitments to extend credit under the Credit Agreement have expired or otherwise terminated. Subject to applicable law, the Debtor acknowledges and agrees that the lien and security interest hereby created and provided are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of any Secured Creditor or any other holder of any Secured Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any acceptance by any Secured Creditor or any other holder of any Secured Obligations of any other security for or guarantors upon any of the Secured Obligations or by any failure, neglect or omission on the part of any Secured Creditor or any other holder of any of the Secured Obligations to realize upon or protect any of the Secured Obligations or any collateral or security therefor. Subject to applicable law or otherwise permitted by the Credit Agreement, the lien and security interest hereof shall not in any manner be impaired or affected by (and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Obligations or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. The Secured Creditors may at their discretion at any time grant credit to the Borrower

without notice to the Debtor in such amounts and on such terms as the Secured Creditors may elect without in any manner impairing the lien and security interest created and provided for hereunder. In order to the benefits granted the Secured Creditors hereunder and under applicable law, there shall be no obligation on the part of any Secured Creditor or any other holder of any Secured Obligations at any time to first resort for payment to the Debtor, the Borrower, any other Person obligated hereunder or to any guaranty of the Secured Obligations or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and the Administrative Agent shall have the right to enforce this Agreement against the Debtor or the Collateral irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

(e) This Agreement may be executed by fax, electronic mail (pdf format) (which, to the maximum extent permitted by applicable law, shall have the same force and effect as an originally executed version of this Agreement) and in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Debtor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

(f) This Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the substantive laws (without regard to principles of conflicts of law) of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligation Laws.

(g) The Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York County, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Debtor irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. THE DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

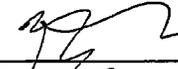
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered as of the date first above written.

"DEBTOR"

---

**DME US HOLDCO INC.**

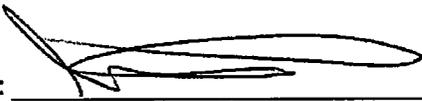
By   
Name Doc McIsaac  
Title President, secretary and treasurer

Accepted and agreed to in Toronto, Canada, as  
of the date first above written.

ROYAL BANK OF CANADA, as Administrative  
Agent

STEVE ANDERSON  
AUTHORIZED SIGNATORY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: STEVE ANDERSON  
Title: MANAGER

**SCHEDULE A**

**LOCATIONS**

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS
DME US HOLDCO INC. Delaware	333 Bay Street, Suite 640, Toronto Ontario M5H 2R2	None

**SCHEDULE B**

**OTHER NAMES**

PRIOR LEGAL NAMES

NONE.

**SCHEDULE C**

**INTELLECTUAL PROPERTY RIGHTS**

**DOMAIN NAMES/URLS:**

**PATENTS, PATENT APPLICATIONS, TRADEMARKS, TRADEMARK APPLICATIONS, COPYRIGHTS  
AND COPYRIGHT APPLICATIONS:**

**Trademarks:**

NONE			

**Patents:**

PATENTS	Registration Number	Registration Date	Jurisdiction Registered
<b>NONE</b>			

**SCHEDULE D**

**REAL ESTATE ADDRESSES**

NONE.

**SCHEDULE E**

**INVESTMENT PROPERTY AND DEPOSITS**

**A. INVESTMENT PROPERTY  
(INCLUDING NON-CORPORATE ENTITIES AS CONTEMPLATED IN SECTION 8(B))**

NAME OF ISSUER	NUMBER AND CLASS OF SHARES/UNITS/INTEREST	ENTITY TYPE AND JURISDICTION	OWNERSHIP PERCENTAGE (WITHIN CLASS, AS APPLICABLE)
Accent USA Assets, LLC	Membership interest	Limited liability company formed under the laws of South Carolina	Sole member -100%
Accent US GP LLC	Membership interest	limited liability company formed under the laws of Delaware	Sole member -100%
Accent USA Manufacturing LP	Limited partnership interest	limited partnership formed under the laws of South Carolina	100% of limited partnership interest (98% of all partnership interests)

OTHER INVESTMENT PROPERTY (MONEY MARKET FUNDS, ETC):

**B. DEPOSITS**

NAME OF LOAN PARTY	BANK NAME	ACCOUNT NUMBER AND ACCOUNT TYPE	BRANCH ADDRESS
None			

**SCHEDULE F**

**COMMERCIAL TORT CLAIMS**

NONE.

## SCHEDULE G

### *SUPPLEMENTAL SECURITY AGREEMENT*

THIS SUPPLEMENTAL SECURITY AGREEMENT (this "*Agreement*") dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ from DME US Holdco Inc., a Delaware corporation (together with its successors and permitted assigns, being hereinafter referred to collectively as the "*Debtor*"), to Royal Bank of Canada ("*RBC*"), as administrative agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (RBC acting as such administrative agent and any successor or successors to RBC in such capacity being hereinafter referred to as the "*Administrative Agent*").

### PRELIMINARY STATEMENTS

A. The Debtor has executed and delivered to the Administrative Agent that certain Security Agreement dated as of \_\_\_\_\_, 2016 (such Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the "*Security Agreement*"), pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in the Collateral to secure the Secured Obligations (as such term is defined in the Security Agreement).

B. Pursuant to the Security Agreement, the Debtor has granted to the Administrative Agent, among other things, a continuing security interest in all Commercial Tort Claims and all of the Debtor's other personal property.

C. The Debtor has acquired a Commercial Tort Claim, and executes and delivers this Agreement to confirm and assure the Administrative Agent's security interest therein.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Debtor and the Borrower and the other Obligors (as each are defined in the Security Agreement) by the Secured Creditors from time to time, the Debtor hereby agrees as follows:

1. In order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the Debtor does hereby grant to the Administrative Agent for the benefit of the Secured Creditors, and hereby agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in the Commercial Tort Claim described below:

(Insert description of the Commercial Tort Claim by referring to the applicable court proceeding index and a specific incident giving rise to the claim)

2. Schedule F (Commercial Tort Claims) to the Security Agreement is hereby amended to include reference to the Commercial Tort Claim referred to in Section 1 above. The

Commercial Tort Claim described herein is in addition to, and not in substitution or replacement for, the Commercial Tort Claims heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted by the Debtor in favor of the Administrative Agent under the Security Agreement.

3. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Collateral" and any provision of the Security Agreement providing meaning to such term shall be deemed to include the Commercial Tort Claim referred to in Section 1 above. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

4. The Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Administrative Agent may deem necessary or proper to carry out more effectively the purposes of this Agreement.

5. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

6. The Debtor acknowledges that this Agreement shall be effective upon its execution and delivery by the Debtor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

7. This Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the substantive laws (without regard to principles of conflicts of law) of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligation Laws.

*"DEBTOR"*

DME US HOLDCO INC.

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_