

**THIS IS EXHIBIT "J" TO THE AFFIDAVIT OF
GERALD BACHYNSKI SWORN BEFORE ME
THIS 25TH DAY OF MARCH, 2015**



A Commissioner for taking Affidavits

EXECUTION COPY

AMENDED AND RESTATED FINANCING AGREEMENT**Dated as of July 30, 2013****by and among****COMARK INC.**

THE LENDERS FROM TIME TO TIME PARTY HERETO,

CERBERUS BUSINESS FINANCE, LLC,**as Collateral Agent,****and****WELLS FARGO FOOTHILL CANADA ULC,****as Administrative Agent**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS; CERTAIN TERMS	2
Section 1.01 Definitions.....	2
Section 1.02 Terms Generally.....	44
Section 1.03 Certain Matters of Construction.....	44
Section 1.04 Accounting and Other Terms.....	45
Section 1.05 Time References	45
Section 1.06 Monctary References for Letters of Credit.....	45
ARTICLE 2 THE LOANS.....	46
Section 2.01 Commitments.....	46
Section 2.02 Making the Loans	47
Section 2.03 Repayment of Loans; Evidence of Debt	50
Section 2.04 Interest.....	51
Section 2.05 Reduction of Commitment; Prepayment of Loans	55
Section 2.06 Fees	59
Section 2.07 Securitization	60
Section 2.08 Taxes	61
ARTICLE 3 LETTERS OF CREDIT.....	63
Section 3.01 Letters of Credit	63
ARTICLE 4 FEES, PAYMENTS AND OTHER COMPENSATION	67
Section 4.01 Audit and Collateral Monitoring Fees	67
Section 4.02 Payments; Computations and Statements	68
Section 4.03 Sharing of Payments, Etc.....	69
Section 4.04 Apportionment of Payments	69
Section 4.05 Increased Costs and Reduced Return.....	71
ARTICLE 5 CONDITIONS TO LOANS.....	72
Section 5.01 Conditions Precedent	72
Section 5.02 Conditions Precedent to Term Loans on the Restatement Effective Date and All Revolving Loans and Letters of Credit and Term Loans.....	76
ARTICLE 6 REPRESENTATIONS AND WARRANTIES.....	77
Section 6.01 Representations and Warranties.....	77
ARTICLE 7 COVENANTS OF THE LOAN PARTIES	86
Section 7.01 Affirmative Covenants.....	86
Section 7.02 Negative Covenants	94
Section 7.03 Financial Covenants.....	100

ARTICLE 8 MANAGEMENT, COLLECTION AND STATUS OF ACCOUNTS	
RECEIVABLE AND OTHER COLLATERAL	100
Section 8.01 Collection of Accounts Receivable; Management of Collateral.....	100
Section 8.02 Accounts Receivable Documentation	103
Section 8.03 Status of Accounts Receivable and Other Collateral.....	103
Section 8.04 Collateral Custodian.....	104
ARTICLE 9 EVENTS OF DEFAULT	
Section 9.01 Events of Default	104
ARTICLE 10 AGENTS	
Section 10.01 Appointment	108
Section 10.02 Nature of Duties; Delegation	109
Section 10.03 Rights, Exculpation, Etc	110
Section 10.04 Reliance.....	110
Section 10.05 Indemnification	111
Section 10.06 Agents Individually.....	111
Section 10.07 Successor Agent.....	111
Section 10.08 Collateral Matters.....	112
Section 10.09 Agency for Perfection	114
Section 10.10 Quebec Security	114
Section 10.11 No Third Party Beneficiaries	115
Section 10.12 No Fiduciary Relationship	115
Section 10.13 Reports; Confidentiality; Disclaimers.....	115
Section 10.14 [Intentionally Omitted]	116
Section 10.15 Collateral Agent May File Proofs of Claim.....	116
Section 10.16 No Reliance on any Agent's Customer Identification Program	116
ARTICLE 11 GUARANTY	
Section 11.01 Guaranty.....	117
Section 11.02 Guaranty Absolute	117
Section 11.03 Waiver.....	118
Section 11.04 Continuing Guaranty; Assignments.....	118
Section 11.05 Subrogation	119
ARTICLE 12 MISCELLANEOUS	
Section 12.01 Notices, Etc	119
Section 12.02 Amendments, Etc	122
Section 12.03 No Waiver; Remedies, Etc.....	123
Section 12.04 Expenses; Taxes; Attorneys' Fees.....	123
Section 12.05 Right of Set-off.....	124
Section 12.06 Severability	124
Section 12.07 Assignments and Participations	125
Section 12.08 Counterparts.....	129
Section 12.09 GOVERNING LAW.....	129
Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.....	129

Section 12.11	WAIVER OF JURY TRIAL, ETC	130
Section 12.12	Consent by the Agents and Lenders.....	130
Section 12.13	No Party Deemed Drafter	131
Section 12.14	Reinstatement; Certain Payments	131
Section 12.15	Indemnification	131
Section 12.16	Records	132
Section 12.17	Binding Effect.....	132
Section 12.18	Interest.....	133
Section 12.19	Confidentiality	134
Section 12.20	Public Disclosure	135
Section 12.21	Section Headings	135
Section 12.22	Integration.....	135
Section 12.23	Judgment Currency	135
Section 12.24	Canadian Lenders.....	136
Section 12.25	USA PATRIOT Act.....	136
Section 12.26	No Novation.....	136
Section 12.27	Waiver and Consent of Existing Term Loan Lenders	137

SCHEDULE AND EXHIBITS

Schedule F-1	Facilities
Schedule C-1	Lenders and Lenders' Commitments
Schedule D-1	Existing Letters of Credit
Schedule 6.01(e)	Subsidiaries
Schedule 6.01(f)	Litigation; Commercial Tort Claims
Schedule 6.01(h)	Compliance with Material Agreements
Schedule 6.01(i)	ERISA
Schedule 6.01(o)	Real Property
Schedule 6.01(q)	[Intentionally Omitted]
Schedule 6.01(r)	Environmental Matters
Schedule 6.01(s)	Insurance
Schedule 6.01(v)(i)	Bank Accounts
Schedule 6.01(v)(ii)	Credit Card Processors and Credit Card Issuers
Schedule 6.01(w)	Intellectual Property
Schedule 6.01(x)	Material Contracts
Schedule 6.01(dd)	Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN
Schedule 6.01(ee)	Tradenames
Schedule 6.01(ff)	Collateral Locations
Schedule 7.01(a)(v)	Collateral Reports
Schedule 7.02(a)	Existing Liens
Schedule 7.02(b)	Existing Indebtedness
Schedule 7.02(e)	Existing Investments
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Lockbox Banks and Lockbox Accounts
Exhibit 2.02(a)	Notice of Borrowing
Exhibit A-1	Assignment and Acceptance
Exhibit B-1	Borrowing Base Certificate
Exhibit C-1	Compliance Certificate
Exhibit L-1	LIBOR Notice

AMENDED AND RESTATED FINANCING AGREEMENT

Amended and Restated Financing Agreement, dated as of July 30, 2013, by and among COMARK INC., a Canadian federal corporation (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages hereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties hereto (each a "Lender" and collectively, the "Lenders"), CERBERUS BUSINESS FINANCE, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), and WELLS FARGO FOOTHILL CANADA ULC, an Alberta unlimited liability company ("WFFC"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower, the Guarantors, the financial institutions from time to time party thereto (collectively, the "Existing Lenders") and the Agents are party to the Financing Agreement, dated as of January 31, 2005 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Financing Agreement"), pursuant to which the Existing Lenders extended credit to the Borrower consisting of (a) a term loan A in the original aggregate principal amount of CDN\$5,000,000 (the "Existing Term Loan A"), CDN\$0 of which remains outstanding as of the Restatement Effective Date (as defined herein), (b) a multiple draw term loan B in the aggregate principal amount of CDN\$39,000,000 (the "Existing Term Loan B"; together with the Existing Term Loan A, each an "Existing Term Loan" and, collectively, the "Existing Term Loans"), CDN\$1,250,000 of which remains outstanding as of the Restatement Effective Date (as defined herein), and (c) a revolving credit facility in an aggregate principal amount not to exceed CDN\$25,000,000 (the "Existing Revolving Loans" and together with the Existing Term Loans, collectively, the "Existing Loans") at any time outstanding, which includes a CDN\$15,000,000 subfacility for the issuance of letters of credit.

The Existing Loans (together with all accrued and unpaid interest, fees, indemnities, costs and other payment obligations that are outstanding immediately prior to the date hereof) are owing as of the Restatement Effective Date (as hereinafter defined), and are payable without set-off, counterclaim, deduction, offset or defense and are secured by a first priority security interest in and lien on substantially all of the assets of the Loan Parties pursuant to the Security Documents (as hereinafter defined) and the other collateral documents.

The Borrower, the Guarantors, the Lenders and the Agents wish to amend and restate the Existing Financing Agreement in its entirety, it being the intention of the parties hereto that (a) except for the Existing Term Loan B Partial Payoff (as hereinafter defined), the principal amount of the Existing Term Loans outstanding under the Existing Financing Agreement as of the Restatement Effective Date shall continue and remain outstanding under this Agreement, (b) certain of the Lenders will make additional term loans to the Borrower on the Restatement Effective Date such that after giving effect to the events described in clause (a) above and this clause (b), the aggregate principal amount of the term loans outstanding under this Agreement on the Restatement Effective Date, including the Existing Term Loans, shall be

CDN\$55,000,000 and \$20,000,000, consisting of (i) a tranche A term loan in the aggregate principal amount of CDN\$30,000,000, (ii) a tranche B-1 term loan in the aggregate principal amount of CDN\$25,000,000, and (iii) a tranche B-2 term loan in the aggregate principal amount of \$20,000,000, and (c) the principal amount of the Existing Revolving Loans outstanding under the Existing Financing Agreement as of the Restatement Effective Date shall continue and remain outstanding under this Agreement.

The proceeds of the loans made hereunder shall be used (a) to make the Existing Term Loan B Partial Payoff (as hereinafter defined), (b) to pay certain dividends or effect distributions of capital to equityholders of the Parent on the Restatement Effective Date, (c) for general working capital requirements and other general corporate purposes of the Loan Parties (as hereinafter defined), and (d) to pay fees and expenses related to this Agreement. The letters of credit will be used for general working capital purposes. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Debtor" means any Person who is or who may become obligated under, with respect to, or on account of, an Account Receivable, chattel paper, or a general intangible.

"Account Receivable" means, with respect to any Person, all of such Person's now owned or hereafter acquired right, title, and interest with respect to "accounts" and "payment intangibles" (as those terms are defined in Article 9 of the Code or in the PPSA, as applicable), and any and all "supporting obligations" (as that term is defined in the Code or the PPSA, as applicable) in respect thereof. The term "Account Receivable" shall include, without limitation, Credit Card Receivables.

"ACH Transactions" means any cash management or related services (including the Automated Clearing House processing of electronic fund transfers through the direct Federal Reserve Fedline system) provided by a Cash Management Provider for the account of a Loan Party.

"Action" has the meaning specified therefor in Section 12.12.

"Activation Notice" has the meaning specified therefor in Section 8.01(a).

"Additional Amount" has the meaning specified therefor in Section 2.08(a).

"Adjusted LIBOR Rate" means:

(a) for any Interest Period with respect to any LIBOR Rate Loan, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of one percent) equal to (i) the LIBOR Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate; and

(b) for any interest rate calculation with respect to any Base Rate Loan, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of one percent) equal to (i) the LIBOR Rate for an Interest Period commencing on the date of such calculation and ending on the date that is thirty (30) days thereafter multiplied by (ii) the Statutory Reserve Rate.

The Adjusted LIBOR Rate will be adjusted automatically as of the effective date of any change in the Statutory Reserve Rate.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Borrower shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affected Lender" has the meaning specified therefor in Section 4.05(d).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Capital Stock having ordinary voting power for the election of directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party or the Parent.

"After Acquired Property" means any fee interest in real property acquired by the Borrower or any of its Subsidiaries after the Restatement Effective Date hereof with a Current Value in excess of CDN\$500,000.

"Agent" has the meaning specified therefor in the preamble hereto.

"Agent Advances" has the meaning specified therefore in Section 10.08(a).

"Agreement" means this Amended and Restated Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to the Agreement as the same may be in effect at the time such reference becomes operative.

"Agreement Among Lenders" means the Amended and Restated Agreement Among Lenders, dated as of July 30, 2013, among Cerberus, Ableco Finance LLC, Cerberus NJ Credit Opportunities Fund, L.P., Cerberus Levered Loan Opportunities Fund II, L.P., Cerberus

AUS Levered Holdings LP, Cerberus ASRS Holdings LLC, Cerberus ASRS Funding LLC, Cerberus Onshore Levered II LLC, Cerberus Offshore Levered II LP, WFFCC, the Administrative Agent, and the Collateral Agent.

"Allowed Appraisals" means, as of any date of determination and for any fiscal year, the number of appraisals indicated in the table below based upon the average Availability during the period commencing at the start of such fiscal year and ending on such date of determination.

LEVEL	AVERAGE AVAILABILITY		APPRAISALS
	Less than:	Equal to or greater than:	
I		50% of the then current Borrowing Base	1
II	50% of the then current Borrowing Base	25% of the then current Borrowing Base	2
III	25% of the then current Borrowing Base		3

"Allowed Audits" means, as of any date of determination and for any fiscal year, the number of audits indicated in the table below based upon the average Availability during the period commencing at the start of such fiscal year and ending on such date of determination.

LEVEL	AVERAGE AVAILABILITY		AUDITS
	Less than:	Equal to or greater than:	
I		50% of the then current Borrowing Base	1
II	50% of the then current Borrowing Base	25% of the then current Borrowing Base	2
III	25% of the then current Borrowing Base		3

"Anti-Terrorism Laws" means any Requirement of Law relating to terrorism or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (i.e., 18 U.S.C. §§ 1956 and 1957), (b) the Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (the "Bank Secrecy Act"), (c) the USA Patriot Act, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 and

implementing regulations by the United States Department of the Treasury, (f) any law prohibiting or directed against terrorist activities or the financing of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B), (g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Criminal Code* (Canada) and the *United Nations Act*, including, without limitation, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada) and the United Nations Al-Qaida and Taliban Regulations (Canada) promulgated under the *United Nations Act*, or (h) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Anniversary Fee" has the meaning specified therefor in Section 2.06(e).

"Applicable Margin" means, as of any date of determination, the following margin based upon the Borrower's most recent average Availability calculation (determined as set forth in the following paragraph); provided, however, that for the period from the Restatement Effective Date through the date on which Administrative Agent receives the certified calculation of the average Availability in respect of the testing period ending August 24, 2013 delivered by the Borrower pursuant to Section 7.01(a)(iii), the Applicable Margin shall be calculated based upon Level I below.

LEVEL	AVERAGE AVAILABILITY		LIBOR MARGIN	BASE MARGIN
	Less than:	Equal to or greater than:		
I		50% of the then current Borrowing Base	1.75%	0.75%
II	50% of the then current Borrowing Base		2.00%	1.00%

The Applicable Margin shall be adjusted quarterly on the first day of each fiscal quarter, commencing with the fiscal quarter ending November 23, 2013, based upon the average Availability during the prior fiscal quarter.

"Applicable Prepayment Premium" means, as of any date of determination, an amount equal to (a) during the period from and after the Restatement Effective Date up to (but not including) the date that is the twelve-month anniversary of the Restatement Effective Date, 1.00% times the principal amount of the prepayment of any Term Loan on such date, (b) during the period from and including the date that is the twelve month anniversary of the Restatement Effective Date up to (but not including) the date that is the eighteen-month anniversary of the Restatement Effective Date, 0.50% times the principal amount of the prepayment of any Term Loan on such date, (c) during the period from and including the date that is the eighteen-month anniversary of the Restatement Effective Date up to (but not including) the date that is the

twenty-four-month anniversary of the Restatement Effective Date, 0.25% times the principal amount of the prepayment of any Term Loan on such date and (d) during the period from and including the date that is the twenty-four-month anniversary of the Restatement Date and thereafter, zero.

"Applicable Unused Line Fee" means, as of any date of determination, the following fee based upon the Borrower's most recent average Availability calculation (determined as set forth in the following paragraph).

LEVEL	AVERAGE AVAILABILITY		UNUSED LINE FEE
	Less than:	Equal to or greater than:	
I		25% of the then current Borrowing Base	0.375%
II	25% of the then current Borrowing Base		0.25%

The Applicable Unused Line Fee shall be adjusted quarterly on the first day of each fiscal quarter, commencing with the fiscal quarter ending November 23, 2013, based upon the average Availability during the prior fiscal quarter.

"Asset Acquisition" means any purchase or other acquisition by the Borrower of all or substantially all of the assets of one or more retail stores or warehouses owned or leased and operated by any other Person.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Collateral Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit A-1 to this Agreement or such other form acceptable to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, president or executive vice president of such Person. For purposes of authorizing the issuance of Letters of Credit pursuant to Section 3.01(a), an "Authorized Officer" of the Borrower shall mean any duly authorized officer of the Borrower.

"Availability" means, at any time, the difference between (i) the lesser of (A) the Borrowing Base, and (B) the Maximum Revolver Amount, and (ii) the sum of (A) the aggregate outstanding principal amount of all Revolving Loans, and (B) the Letter of Credit Usage.

"Axis" means Axis Capital Fund I, L.P., a Delaware limited partnership.

"Axis Pledge Agreement" means a pledge agreement, dated as of the Original Effective Date, made by Axis in favor of the Collateral Agent, securing the payment of the Obligations and delivered to the Collateral Agent.

"Axis Reaffirmation Agreement" means the Axis Reaffirmation and Acknowledgment, dated as of the Restatement Effective Date, in form and substance reasonably satisfactory to the Agents, made by Axis in favor of the Collateral Agent for the benefit of the Secured Parties.

"Bailee Agreement" means an agreement in form and substance reasonably satisfactory to the Agents between the Borrower and a bailee (including, without limitation, a freight forwarder, customs broker, consolidator, carrier or similar Person) with respect to goods covered by bills of lading, warehouse receipts or other negotiable documents which sets forth, inter alia, the acknowledgment by such bailee of Collateral Agent's lien on the negotiable documents and goods and such bailee's agreement to take instruction from Collateral Agent upon the occurrence and during the continuance of an Event of Default.

"Bank Product Agreements" means those agreements entered into from time to time by any Loan Party with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent) to be held by the Administrative Agent for the benefit of the Bank Product Provider in an amount determined by the Administrative Agent as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Products.

"Bank Product Obligations" means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Loan Parties to any Bank Product Provider pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01, and including all such amounts that the Loan Parties are obligated to reimburse to the Agents or any Lender as a result of such Agent or such Lender purchasing participations from, or executing indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to any Loan Party.

"Bank Product Provider" means Wells Fargo Bank National Association or any of its Affiliates.

"Bank Product Reserves" means such reserves as the Administrative Agent from time to time reasonably determines in its discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding.

"Bank Products" means any services or facilities provided to any Loan Party by the Administrative Agent or any of its Affiliates (but excluding Cash Management Services) including, without limitation, on account of (a) Hedging Agreements, (b) merchant services constituting a line of credit, (c) leasing, and (d) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases.

"Bankruptcy Code" means (i) the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), (ii) the BIA (Canada) and (iii) the CCAA, in each case as applicable, as amended and as in effect from time to time, and any successor statute.

"Base LIBOR Rate" means the rate per annum, determined by Administrative Agent in accordance with its customary procedures, and utilizing such electronic or other quotation sources as it considers appropriate (rounded upwards, if necessary, to the next 1/16%), on the basis of the rates at which Dollar deposits are offered to major banks in the London interbank market on or about 11:00 a.m. (New York time) 2 Business Days prior to the commencement of the applicable Interest Period, for a term and in amounts comparable to the Interest Period and amount of the LIBOR Rate Loan requested by the Borrower in accordance with this Agreement, which determination shall be conclusive in the absence of manifest error.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%), (b) the LIBOR Rate for a one-month Interest Period plus one percent (1.00%), (c) the rate of interest in effect for such day as publicly announced from time to time by Wells Fargo as its "prime rate" or (d) one and one-half percent (1.50%). The "prime rate" is a rate set by Wells Fargo based upon various factors including Wells Fargo's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Wells Fargo shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means each portion of a Revolving Loan or the Term Loans that bears interest at a rate determined by reference to the Base Rate.

"BIA (Canada)" means the Bankruptcy and Insolvency Act (Canada), as amended and in effect from time to time.

"Benefit Plan" means a "defined benefit plan" (as defined in Section 3(35) of ERISA) for which any Borrower or any Subsidiary or ERISA Affiliate of Borrower has been an "employer" (as defined in Section 3(5) of ERISA) within the past six years.

"Blocked Accounts" has the meaning specified therefor in Section 8.01(a).

"Blocked Account Bank" has the meaning specified therefor in Section 8.01(a).

"Blocked Person" means any Person:

- (a) that is publicly identified (i) on the most current list of "Specially Designated Nationals and Blocked Persons" published by OFAC or resides, is organized

or chartered, or has a place of business in a country or territory subject to OFAC sanctions or embargo program or (ii) as prohibited from doing business with the United States under the International Emergency Economic Powers Act, the Trading With the Enemy Act, or any other Anti-Terrorism Law;

(b) that is owned or controlled by, or that owns or controls, or that is acting for or on behalf of, any Person described in clause (a) above;

(c) with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; and

(d) that is affiliated or associated with a Person described in clauses (a), (b) or (c) above.

"Board" means the Board of Governors of the Federal Reserve System of the United States;

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Book Value" means, with respect to any Inventory of any Person, the lower of (a) cost (as determined from (i) invoices received by such Person, (ii) such Person's purchase journal or (iii) the inventory stock ledger of such Person) before customary (but not extraordinary) reserves established by such Person in accordance with past practices and in accordance with GAAP) and (b) market value (determined as the cost equivalent of the lowest ticketed or promotional price at which such Inventory is offered to the public after all mark-downs (whether or not such price is reflected on such Person's accounting records)), determined in accordance with the retail method of accounting and in accordance with such Person's past practices. For purposes of the foregoing, (1) "cost" as described in clause (a) above may include the cost of inbound capitalized freight and other costs historically included in such Person's stock ledger, but shall exclude all other inventory capitalization costs and non-purchase price charges such as outbound freight, buying, and handling charges, and (2) "lowest ticketed or promotional price" described in clause (b) above shall not include temporary price reductions for special promotional sales or events.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Borrower Reaffirmation Agreement" means the Reaffirmation and Acknowledgment, dated as of the Restatement Effective Date, in form and substance reasonably satisfactory to the Agents, made by the Borrower in favor of the Collateral Agent for the benefit of the Secured Parties.

"Borrowing Base" means, as of any date of determination,

(a) (A) 85% of the Book Value of Eligible Credit Card Receivables at such time, plus

(B) *the lowest of* (1) the Maximum Revolver Amount, (2) 80% times the Book Value of Eligible Inventory, and (3) 85% (90% during the period in any year beginning on June 1 and ending on August 31) times the then extant NRV times the Book Value of the Borrower's Eligible Inventory, plus

(C) solely during a Holiday Season, Qualified Cash in an amount not to exceed \$3,000,000 in the aggregate, minus

(b) the sum of Bank Product Reserves plus Cash Management Reserves, and minus

(c) such other reserves as the Administrative Agent may deem appropriate in the exercise of its reasonable credit judgment based upon the customary lending practices of the Administrative Agent, such reserves to be based upon specific events or issues (such as liabilities, obligations or financial condition) that may arise in the business or operations of the Parent and its Subsidiaries and shall not be based upon general economic conditions or capital market conditions (except to the extent that such conditions give rise to, or could reasonably be expected to give rise to, specific events or issues (such as liabilities, obligations or financial condition) in the business or operations of the Parent and its Subsidiaries).

"Borrowing Base Certificate" means a certificate signed by an Authorized Officer of the Borrower and setting forth the calculation of the Borrowing Base in compliance with Section 7.01(a)(vi), substantially in the form of Exhibit B-1 to this Agreement.

"Business Day" means (i) in relation to any Loan (other than a LIBOR Rate Loan), or in relation to any other matter under this Agreement, any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York, Boston, Massachusetts, or Toronto, Ontario are authorized or required to close, and (ii) in relation to any LIBOR Rate Loan, any day that is a Business Day under clause (i), other than a day on which banks are closed for dealings in US Dollar deposits in the London interbank market.

"Canadian Benefit Plans" means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing material employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plan.

"Canadian Dollars" or "CDN\$" means the lawful currency of Canada.

"Canadian Lender" means, as of any date of determination, a Person that (a) at that time is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada); (b) at that time is an "authorized foreign bank" for purposes of the *Income Tax Act* (Canada) that issues the

L/Cs, makes L/C Undertakings and holds any interest it has in the Term Loan A, the Term Loan B-1 or the Revolving Loans in the course of its "Canadian banking business" as defined in the *Income Tax Act* (Canada); or (c) at that time is a non-resident of Canada for purposes of the *Income Tax Act* (Canada) other than one described in (b) who (i) in respect of an interest in the Term Loan A and the Term Loan B-1 was (or would be), under the law in force at the time it acquired (or would acquire) such interest, not subject to tax levied under paragraph 212(1)(b) or subsection 212(2) (by virtue of subsection 214(16)) of the *Income Tax Act* (Canada) on any payments that might be made to it in respect of that interest and that has not since the time it last became a Term Loan A Lender or a Term Loan B-1 Lender ceased to become entitled to such treatment other than solely as a result of a change in law and (ii) in respect of an interest in the Revolving Loan was (or would be), under the law in force at the time it acquired (or would acquire) such interest, on any payments that might be made to it in respect of that interest (including in respect of L/Cs and L/C Undertakings) and that has not since the time it last became a Revolving Loan Lender ceased to become entitled to such treatment other than solely as a result of a change in law.

"Canadian Pension Plan" means any plan, program or arrangement that is a pension plan for the purposes of any applicable pension benefits legislation or any tax laws of Canada or a province thereof, whether or not registered under any such laws, which is maintained or contributed to by, or to which there is or may be an obligation to contribute by any of Loan Parties in respect of a Person's employment in Canada with such Loan Parties.

"Capex Carry-Over Amount" has the meaning specified therefor in Section 7.02(g).

"Capex Unused Amount" has the meaning specified therefor in Section 7.02(g).

"Capital Expenditures" means, with respect to any Person for any period, the sum of (i) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations incurred during such period, and (ii) to the extent not covered by clause (i) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Capital Stock of, any other Person; provided, however, that (i) store pre-opening expenses shall be deemed Capital Expenditures to the extent such expenses are capitalized under GAAP; and (ii) the amount of Capital Expenditures shall be calculated (A) net of any landlord allowances for the purchase, lease, or other acquisition or construction of fixed assets to the extent that such allowances are used to acquire any fixed assets during such period, (B) net of any Casualty Proceeds to the extent that such proceeds are used to replace or repair the subject fixed assets during such period to the extent permitted by Section 2.05(c)(vii), and (C) net of any Permitted Disposition proceeds to the extent such proceeds are used to acquire other assets within 180 days of such sale to the extent permitted by Section 2.05(c)(v).

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Capital Stock" means (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (ii) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Cash and Cash Equivalents" means all cash, deposit or securities account balances, certificates of deposit or other financial instruments properly classified as cash or cash equivalents under GAAP.

"Cash Management Agreements" means those agreements entered into from time to time by any Loan Party with a Cash Management Provider in connection with the obtaining of any of the Cash Management Services.

"Cash Management Obligations" means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Loan Parties to any Cash Management Provider pursuant to or evidenced by the Cash Management Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01, and including all such amounts that the Loan Parties are obligated to reimburse to the Agents or any Lender as a result of such Agent or such Lender purchasing participations from, or executing indemnities or reimbursement obligations to, a Cash Management Provider with respect to the Cash Management Services provided by such Cash Management Provider to any Loan Party.

"Cash Management Provider" means Wells Fargo Bank, National Association or any of its Affiliates.

"Cash Management Reserves" means such reserves as the Administrative Agent, from time to time, reasonably determines in its discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means any cash management services or facilities provided to any Loan Party by the Administrative Agent or any of its Affiliates, including, without limitation: (a) ACH Transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) credit or debit cards, (d) credit card processing services, and (e) purchase cards.

"Casualty Proceeds" means any proceeds received by a Person or any of its Subsidiaries from casualty insurance or condemnation awards (and payments in lieu thereof).

"CCAA" means the Companies' Creditors Arrangement Act (Canada), as amended and in effect from time to time.

"Cerberus" has the meaning specified therefor in the preamble hereto.

"Change in Law" means the occurrence, after the Restatement Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the Permitted Holder shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act), in the aggregate, of at least 50.1% of the aggregate outstanding voting power of the Capital Stock of the Parent,

(b) the Parent ceases to own and control at least 90% of the shares of the Capital Stock of the Borrower minus up to 10% of the outstanding shares of the Capital Stock of the Borrower in the aggregate issued to Axis Capital Fund I, L.P. or to certain management personnel of the Borrower so long as such Capital Stock is pledged and delivered to the Collateral Agent pursuant to a stock pledge agreement in form and substance reasonable satisfactory to the Collateral Agent,

(c) the Borrower ceases to own and control, directly or indirectly, 100% of the shares of the Capital Stock of Borrower's Subsidiaries, unless otherwise permitted hereunder,

(d) at any time the Permitted Holder ceases to have the power to appoint, or ceases to have appointed, a majority of the individuals who compose the Board of Directors of the Parent, or

(e) (i) the Parent consolidates with or merges into another entity or conveys, transfers or leases all or substantially all of its property and assets to any Person, or (ii) any entity consolidates with or merges into the Parent, which in either event (i) or (ii) is pursuant to a transaction in which the outstanding voting Capital Stock of the Parent is reclassified or changed into or exchanged for cash, securities or other property, other than any such transaction in which the Permitted Holder have a beneficial ownership in the aggregate of at least 50.1% of the aggregate voting power of all Capital Stock of the resulting, surviving or transferee entity.

"Closing Fee" has the meaning specified therefor in Section 2.06(a).

"Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Collateral Agent's Liens on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds) collected by or for the benefit of the Loan Parties.

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment, Term Loan A Commitment, Term Loan B-1 Commitment and Term Loan B-2 Commitment.

"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.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C-1, attached to this Agreement, delivered by the chief financial officer of Parent to Agent.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Pre-Tax Income of such Person and its Subsidiaries for such period, plus (i) without duplication, the sum of the following amounts of such Person and its Subsidiaries for such period and to the extent deducted in determining Consolidated Pre-Tax Income of such Person and its Subsidiaries for such period: (A) Consolidated Net Interest Expense, (B) amortization and depreciation expense and other non-cash charges taken in accordance with GAAP, (C) fees and expenses related to this Agreement, (D) Permitted Management Fees, (E) Store pre-opening expenses and (F) non-cash losses or gains arising from a change in foreign exchange rates on the outstanding balance of Term Loan B-2, minus (ii) the aggregate amount of cash dividends or distributions of capital made by the Borrower to the Parent during such period other than those cash dividends or distributions of capital made to the Parent for the payment of taxes in accordance with Section 7.02(h)(A)(2) and for the payment of working capital and cash adjustments permitted under Section 7.02(h)(H).

"Consolidated Funded Indebtedness" means, with respect to any Person at any date, all Indebtedness for borrowed money of such Person, determined on a consolidated basis in accordance with GAAP, which by its terms matures more than one year after the date of

calculation, and any such Indebtedness maturing within one year from such date which is renewable or extendable at the option of such Person to a date more than one year from such date, including, in any event, but without duplication, with respect to the Borrower and its Subsidiaries, the Revolving Loans, the Term Loans, and the amount of their Capital Lease Obligations.

"Consolidated Pre-Tax Income" means, with respect to any Person for any period, pre-tax income (loss) of such Person and its Subsidiaries for such period, determined on a consolidated basis and in accordance with GAAP, but excluding from the determination of Consolidated Pre-Tax Income (without duplication) (a) any extraordinary or non-recurring gains or losses or gains or losses from Dispositions (other than Dispositions of Inventory in the ordinary course of such Person's business), (b) the restructuring charges, (c) effects of discontinued operations, and (d) interest that is paid-in-kind.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, gross cash interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including interest expense paid to Affiliates of such Person), less (i) the sum of (A) interest income for such period and (B) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (ii) the sum of (A) losses for such period on Hedging Agreements (to the extent not included in such gross interest expense) and (B) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in such gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated

liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Credit Card Issuer" means any Person (other than the Borrower) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit cards or other bank credit cards issued through Visa, MasterCard, American Express Co., and Discovercard and other issuers as to which the Loan Parties have notified the Administrative Agent.

"Credit Card Processor" means any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to the Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each "payment intangible" (as defined in the UCC) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to the Borrower resulting from charges by a customer of the Borrower on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by the Borrower, or services performed by the Borrower, in each case in the ordinary course of its business.

"Current Value" has the meaning specified therefor in Section 7.01(o).

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" has the meaning specified therefor in Section 2.02(d)(ii).

"Defaulting Lender Rate" means (a) the Federal Funds Rate for the first three (3) days from and after the date the relevant payment is due, and (b) thereafter, the interest rate then applicable to Revolving Loans that are Base Rate Loans (inclusive of the Applicable Margin applicable thereto).

"Disposition" means any transaction, or series of related transactions, without duplication, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person.

"Disposition Proceeds" means any proceeds received by a Person or any of its Subsidiaries from any Disposition.

"Dollar," "Dollars," "US Dollar" and the symbol "\$" each means lawful money of the United States of America.

"Eligible Credit Card Receivables" means the Net Amount of all Eligible Credit Card Receivable due to Borrower on a non-recourse basis from Visa, Mastercard, American Express Co., Discovercard, and any credit card processing, debit card program or special financing program approved by the Administrative Agent in its Permitted Discretion, in each case acceptable to the Administrative Agent in its reasonable credit judgment as arise in the ordinary course of business, which have been earned by performance and are deemed by the Administrative Agent in its reasonable credit judgment to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts Receivable from (i) Visa, Mastercard American Express Co., and Discovercard, that have been outstanding for more than six (6) Business Days from the date of sale and (ii) Accounts Receivable from any approved credit card processor, debit card program, or special financing program that have been outstanding from the date of sale for such period as determined by the Administrative Agent in its reasonable credit judgment,

(b) Accounts Receivable with respect to which the Borrower does not have good, valid and marketable title thereto, free and clear of any Lien (other than Liens granted to the Collateral Agent);

(c) Accounts Receivable that are not subject to a perfected first priority security interest in favor of Collateral Agent on behalf of the Agents and Lenders;

(d) Accounts Receivable which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback); and

(e) Accounts Receivable which the Administrative Agent determines in its reasonable credit judgment to be uncertain of collection.

"Eligible In-Transit Inventory" means those items of Inventory that (i) do not qualify as Eligible Landed Inventory *solely* because they are not in a location set forth on Schedule 6.01(ff) or in transit among such locations, (ii) are not Eligible L/C Inventory, and (iii) as to which (a) full payment has been delivered to the seller of such Inventory and evidence of such payment has been received by the Administrative Agent, (b) such Inventory currently is in transit (whether by vessel, air, or land) from a location outside of Canada to a location set forth on Schedule 6.01(ff), (c) title to such Inventory has passed to the Borrower, (d) such Inventory is insured against types of loss, damage, hazards, and risks, and in amounts, satisfactory to the Administrative Agent in its Permitted Discretion, (e) such Inventory (1)(A) is the subject of a negotiable bill of lading (x) that is consigned to the Borrower (either directly or by means of endorsements), (y) that was issued by the carrier respecting the subject Inventory, and (z) that either is in the possession of the Borrower or a customs broker (in each case, in the

Province of British Columbia or Quebec), or (B) is the subject of a negotiable cargo receipt and is not the subject of a bill of lading (other than a negotiable bill of lading consigned to, and in the possession of, a consolidator (or its underlying administrative agent) or the Borrower) and such negotiable cargo receipt is (x) consigned to the Borrower (either directly or by means of endorsements), (y) that was issued by a consolidator respecting the subject Inventory, (z) that is in the possession of the Borrower or a customs broker (in each case, in the Province of British Columbia or Quebec), and (2) is subject to the terms and conditions of a Bailee Agreement, and (f) the Borrower has provided a certificate to the Administrative Agent that certifies that, to the knowledge of the Borrower, such Inventory complies with all of the Borrower's representations and warranties contained in the Loan Documents concerning Eligible Inventory, that it knows of no reason why such Inventory would not be accepted by the Borrower when it arrives in Canada, and that the shipment as evidenced by the documents conforms to the related order documents; provided, however, that notwithstanding the foregoing, the Administrative Agent and the Collateral Agent shall each have the right in its Permitted Discretion, upon giving written notice to the Borrower, to require that any negotiable bill of lading or negotiable cargo receipt be consigned to the Underlying Issuer rather than to the Borrower; and provided further that upon the giving of such a notice to the Borrower, no Inventory shall be deemed to be Eligible In-Transit Inventory (i) unless the Administrative Agent shall have received an acknowledgment, in form and substance reasonably acceptable to the Administrative Agent, signed by the Issuing Lender acknowledging that the Issuing Lender is holding all consigned negotiable bills of lading and cargo receipts for the benefit of the Secured Parties, and/or (ii) in the event that the Administrative Agent determines in its Permitted Discretion and upon notice to the Borrower that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by any Agent to arise, which may otherwise adversely impact the ability of the Agents to realize upon such Inventory.

"Eligible Inventory" means, without duplication, Eligible Landed Inventory, Eligible In-Transit Inventory, and Eligible L/C Inventory, in each case that complies with each of the representations and warranties respecting Eligible Inventory made by the Loan Parties in the Loan Documents and that is not excluded as ineligible by virtue of the one or more of the criteria set forth below; provided, however, that such criteria may be fixed and revised from time to time by the Administrative Agent to address the results of any audit or appraisal performed by the Administrative Agent from time to time in accordance with the terms hereof or otherwise in the exercise of the Administrative Agent's Permitted Discretion. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market on a basis consistent with the Borrower's historical accounting practices and less any reserves for purchase discounts, shrinkage or other items deemed appropriate by the Administrative Agent in its Permitted Discretion. An item of Inventory shall not be included in Eligible Inventory if:

- (a) the Borrower does not have good, valid, and marketable title thereto,
- (b) it is not located at one of the locations in Canada set forth on Schedule 6.01(ff) or in transit from one such location to another such location or does not comply with all of the provisions regarding Eligible In-Transit Inventory or Eligible L/C Inventory,

(c) it is located on Real Property leased by the Borrower (other than at one of the Borrower's business locations set forth on Schedule 6.01(ff)) or in a contract warehouse, in each case, unless (i) it is subject to a landlord waiver or collateral access agreement, in form and substance reasonably satisfactory to the Collateral Agent, executed by the lessor, warehouseman, or other third party, as the case may be, and it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises or (ii) if no such landlord waiver or collateral access agreement has been executed with respect to a warehouse or distribution center, a reserve in the amount of three (3) months' rent has been established by the Administrative Agent in its Permitted Discretion under the Borrowing Base with respect to the applicable location,

(d) it is not subject to a valid and perfected first priority Lien in favor of the Collateral Agent,

(e) it consists of goods that are obsolete or slow moving (and in any case older than 365 days), restrictive or custom items, work-in-process, raw materials, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed in the Borrower's business, bill and hold goods, damaged or defective goods, or Inventory acquired on consignment, or

(f) it constitutes Shrink.

"Eligible Landed Inventory" means Inventory consisting of finished goods held for sale in the ordinary course of the Borrower's business located at one of the Borrower's business locations set forth on Schedule 6.01(ff) (or in-transit between any such locations), that complies with each of the representations and warranties respecting Eligible Inventory made by the Borrower in the Loan Documents in the definition of Eligible Inventory.

"Eligible L/C Inventory" means Inventory (without duplication as to other Inventory), the purchase of which is supported by an undrawn commercial L/C issued by the Issuing Lender then having an initial expiry of ninety (90) or fewer days, so long as: (a) such Inventory would otherwise be eligible for borrowing in accordance with relevant provisions of the definition of "Eligible Landed Inventory" or "Eligible In-Transit Inventory," and (b) the commercial L/C supporting such purchase names the Borrower as consignee of the subject Inventory; provided, however, that notwithstanding the foregoing, the Administrative Agent and the Collateral Agent shall each have the right in its Permitted Discretion, upon giving written notice to the Borrower, to require that any negotiable bill of lading or negotiable cargo receipt be consigned to the Underlying Issuer rather than to the Borrower; and provided further that upon the giving of such a notice to the Borrower, no Inventory shall be deemed to be Eligible In-Transit Inventory unless the Administrative Agent shall have received an acknowledgment, in form and substance reasonably acceptable to the Administrative Agent, signed by the Issuing Lender acknowledging that the Issuing Lender is holding all consigned negotiable bills of lading and cargo receipts for the benefit of the Secured Parties.

"Eligible Transferee" means (a) a commercial bank organized under the laws of the United States, or any state thereof, and having total assets in excess of \$250,000,000, (b) a commercial bank organized under the laws of any other country which is a member of the

Organization for Economic Cooperation and Development or a political subdivision of any such country and which has total assets in excess of \$250,000,000, provided that such bank is acting through a branch or agency located in the United States, (c) a finance company, insurance company, or other financial institution or fund that is engaged in making, purchasing, or otherwise investing in commercial loans in the ordinary course of its business and having (together with its Affiliates) total assets in excess of \$250,000,000, (d) any Affiliate (other than an individual) or Related Fund of a Lender, and (e) any other Person approved by the Collateral Agent. Anything in this definition to the contrary notwithstanding, no Person who is an Affiliate of Parent or any of its Subsidiaries shall be an Eligible Transferee without the prior written consent of the Collateral Agent.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the six (6) calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication from any Governmental Authority involving violations of Environmental Laws or Releases of Hazardous Materials (i) from any assets, properties or businesses of the Parent or any Loan Party or any of its Subsidiaries or any predecessor in interest; (ii) from adjoining properties or businesses; or (iii) onto any facilities which received Hazardous Materials generated by the Parent or any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Canada Environmental Protection Act 1999, the Fisheries Act, the Environmental Protection Act (Ontario), the Environmental Assessment Act (Ontario) and the Ontario Water Resources Act, as such laws may be amended or otherwise modified from time to time, and any other present or future federal, state, provincial, local or foreign statute, ordinance, rule, regulation, order, judgment, decree, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other government restrictions relating to the protection of the environment or the Release of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any Governmental Authority or any third party, and which relate to the liability or potential liability of the Parent or any Loan Party with respect to any environmental condition or a Release of Hazardous Materials

from or onto (i) any property currently or formerly owned by the Parent or any Loan Party or any of its Subsidiaries or (ii) any Real Property which received Hazardous Materials generated by the Parent or any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the IRC.

"Event of Default" means any of the events set forth in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated Pre-Tax Income of such Person and its Subsidiaries for such period, plus (b) all non-cash items of such Person and its Subsidiaries deducted in determining Consolidated Pre-Tax Income for such period, less (c) the sum of (i) all non-cash items of such Person and its Subsidiaries included in determining Consolidated Pre-Tax Income for such period, (ii) all scheduled and mandatory cash principal payments on Indebtedness of such Person or any of its Subsidiaries (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced) during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (iii) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement, (iv) all cash taxes paid by such Person and its Subsidiaries during such period, (v) cash dividends or distributions of capital paid to Parent and permitted under Section 7.02(h)(A) and under Section 7.02(h)(E) to the extent such amounts are included in the calculation of Consolidated Pre-Tax Income, (vi) the excess, if any, of Working Investment at the end of such period over Working Investment at the beginning of such period (or minus the excess, if any, of Working Investment at the beginning of such period over Working Investment at the end of such period), (vii) cash payments of fees and expenses in respect of the transactions contemplated by this Agreement, Permitted Acquisitions and Dispositions for such period to the extent not deducted in computing Consolidated Pre-Tax Income for such period and (viii) cash dividends or distributions of capital paid to Parent and permitted under Section 7.02(h)(H).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Rate" means, on any day, the rate at which Canadian Dollars may be exchanged into US Dollars or the rate at which US Dollars may be exchanged into Canadian Dollars, as applicable, as set forth at approximately 11:00 a.m. (London time) on such day on the Reuters World Currency Page for Canadian Dollars. In the event that such rate does not appear

on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Administrative Agent.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee 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 such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" has the meaning specified therefor in Section 2.08(a).

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Financing Agreement" has the meaning specified therefor in the recitals hereto.

"Existing Lenders" means the lenders party to the Existing Financing Agreement.

"Existing Letters of Credit" means those letters of credit existing as of the Restatement Effective Date and identified on Schedule D-1 attached hereto.

"Existing Loans" has the meaning specified therefor in the recitals hereto.

"Existing Revolving Loans" has the meaning specified therefor in the recitals hereto.

"Existing Term Loan A" has the meaning specified therefor in the recitals hereto.

"Existing Term Loan B" has the meaning specified therefor in the recitals hereto.

"Existing Term Loan B Partial Payoff" has the meaning specified therefor in Section 12.27.

"Existing Term Loans" has the meaning specified therefor in the recitals hereto.

"Extraordinary Receipts" means any cash received by the Borrower or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds of Dispositions or Indebtedness), including, (a) Canadian, United States, state, provincial, or local or other tax refunds, (b) pension plan reversions, (c) proceeds of insurance, (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments and (g) any purchase price adjustment (other than working capital adjustments) received in connection

with any purchase agreement and any amounts received from escrow arrangements in connection with any purchase agreement, to the extent not in respect of payments made by the Borrower and its Subsidiaries to non-Affiliated third parties.

"Facility" means each of the parcels of real property identified on Schedule F-1 attached hereto, including all buildings and other improvements thereon, all fixtures located at or used in connection with such facility, all whether now or hereafter existing.

"FATCA" means Sections 1471 through 1474 of the IRC (as of the date hereof or any amended or successor statutes that are substantially comparable and not materially more onerous to comply with) and any current or future regulations promulgated thereunder or official interpretations thereof (including any Revenue Ruling, Revenue Procedure, Notice or similar published guidance issued by the U.S. Internal Revenue Service thereunder as a precondition to relief or exemption from taxes under such provisions), and any applicable intergovernmental agreements with respect thereto.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Final Maturity Date" means July 30, 2018 or such earlier date on which any Loan shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents.

"Financial Statements" means (i) the audited consolidated balance sheet of the Borrower and its Subsidiaries for the Fiscal Year ended February 23, 2013, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (ii) the unaudited consolidated balance sheet of the Borrower and its Subsidiaries for the three months ended May 25, 2013, and the related consolidated statement of operations, shareholder's equity and cash flows for the three months then ended.

"Fiscal Year" means the fiscal year of the Borrower and its Subsidiaries ending on the last Saturday in February of each year.

"Funding Losses" has the meaning specified therefor in Section 2.04(d)(ii)(B).

"Funds Flow Agreement" means that certain Funds Flow Agreement, dated of even date herewith, by and among Administrative Agent, the Lenders, the Parent and each Loan Party.

"GAAP" means generally accepted accounting principles in effect from time to time in Canada, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the

Financial Statements, provided further that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any Federal (including the federal government of Canada), state, province, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" (i) has the meaning specified therefor in the preamble to this Agreement, and (ii) means each other Person which guarantees, pursuant to the requirements of Section 7.01(b) or otherwise, all or any part of the Obligations. For avoidance of doubt, the term "Guarantor" shall not include the Parent.

"Guaranty" means (i) the guaranty of each Guarantor party hereto contained in Article 11 hereof, and (ii) each guaranty substantially in the form of Exhibit G-1 to the Existing Financing Agreement, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Secured Parties guaranteeing all or any part of the Obligations.

"Hazardous Materials" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws or that is likely to cause immediately, or at some future time, harm to or have an adverse effect on, the environment or risk to human health or safety, including, without limitation, any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental

Law; (b) petroleum and its refined products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic, including corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any raw materials, building components (including asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holiday Season" means each period commencing on December 1st of each year through and including January 31st of the immediately succeeding year.

"Indebtedness" means, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money; (ii) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business); (iii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (iv) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used or acquired by such Person, even though the rights and remedies of the lessor, seller or lender thereunder may be limited to repossession or sale of such property; (v) all Capitalized Lease Obligations of such Person; (vi) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (vii) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent in its Permitted Discretion and in accordance with accepted practice, of such Person under Hedging Agreements; (viii) all Contingent Obligations in respect of Indebtedness of others; (ix) liabilities incurred with respect to any Benefit Plan, Canadian Benefit Plan or Canadian Pension Plan, (x) withdrawal liability incurred by such Person or any of its Affiliates with respect to any Benefit Plan of Canadian Pension Plan; and (xi) all obligations referred to in clauses (i) through (x) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the applicable Bankruptcy Code, BIA, CCAA or under any other federal, provincial, state, local or foreign bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intercompany Subordination Agreement" means the Intercompany Subordination Agreement, dated as of the Original Effective Date, duly executed by each of the Loan Parties and the Collateral Agent.

"Interest Period" means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan and ending 1, 2, 3, or 6 months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2, 3, or 6 months after the date on which the Interest Period began, as applicable, and (e) Borrower may not elect an Interest Period which will end after the Final Maturity Date.

"IRC" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder:

"Inventory" means all of each of the Loan Parties' now owned or hereafter acquired right, title, and interest with respect to inventory as defined in the Code or the PPSA, as applicable.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Capital Stock, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Issuer Documents" means with respect to any Letter of Credit, such Letter of Credit, the application therefor, and any other document, agreement and instrument entered into by the Issuing Lender or Underlying Issuer, as applicable, and the Borrower or in favor of the Issuing Lender or Underlying Issuer, as applicable, and relating to any such Letter of Credit.

"Issuing Lender" means WFFCC or any other Lender that, at the request of the Borrower and with the consent of Administrative Agent and WFFCC, agrees, in such Lender's sole discretion, to become an Issuing Lender for the purpose of issuing L/Cs or L/C Undertakings pursuant to Section 3.01.

"L/C" has the meaning specified therefor in Section 3.01(a) and shall include the Existing Letters of Credit.

"L/C Disbursement" means a payment made by the Issuing Lender pursuant to a Letter of Credit.

"L/C Undertaking" has the meaning specified therefor in Section 3.01.

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Letter of Credit" means an L/C or an L/C Undertaking, as the context requires.

"Letter of Credit Fees" has the meaning specified therefor in Section 3.01(g).

"Letter of Credit Usage" means, as of any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit.

"Liabilities" has the meaning specified therefor in Section 2.07.

"LIBOR Deadline" has the meaning set forth in Section 2.04(d)(ii)(A).

"LIBOR Notice" means a written notice in the form of Exhibit L-1 attached to this Agreement.

"LIBOR Option" has the meaning specified therefor in Section 2.04(d)(i).

"LIBOR Rate" means for any Interest Period with respect to a LIBOR Rate Loan, the rate per annum equal to the higher of (a) one and one half percent (1.50%) and (b) the London Interbank Offered Rate as appearing on LIBOR01 page as published by Reuters (or other commercially available source providing quotations of LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "LIBOR Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at

which deposits in Dollars for delivery on the first day of such Interest Period in same-day funds in the approximate amount of the LIBOR Rate Loan being made, continued or converted by Wells Fargo and with a term equivalent to such Interest Period would be offered to Wells Fargo by major banks in the London interbank Eurodollar market in which Wells Fargo participates at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Adjusted LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge, hypothec or other encumbrance or security or preferential arrangement of any nature, including any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Limited Recourse Guaranty" means a limited recourse guaranty made by the Parent in favor of the Collateral Agent, dated as of the Original Effective Date.

"Loan" means the Term Loan A, the Term Loan B-1, the Term Loan B-2 or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article 2 hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, all Letters of Credit issued for the benefit of or at the request of, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, any Borrowing Base Certificate, any Notes, any Compliance Certificate, the Funds Flow Agreement, any Guaranty, the Intercompany Subordination Agreement, the Limited Recourse Guaranty, the Management Subordination Agreement, the Parent Pledge Agreement, the Axis Pledge Agreement, the Management Pledge Agreements, the Borrower Reaffirmation Agreement, the Parent Reaffirmation Agreement, the Axis Reaffirmation Agreement, any Management Reaffirmation Agreement, any Mortgage, the PC Reaffirmation Agreement, any Security Document, any Bank Product Agreement, any Cash Management Agreement, any other agreement, instrument and other document executed and delivered in connection with any other Bank Product Obligation or Cash Management Obligation, and any other agreement, instrument, and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan, any Letter of Credit, or any other Obligation.

"Loan Party" means the Borrower or any Guarantor.

"Management Agreement" means the Management Agreement, dated as of January 31, 2005, by and between Project Connecticut and the Borrower.

"Management Pledge Agreements" means pledge agreements made by certain employees of the Borrower in favor of the Collateral Agent, securing the payment of the Obligations and delivered to the Collateral Agent.

"Management Reaffirmation Agreement" means each Management Reaffirmation and Acknowledgment, dated as of the Restatement Effective Date, in form and substance reasonably satisfactory to the Agents, made by certain employees of the Borrower in favor of the Collateral Agent for the benefit of the Secured Parties.

"Management Subordination Agreement" means a subordination agreement made by Project Connecticut in favor of the Collateral Agent in form and substance satisfactory to the Collateral Agent.

"Material Adverse Effect" means a material adverse effect on any of (i) the operations, business, assets, properties, or condition (financial or otherwise) of the Loan Parties taken as a whole, (ii) the ability of the Loan Parties or the Parent to perform their obligations under the Loan Documents, (iii) the legality, validity or enforceability of this Agreement or the other Loan Documents, (iv) the rights and remedies of any Agent or any Lender under the Loan Documents, or (v) the validity, perfection or priority of the Liens in favor of the Collateral Agent for the benefit of the Secured Parties on any of the Collateral.

"Material Contract" means, with respect to any Person, (i) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of CDN\$400,000 or more per year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 90 days' notice without penalty or premium) and (ii) all other contracts or agreements material to the business, operations, condition (financial or otherwise), performance, prospects or properties of such Person or such Subsidiary.

"Maximum Amount" has the meaning specified therefor in Section 1.06.

"Maximum Revolver Amount" means CDN\$20,000,000, as such amount may be increased during the Seasonal Period in accordance with Section 2.01(b)(i) or decreased in accordance with Section 2.05(a).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Secured Parties, securing the Obligations and delivered to the Collateral Agent pursuant to the provisions hereof or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed to, or has been obligated to contribute, at any time during the preceding six (6) years.

"Net Amount of Eligible Credit Card Receivable" means the aggregate unpaid invoice amount of Eligible Credit Card Receivable less, without duplication, sales, excise or similar taxes, returns, discounts, chargebacks, claims, advance payments, credits and allowances

of any nature at any time issued, owing, granted, outstanding, available or claimed with respect to such Eligible Credit Card Receivable.

"Net Cash Proceeds" means, (a) with respect to any Disposition by any Person or any of its Subsidiaries, the amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Disposition (other than Indebtedness under this Agreement), (ii) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (iii) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (iv) net income taxes to be paid in connection with such Disposition (after taking into account any tax credits or deductions and any tax sharing arrangements) and (b) with respect to the issuance or incurrence of any Indebtedness by any Person or any of its Subsidiaries, or the sale or issuance by any Person or any of its Subsidiaries of any shares of its Capital Stock, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary in connection therewith, after deducting therefrom only (i) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (ii) transfer taxes paid by such Person or such Subsidiary in connection therewith and (iii) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements); in each case of clause (i) and (ii) to the extent, but only to the extent, that the amounts so deducted are properly attributable to such transaction or to the asset that is the subject thereof.

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"NRV" means the net recovery value (orderly liquidation value) of Inventory expressed as a percentage of cost of such Inventory as determined by Administrative Agent in its Permitted Discretion based upon the most recent Inventory appraisal available to the Administrative Agent (and disclosed to the Borrower) and conducted by Gordon Brothers, or another appraiser reasonably acceptable to the Administrative Agent; provided, however, that if such Inventory appraisal contains more than one level of net recovery value then the NRV for purposes of this Agreement shall be the arithmetic mean of the highest and the lowest net recovery values set forth in such Inventory appraisal.

"Obligations" means all present and future indebtedness, obligations, and liabilities of the Parent and each Loan Party to any Secured Party, or any of them, under the Loan Documents, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of the Parent and each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in any Insolvency Proceeding) to

pay principal, interest, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, including, without limitation, in respect of any Loans or Letters of Credit, (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person, (c) Bank Product Obligations and (d) Cash Management Obligations. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Swap Obligations.

"OFAC Sanctions Programs" means (a) the Requirements of Law and Executive Orders administered by OFAC, including but not limited to, Executive Order No. 13224, and (b) the list of Specially Designated Nationals and Blocked Persons administered by OFAC, in each case, as renewed, extended, amended, or replaced.

"Original Effective Date" means January 31, 2005.

"Other Currency" has the meaning specified therefor in Section 12.23.

"Other Taxes" has the meaning specified therefor in Section 2.08(a)(iii).

"Parent" means SKMcom Holdings S.à.r.l, a Luxembourg limited liability company.

"Parent Pledge Agreement" means a pledge agreement, dated as of the Original Effective Date, made by the Parent in favor of the Collateral Agent, securing the limited recourse guaranty by the Parent of the Obligations and delivered to the Collateral Agent.

"Parent Reaffirmation Agreement" means the Parent Reaffirmation and Acknowledgment, dated as of the Restatement Effective Date, in form and substance reasonably satisfactory to the Agents, made by the Parent in favor of the Collateral Agent for the benefit of the Secured Parties.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"Payment Office" means the Administrative Agent's office located at One Boston Place, Suite 1800, Boston, Massachusetts 02108, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"PC Reaffirmation Agreement" means the Reaffirmation and Acknowledgment to Management Subordination Agreement, dated as of the Restatement Effective Date, in form and substance reasonably satisfactory to the Agents, made by Project Connecticut in favor of the Collateral Agent for the benefit of the Secured Parties.

"Perfection Certificate" means a certificate in form and substance reasonably satisfactory to the Agents providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Asset Acquisition so long as:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Asset Acquisition,

(b) the assets being acquired are useful in or engaged in, as applicable, the business of Borrower,

(c) the consideration payable in respect of the proposed Asset Acquisition shall be either (i) composed solely of cash or (ii) composed of cash and unsecured subordinated Indebtedness payable by the Borrower in an amount not to exceed 20% of the consideration for such Asset Acquisition and not more than CDN\$1,000,000 in each case, such Indebtedness to be on terms and conditions satisfactory to the Collateral Agent in its Permitted Discretion,

(d) the aggregate consideration paid or payable in respect of the proposed Asset Acquisition and all other Asset Acquisitions consummated after the Restatement Effective Date does not exceed \$5,000,000,

(e) Borrower has provided Agent with written confirmation, supported by reasonably detailed calculations, that on a *pro forma* basis, created by adding the historical combined financial statements of Borrower (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the Person to be acquired (or the historical financial statements related to the assets to be acquired) pursuant to the proposed Asset Acquisition (adjusted to eliminate expense items that would not have been incurred and include income items that would have been recognized, in each case, if the combination had been accomplished at the beginning of the relevant period; such eliminations and inclusions to be mutually agreed upon by Borrower and Agents), Borrower would have been in compliance with the financial covenants in Section 7.03 hereof for the four fiscal quarters ending as of the fiscal quarter ended immediately prior to the proposed date of consummation of such proposed Asset Acquisition for which there are available financial statements,

(f) the subject assets are being acquired by Borrower or Guarantor,

(g) Borrower shall have executed and delivered or authorized, as applicable, any and all security agreements, financing statements, fixture filings, and other documentation reasonably requested by Agents in order to include the newly acquired assets within the collateral hypothecated under the Loan Documents, and

(h) the terms of such Asset Acquisition are customary market terms, negotiated on an arm's length basis and, the seller of such assets is not an Affiliate of any Borrower, any of its Subsidiaries, or any Permitted Holder.

"Permitted Discretion" means a determination made in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

"Permitted Dispositions" means (a) sales or other dispositions of Inventory to buyers in the ordinary course of business, (b) sales or other dispositions of obsolete or worn-out equipment in the ordinary course of business, (c) sales or other dispositions of other property or assets for cash in an aggregate amount not less than the fair market value of such property or assets, provided that the Net Cash Proceeds of such Dispositions in the case of clauses (b) and (c) do not exceed CDN\$250,000 in the aggregate in any twelve-month period, (d) the use or transfer of money or Cash Equivalents by the Borrower and its Subsidiaries in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents, (e) the licensing by the Borrower and its Subsidiaries, on a non-exclusive basis, of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business, and (f) the granting of leases or subleases to other Persons not materially interfering with the conduct of business of any of the Loan Parties.

"Permitted Holder" means SKM Equity Fund III, L.P., a Delaware limited partnership, SKM Investment Fund, a Delaware general partnership, and other funds principally advised by the same investment adviser.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Secured Party under this Agreement and the other Loan Documents;

(b) Indebtedness listed on Schedule 7.02(b), and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness being extended, refinanced or modified and (ii) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification plus accrued interest thereon and the fees incurred in connection with the extension, refinancing, or modification;

(c) Indebtedness evidenced by Capitalized Lease Obligations entered into in order to finance Capital Expenditures made by the Loan Parties in accordance with the provisions of Section 7.02(g), which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (c) and clause (d) of this definition, does not exceed CDN\$3,000,000 at any time outstanding;

(d) purchase money Indebtedness incurred to enable a Loan Party to acquire equipment in the ordinary course of its business, which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (d) and clause (c) of this definition, does not exceed CDN\$3,000,000 at any time outstanding;

(e) Indebtedness permitted under Section 7.02(e);

(f) Indebtedness of the Borrower or any of its Subsidiaries under (i) any Hedging Agreement incurred for the bona fide purpose of hedging the interest rate,

commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes and (ii) letters of credit issued for the account of the Borrower to facilitate the Borrower's operations, which letters of credit are issued in the ordinary course of business in a manner consistent with the Borrower's past practices; provided, however, that each such Hedging Agreement or letter of credit shall be issued either by a Bank Product Provider (in the case of Hedging Agreements), the Issuing Lender (in the case of letters of credit) or an Underlying Issuer whose credit exposure in respect of such letter of credit or such Hedging Agreements is either (x) unsecured, (y) secured by a Permitted Lien that is subordinated to the Lien in favor of the Collateral Agent on terms reasonably acceptable to the Agents, or (z) supported by a Letter of Credit issued by the Issuing Lender hereunder;

(g) Indebtedness owed by one Loan Party to another Loan Party so long as the making of the Investment by the Loan Party that is acting as the lender is permitted hereunder; and

(h) Subordinated Debt.

"Permitted Investments" means (i) marketable direct obligations issued or unconditionally guaranteed by the United States or Canadian government or issued by any agency or instrumentality thereof and backed by the full faith and credit of the United States or Canada, in each case, maturing within six months from the date of acquisition thereof; (ii) commercial paper, maturing not more than 270 days after the date of issue rated P I by Moody's or A 1 by Standard & Poor's; (iii) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System (or the Canadian equivalent) and has a combined capital and surplus and undivided profits of not less than \$500,000,000; (iv) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with banks included in the commercial banking institutions described in clause (iii) above and which are secured by marketable direct obligations of the United States or Canadian government or any agency thereof; (v) money market accounts maintained with mutual funds having assets in excess of \$2,500,000,000; and (vi) tax exempt securities rated A or better by Moody's or A+ or better by Standard & Poor's.

"Permitted Liens" means:

- (a) Liens securing the Obligations;
- (b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c);
- (c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising (provided they are subordinate to the Collateral Agent's Liens on Collateral) in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings

promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), but not the extension of coverage thereof to other property or assets;

(e) Liens arising under Capitalized Leases or securing purchase money Indebtedness permitted under the definition of Permitted Indebtedness; provided, however, that (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, and (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 80% of the fair market value or the cost of the property so held or acquired;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are incurred or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) leases or subleases granted to other Persons not materially interfering with the conduct of the business of the Borrower or any of its Subsidiaries;

(i) precautionary financing statement filings regarding operating leases;

(j) Liens arising out of the existence of judgments or awards not giving rise to an Event of Default;

(k) statutory and common law landlords' liens under leases to which the Borrower or any of its Subsidiaries is a party;

(l) Liens securing refinancing Indebtedness permitted to be incurred hereunder; provided that such Liens do not extend to any property or assets other than the property or assets that served as collateral for the refinanced Indebtedness;

(m) banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository institution; and

(n) other Liens with respect to obligations that do not exceed at any time outstanding CDN\$500,000.

"Permitted Management Fees" means management fees payable no more frequently than annually by the Borrower to Project Connecticut pursuant to the Management Agreement in an aggregate amount not to exceed CDN\$505,000 per annum, together with reasonable costs and expenses payable in connection with the provision of such management services.

"Permitted Preferred Stock" means and refers to any Preferred Stock issued by the Borrower (and not by one or more of its Subsidiaries) that is not Prohibited Preferred Stock during the term of this Agreement.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.0 percentage points, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan prior to the Event of Default plus 2.0 percentage points.

"PPSA" means the *Personal Property Security Act* (Ontario), as amended, or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time. References to sections of the PPSA shall be construed to also refer to any successor sections.

"Preferred Stock" means, as applied to the Capital Stock of any Person, the Capital Stock of any class or classes (however designated) that is preferred with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prohibited Preferred Stock" means any Preferred Stock that by its terms is mandatorily redeemable or subject to any other payment obligation (including any obligation to pay dividends, other than dividends of shares of Preferred Stock of the same class and series payable in kind or dividends of shares of common stock) on or before a date that is less than 1 year after the Final Maturity Date, or, on or before the date that is less than 1 year after the Final Maturity Date, is redeemable at the option of the holder thereof for cash or assets or securities (other than distributions in kind of shares of Preferred Stock of the same class and series or of shares of common stock).

"Project Connecticut" means Project Connecticut, L.P., a Delaware limited partnership.

"property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Revolving Loans and right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment, by (ii) the Total Revolving Credit Commitment, provided that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans,

(b) with respect to a Lender's obligation to participate in Letters of Credit, to reimburse the Issuing Lender, and right to receive payments of fees with respect thereto, (i) prior to the Revolving Credit Commitments being terminated or reduced to zero, the percentage obtained by dividing (y) such Lender's Revolving Credit Commitment, by (z) the aggregate Revolving Credit Commitments of all Lenders, and (ii) from and after the time that the Revolving Credit Commitments have been terminated or reduced to zero, the percentage obtained by dividing (y) the aggregate outstanding principal amount of such Lender's Revolving Loans (including Agent Advances), by (z) the aggregate outstanding principal amount of all Revolving Loans (including Agent Advances),

(c) with respect to a Lender's obligation to make the Term Loan A and right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan A Commitment, by (ii) the Total Term Loan A Commitment, provided that if the Total Term Loan A Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan A and the denominator shall be the aggregate unpaid principal amount of the Term Loan A,

(d) with respect to a Lender's obligation to make the Term Loan B-1 and right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan B-1 Commitment, by (ii) the Total Term Loan B-1 Commitment, provided that if the relevant Term Loan B-1 Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the relevant Term Loan B-1 and the denominator shall be the aggregate unpaid principal amount of such Term Loan B-1,

(e) with respect to a Lender's obligation to make the Term Loan B-2 and right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan B-2 Commitment, by (ii) the Total Term Loan B-2 Commitment, provided that if the relevant Term Loan B-2 Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the relevant Term Loan B-2 and the denominator shall be the aggregate unpaid principal amount of such Term Loan B-2, and

(f) with respect to all other matters (including the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loans and Agent Advances, by (ii) the sum of the Total

Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loans and Agent Advances, provided that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Agent Advances) and Letters of Credit and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Agent Advances) and Letters of Credit.

"Qualified Cash" means, the amount of unrestricted Cash and Cash Equivalents of the Borrower and its Subsidiaries that is subject to a control agreement in favor of Collateral Agent and that is on deposit with banks, or in securities accounts with securities intermediaries, or any combination thereof; provided that solely for purposes of calculating the component of the Borrowing Base described in clause (a)(D) of the definition thereof, the term "Qualified Cash" means the amount of unrestricted Cash and Cash Equivalents of the Borrower and its Subsidiaries that is subject to a control agreement in favor of the Collateral Agent and that is on deposit with Wells Fargo.

"Rating Agencies" has the meaning specified therefor in Section 2.07.

"Real Estate" means all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by the Borrower, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Register" has the meaning specified therefor in Section 12.07(b)(ii).

"Registered Loan" has the meaning specified therefore in Section 12.07(b)(ii).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means a fund, money market account, investment account or other account managed by a Lender or an Affiliate of such Lender or its investment manager.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Remedial Action" means all actions taken to (i) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (ii) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (iii) perform pre-remedial studies and

investigations and post-remedial operation and maintenance activities; or (iv) any other actions authorized by 42 U.S.C. § 9601.

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Revolving/Term A Lenders" means Lenders whose Pro Rata Shares aggregate at least 50.1% of the sum of (a) the aggregate Total Revolving Credit Commitment (or, if the Total Revolving Credit Commitment has terminated the then outstanding principal amount of the Revolving Loans) and (b) the then outstanding principal amount of the Term Loan A.

"Required Lenders" means Lenders whose Pro Rata Shares (calculated under clause (f) of the definition thereof) aggregate at least 50.1%.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restatement Effective Date" means the date on which all of the conditions precedent set forth in Section 5.01 are first satisfied or waived.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule C-1 hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Revolving Loan" and "Revolving Loans" have the meaning specified therefor in Section 2.01(a)(i).

"Revolving Loan Lender" means each Lender with a Revolving Credit Commitment.

"Risk Participation Liability" means, as to each Letter of Credit, all reimbursement obligations of the Borrower to the Issuing Lender with respect to an L/C Undertaking, consisting of (a) the amount available to be drawn or which may become available to be drawn, (b) all amounts that have been paid by the Issuing Lender to the Underlying Issuer to the extent not reimbursed by the Borrower, whether by the making of a Revolving Loan or otherwise, and (c) all accrued and unpaid interest, fees, and expenses payable with respect thereto.

"Seasonal Period" means the period commencing on June 1st of each year through and including November 30th of each year.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Secured Party" means any Agent, any Lender, the Issuing Lender, any Bank Product Provider and any Cash Management Provider.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal (Canadian or United States), state, or provincial statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 2.07.

"Securitization Parties" means any of the Rating Agencies, or any party providing credit support or otherwise participating in the Securitization.

"Security Agreement" means a Security Agreement, dated as of the Original Effective Date, made by each of the Loan Parties in favor of the Collateral Agent, securing the Obligations and delivered to the Collateral Agent.

"Security Documents" means the Security Agreement and any movable hypothec and related documents made by a Loan Party in favor of the Collateral Agent pursuant to the Civil Code of the Province of Quebec.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"Shrink" means Inventory that has been lost, misplaced, stolen or which is otherwise unaccounted for.

"Solvent" means, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital, and (vi) such Person is not an "insolvent person" as such term is defined in the BIA (Canada) or a "debtor company" as such term is defined in the CCAA (Canada).

"Specified Canadian Pension Plan" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBOR Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Rate Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Store" means a retail clothing and accessory store owned and operated by the Borrower.

"Subordinated Debt" means Indebtedness of the Borrower that is on terms and conditions (including payment terms, interest rates, covenants, remedies, defaults and other material terms) satisfactory to the Collateral Agent and the Required Lenders in their Permitted Discretion and which has been expressly subordinated in right of payment to all Indebtedness of the Borrower under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (i) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (ii) of which more than 50% of (A) the outstanding Capital Stock having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (B) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (C) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Swap Obligation" means, with respect to any Guarantor, 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.

"Taxes" has the meaning specified therefor in Section 2.08(a).

"Term Loan A" has the meaning specified therefor in Section 2.01(a)(ii).

"Term Loan A Commitment" means, with respect to each Lender, the commitment of such Lender to make its portion of the Term Loan A to the Borrower in the amount set forth in Schedule C-1 hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan A Lender" means each Lender with a Term Loan A Commitment or any portion of the Term Loan A.

"Term Loan B" means the Term Loan B-1 and the Term Loan B-2.

"Term Loan B Lender" means a Term Loan B-1 Lender and/or a Term Loan B-2 Lender.

"Term Loan B-1" has the meaning specified therefor in Section 2.01(a)(iii).

"Term Loan B-1 Commitment" means, with respect to each Lender, the commitment of such Lender to make its portion of the Term Loan B-1 to the Borrower in the amount set forth in Schedule C-1 hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan B-1 Lender" means each Lender with a Term Loan B-1 Commitment or any portion of the Term Loan B-1.

"Term Loan B-2" has the meaning specified therefor in Section 2.01(a)(iv).

"Term Loan B-2 Commitment" means, with respect to each Lender, the commitment of such Lender to make its portion of the Term Loan B-2 to the Borrower in the amount set forth in Schedule C-1 hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan B-2 Lender" means each Lender with a Term Loan B-2 Commitment or any portion of the Term Loan B-2.

"Term Loans" means collectively, the Term Loan A, the Term Loan B-1 and the Term Loan B-2.

"Termination Event" means (i) a Reportable Event with respect to any Employee Plan, (ii) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the IRC, (iii) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (iv) the institution of proceedings by the PBGC to terminate an Employee Plan, or (v) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued by or on behalf of a title insurance company satisfactory to the Collateral Agent,

insuring the Lien created by a Mortgage in an amount and on terms satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the Lenders' Revolving Credit Commitments, which as of the Restatement Effective Date is CDN\$25,000,000.

"Total Term Loan A Commitment" means, as of the Restatement Effective Date, CDN\$30,000,000.

"Total Term Loan B-1 Commitment" means, as of the Restatement Effective Date, CDN\$25,000,000.

"Total Term Loan B-2 Commitment" means, as of the Restatement Effective Date, \$20,000,000.

"Total Term Loan Commitment" means the Total Term Loan A Commitment, the Total Term Loan B-1 Commitment and the Total Term Loan B-2 Commitment.

"Transferee" has the meaning specified therefor in Section 2.08(a).

"TTM-EBITDA" means, as of any date of determination and with respect to a Person, the Consolidated EBITDA of such Person and its Subsidiaries for the 12-month period most recently ended.

"Underlying Issuer" means Wells Fargo, The Toronto-Dominion Bank or such other third Person (reasonably acceptable to the Borrower and Issuing Lender) which is the beneficiary of an L/C Undertaking and which has issued a letter of credit at the request of the Issuing Lender for the benefit of the Borrower.

"Underlying Letter of Credit" means a letter of credit that has been issued by an Underlying Issuer.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(c).

"WARN" has the meaning specified therefor in Section 6.01(z).

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"WFFCC" has the meaning specified therefor in the preamble to this Agreement.

"Working Investment" means, at any date of determination thereof, (i) the sum, for any Person and its Subsidiaries, of (A) the unpaid face amount of all Accounts Receivable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate amount of prepaid expenses of such Person and its Subsidiaries as at such date of determination, plus

(C) the Book Value of Inventory of such Person and its Subsidiaries as at such date of determination, minus (ii) the sum, for such Person and its Subsidiaries, of (A) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (B) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (but, excluding from accounts payable and accrued expenses, the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.03 Certain Matters of Construction.

(a) References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the other Secured Parties. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty

concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

(b) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in Dollars in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit and Bank Product Obligations (other than in respect of Hedging Agreements), providing cash collateralization to the reasonable satisfaction of the Administrative Agent) of all of the Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedging Agreements) other than (i) unasserted contingent indemnification Obligations, (ii) any Obligations relating to Bank Products (including Hedging Agreements) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized to the reasonable satisfaction of such Bank Product Provider, and (iii) any Obligations relating to Cash Management Services that, at such time, are allowed by the applicable Cash Management Provider to remain outstanding without being required to be repaid.

Section 1.04 Accounting and Other Terms. Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP (except that cash shall not include credit card receivables). All terms used in this Agreement which are defined in Article 8 or Article 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent and the Borrower may otherwise determine, and all terms used in this Agreement which are defined in the PPSA and pertaining to any Collateral located in Canada or owned by the Borrower shall have the meanings given to them in the PPSA.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Monetary References for Letters of Credit. All Letters of Credit expressed in US Dollars as in effect and reported in the most recent Borrowing Base Certificate shall be converted to Canadian Dollars based on the then applicable Exchange Rate. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases (as to any Letter of Credit, its "Maximum Amount"), whether or not the Maximum Amount thereof is in effect at such time. Any reference herein to "stated

amount", "face amount" or any similar term with respect to any Letter of Credit shall mean, at any time, the Maximum Amount of such Letter of Credit.

ARTICLE 2

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make loans (each, a "Revolving Loan" and, collectively, the "Revolving Loans") to the Borrower at any time and from time to time from the Restatement Effective Date to the Final Maturity Date, or until the earlier reduction of its Revolving Credit Commitment to zero in accordance with the terms hereof, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the lesser of (A) the amount of such Lender's Revolving Credit Commitment, and (B) its Pro Rata Share of the then extant Borrowing Base; and

(ii) each Term Loan A Lender severally agrees to make a term loan (collectively, the "Term Loan A") to the Borrower on the Restatement Effective Date, in an aggregate principal amount equal to the amount of such Lender's Term Loan A Commitment; and

(iii) each Term Loan B-1 Lender severally agrees to make a term loan (collectively, the "Term Loan B-1") to the Borrower on the Restatement Effective Date in an aggregate principal amount not to exceed such Lender's Term Loan B-1 Commitment;

(iv) each Term Loan B-2 Lender severally agrees to make a term loan (collectively, the "Term Loan B-2") to the Borrower on the Restatement Effective Date in an aggregate principal amount not to exceed such Lender's Term Loan B-2 Commitment; and

(v) Pursuant to the terms and provisions of the Existing Financing Agreement, the Lenders made the Existing Term Loans and the Existing Revolving Loans to the Borrower. After giving effect to the Existing Term Loan B Partial Payoff, the aggregate principal amount of the Existing Term Loans and the Existing Revolving Loans outstanding on the Restatement Effective Date is CDN\$887,500 and CDN\$0, respectively. Upon the Restatement Effective Date, the outstanding principal amount of the Existing Term Loans shall be a portion of Term Loan B-1 under this Agreement and the outstanding principal amount of the Existing Revolving Loans shall constitute Revolving Loans under this Agreement.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the lower of (A) the difference between (x) the lower of the Maximum Revolver Amount and the Total Revolving Credit Commitment and (y) the aggregate Letter of Credit Usage and (B) the difference between (x) the then current Borrowing Base and (y) the aggregate Letter of Credit Usage. At any time after the Restatement Effective Date, upon 30 Business Days prior written notice by Borrower to Administrative

Agent, Borrower may from time to time request that the Maximum Revolver Amount be increased up to CDN\$25,000,000 during the Seasonal Period only so long as no Default or Event of Default shall have occurred and be continuing at the time of such request. If at any time during the Seasonal Period a Default or Event of Default exists then the Maximum Revolver Amount shall immediately reduce to CDN\$20,000,000. Anything to the contrary contained in this Agreement notwithstanding, the Maximum Revolver Amount shall not exceed CDN\$25,000,000 at any time. The foregoing right of Borrower to request the increase in the Maximum Revolver Amount shall terminate upon any reduction of the Total Revolving Credit Commitment pursuant to Section 2.05. Borrower acknowledges and agrees that the Unused Line Fee payable in connection with the Revolving Credit Commitment is calculated by reference to the Maximum Revolver Amount and an increase in the amount thereof pursuant hereto will have the effect of increasing such fees. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow the Revolving Loans, on or after the Restatement Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein (including those set forth in Sections 5.01, 5.02 and 9.01).

(ii) The aggregate principal amount of the Term Loan A shall not exceed the Total Term Loan A Commitment. Any principal amount of the Term Loan A that is repaid or prepaid may not be reborrowed.

(iii) The aggregate principal amount of the Term Loan B-1 shall not exceed the Total Term Loan B-1 Commitment. Any principal amount of the Term Loan B-1 that is repaid or prepaid may not be reborrowed.

(iv) The aggregate principal amount of the Term Loan B-2 shall not exceed the Total Term Loan B-2 Commitment. Any principal amount of the Term Loan B-2 that is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior telephonic notice (immediately confirmed in writing, in substantially the form of Exhibit 2.02(a) attached to this Agreement (a "Notice of Borrowing")), (i) if the proposed Loan is a Base Rate Loan and the requested amount is less than or equal to CDN\$3,000,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) not later than 11:00 am (New York City time) on the borrowing date of the proposed Base Rate Loan, (ii) if the proposed Loan is a Base Rate Loan in an amount greater than CDN\$3,000,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) not later than 12:00 noon (New York City time) on the date that is 1 Business Day prior to the date of the proposed Base Rate Loan and (iii) if the proposed Loan is a LIBOR Rate Loan, not later than 12:00 noon on the date that is 3 Business Days prior to the date of the proposed LIBOR Rate Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 11:00 a.m. (New York City time) on the borrowing date of the proposed Loan). Such Notice of Borrowing shall be irrevocable (unless delivered in connection with a refinancing or acquisition permitted hereunder and such refinancing or acquisition is subsequently delayed) and shall specify (i) the principal amount and type of the proposed Loan, (ii) the proposed borrowing date, which (v) must be a Business Day and (w) with respect to the Term Loan A, the

Term Loan B-1 and the Term Loan B-2, must be the Restatement Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written, telecopied, electronic or telephonic notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such telephonic Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable (unless delivered in connection with a refinancing or acquisition permitted hereunder and such refinancing or acquisition is subsequently delayed) and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of CDN\$50,000 and shall be in integral multiples of CDN\$10,000 in excess thereof.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment, the Total Term Loan A Commitment, the Total Term Loan B-1 Commitment and the Total Term Loan B-2 Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Lenders with a Revolving Credit Commitment, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (a) the Administrative Agent shall in no event fund any such Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders prior to the time of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (b) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Lenders that it will not fund a requested Loan, each Lender shall make its Pro Rata Share of the Revolving Loan or Term Loan B, as the case

may be, available to the Administrative Agent, in immediately available funds, at the Payment Office no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Loan. The Administrative Agent will make the proceeds of such Loans available to the Borrower on the day of the proposed Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Loans received by the Administrative Agent at the Payment Office or the amount funded by the Administrative Agent on behalf of the Lenders to be deposited in an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of such Revolving Loan Lenders, will fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for 3 Business Days and thereafter at the Base Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such

Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i) (a "Defaulting Lender"), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Defaulting Lender Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal amount of all Revolving Loans shall be due and payable on the Final Maturity Date.

(b) [Intentionally Omitted]

(c) The outstanding principal amount of the Term Loans shall be repaid in consecutive quarterly installments, on the first day of each March, June, September, and December commencing on December 1, 2013 and ending on the Final Maturity Date, consisting of (i) eighteen (18) installments, each in an amount equal to CDN\$1,750,000, followed by (ii) one (1) installment on the Final Maturity Date, in an amount equal to the

outstanding principal balance of the Term Loans and all accrued interest thereon. Each such installment payment shall be applied ratably to the Term Loans, and the portion applied to the Term Loan B-2 shall be paid in US Dollars based upon the then prevailing Exchange Rate.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(e) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(f) The entries made in the accounts maintained pursuant to paragraphs (d) or (e) of this Section 2.03 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(g) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably satisfactory to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.04 Interest. (a) Revolving Loans. Each Revolving Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until such principal is repaid, as follows: (i) if the relevant Revolving Loan is a LIBOR Rate Loan, at a rate per annum equal to the Adjusted LIBOR Rate plus the Applicable Margin for LIBOR Rate Loans, and (ii) otherwise, at a rate per annum equal to the Base Rate plus the Applicable Margin for Base Rate Loans.

(b) Term Loans. Each Term Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such Term Loan until such principal amount is repaid, as follows: (i) if the relevant portion of such Term Loan is a LIBOR Rate Loan, at a rate per annum equal to the Adjusted LIBOR Rate plus 6.00 percentage points, and (ii) otherwise, at a rate per annum equal to the Base Rate plus 7.00 percentage points.

(c) Default Interest and Fees. To the extent permitted by law, upon notice from either Agent after the occurrence and during the continuance of an Event of Default,

(i) the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities, any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate, and (ii) the Letter of Credit Fees shall be increased by 2 percentage points above the per annum rate otherwise applicable hereunder.

(d) LIBOR Option.

(i) Interest and Interest Payment Dates. In lieu of having interest charged at the rate based upon the Base Rate, the Borrower shall have the option (the "LIBOR Option") to have interest on all or a portion of the Loans be charged at a rate of interest based upon the Adjusted LIBOR Rate. Interest on LIBOR Rate Loans shall be payable on the earliest of (A) the last day of the Interest Period applicable thereto; provided, however, that, subject to the following clauses (B) and (C) below, in the case of any Interest Period greater than 3 months in duration, interest shall be payable at 3 month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period, (B) the occurrence of an Event of Default in consequence of which the Required Lenders or Collateral Agent on behalf thereof elect to accelerate the maturity of all or any portion of the Obligations, or (C) termination of this Agreement pursuant to the terms hereof. Interest at the Post-Default Rate shall be payable on demand. On the last day of each applicable Interest Period, unless the Borrower properly has exercised the LIBOR Option with respect thereto, the interest rate applicable to such LIBOR Rate Loan automatically shall convert to the rate of interest then applicable to Base Rate Loans of the same type hereunder. At any time that an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that Loans bear interest at the Adjusted LIBOR Rate.

(ii) LIBOR Election.

(A) The Borrower may, at any time and from time to time, so long as no Event of Default has occurred and is continuing, elect to exercise the LIBOR Option by notifying Administrative Agent prior to 11:00 a.m. (New York time) at least 3 Business Days prior to the commencement of the proposed Interest Period (the "LIBOR Deadline"). Notice of the Borrower's election of the LIBOR Option for a permitted portion of the Loans and an Interest Period pursuant to this Section shall be made by delivery to Administrative Agent of a LIBOR Notice received by Administrative Agent before the LIBOR Deadline. Promptly upon its receipt of each such LIBOR Notice, Administrative Agent shall provide a copy thereof to each of the Lenders having a Commitment of the type to which such LIBOR Notice relates.

(B) Each LIBOR Notice shall be irrevocable and binding on the Borrower. In connection with each LIBOR Rate Loan, the Borrower shall indemnify, defend, and hold Administrative Agent and the Lenders harmless against any loss, cost, or expense incurred by Administrative Agent or any Lender as a result of (1) the payment of any principal of any LIBOR Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (2) the conversion of any LIBOR Rate Loan other than on the last day of the Interest Period applicable thereto, or (3) the

failure to borrow, convert, continue or prepay any LIBOR Rate Loan on the date specified in any LIBOR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to Administrative Agent or any Lender, be deemed to equal the amount determined by Administrative Agent or such Lender to be the excess, if any, of (x) the amount of interest that would have accrued on the principal amount of such LIBOR Rate Loan had such event not occurred, at the Base LIBOR Rate that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (y) the amount of interest that would accrue on such principal amount for such period at the interest rate which Administrative Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of Administrative Agent or a Lender delivered to the Borrower setting forth any amount or amounts that Administrative Agent or such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error.

(C) The Borrower shall have not more than 6 LIBOR Rate Loans in effect at any given time. The Borrower only may exercise the LIBOR Option for LIBOR Rate Loans of at least CDN\$1,000,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) and integral multiples of CDN\$100,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) in excess thereof.

~~(iii) Prepayments. The Borrower may prepay LIBOR Rate~~ Loans at any time; provided, however, that in the event that LIBOR Rate Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any automatic prepayment through the required application by Administrative Agent of proceeds of Collections in accordance with Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold Administrative Agent and the Lenders and their participants harmless against any and all Funding Losses in accordance with subsection (ii) above.

(iv) Special Provisions Applicable to Adjusted LIBOR Rate.

(A) The Adjusted LIBOR Rate may be adjusted by Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs to such Lender of maintaining or obtaining any eurodollar deposits or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including Changes in Law (including, without limitation, changes in tax laws (except changes of general applicability in corporate income tax laws)) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), excluding any reserve requirement reflected in the Adjusted LIBOR Rate, which additional or increased costs would increase the cost of funding loans bearing interest at the Adjusted LIBOR Rate. In any such event, the affected Lender shall give the Borrower and Administrative Agent notice of such a determination and adjustment and Administrative Agent promptly shall transmit the notice to each other Lender and, upon its

receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (1) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted LIBOR Rate and the method for determining the amount of such adjustment, or (2) repay the LIBOR Rate Loans with respect to which such adjustment is made (together with any amounts due under subsection (ii)(B) above).

(B) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain LIBOR Rate Loans or to continue such funding or maintaining, or to determine or charge interest rates at the Adjusted LIBOR Rate, such Lender shall give notice of such changed circumstances to Administrative Agent and the Borrower and Administrative Agent promptly shall transmit the notice to each other Lender and (1) in the case of any LIBOR Rate Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such LIBOR Rate Loans, and interest upon the LIBOR Rate Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans, and (2) the Borrower shall not be entitled to elect the LIBOR Option with respect to such Lender until such Lender determines that it would no longer be unlawful or impractical to do so.

(v) No Requirement of Matched Funding. Anything to the contrary contained herein notwithstanding, neither Administrative Agent, nor any Lender, nor any of their participants, is required actually to acquire eurodollar deposits to fund or otherwise match fund any Obligation as to which interest accrues at the Adjusted LIBOR Rate. The provisions of this Section shall apply as if each Lender or its participants had match funded any Obligation as to which interest is accruing at the Adjusted LIBOR Rate by acquiring eurodollar deposits for each Interest Period in the amount of the LIBOR Rate Loans.

(e) Interest Payment in respect of Base Rate Loans. Interest on each Base Rate Loan shall be payable monthly, in arrears, on the first day of each month, commencing on the first day of the month following the month in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 with the amount of any interest payment due hereunder.

(f) General. Subject to paragraph (g) below, all interest and fees shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed; provided, however, that interest on Base Rate Loans shall be computed on the basis of a year of 365/6 days. All interest on the Loans (other than the Term Loan B-2) shall be payable in Canadian Dollars. All interest on the Term Loan B-2 shall be payable in Dollars.

(g) Interest Act (Canada). Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, solely to the extent that a court of competent jurisdiction finally determines that the calculation or determination of interest payable

by the Borrower pursuant to this Agreement and the other Loan Documents shall be governed by the federal laws of Canada, notwithstanding the express choice of New York law herein:

(i) whenever interest or fees payable by the Borrower is calculated on the basis of a period which is less than the actual number of days in a calendar year, each rate of interest and fee determined pursuant to such calculation is, for the purposes of the Interest Act (Canada), equivalent to such rate multiplied by the actual number of days in the calendar year in which such rate is to be ascertained and divided by the number of days used as the basis of such calculation; and

(ii) all calculations of interest and fees payable by the Borrower under this Agreement or any other Loan Document are to be made on the basis of the nominal interest or fee rate described herein and therein and not on the basis of effectively yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest or fee rates and the effective yearly rates of interest or fees and that they are capable of making the calculation required to determine such effective yearly rates of interest or fees.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may, reduce the Total Revolving Credit Commitment by CDN\$15,000,000 in the aggregate; provided, however, that the Total Revolving Credit Commitment shall not be reduced to less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02, (C) the Letter of Credit Usage at such time, and (D) the stated amount of all Letters of Credit not yet issued as to which a request has been made and not withdrawn. Each such reduction shall be in an amount which is an integral multiple of CDN\$500,000 (unless the Total Revolving Credit Commitment in effect immediately prior to such reduction is less than CDN\$500,000), shall be made by providing not less than 5 Business Days prior written notice to the Administrative Agent and shall be irrevocable. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof. Any reduction of the Revolver Commitment must be accompanied by any Funding Losses in accordance with Section 2.04. Any reduction in the Total Revolving Credit Commitment shall result in a corresponding reduction in the Maximum Revolver Amount.

(ii) Term Loans. The Term Loan Commitments shall terminate upon the making of the Term Loans on the Restatement Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may prepay without penalty or premium the principal of any Revolving Loan, in whole or in part.

(ii) Term Loans. The Borrower may, upon at least 5 Business Days prior written notice to the Administrative Agent and subject to any applicable premiums set forth in Section 2.06(f), prepay the principal of any of the Term Loans, in whole or in part. Each prepayment made pursuant to this Section 2.05(b)(ii) shall be accompanied by the payment of accrued interest to the date of such payment on the amount prepaid and the payment of the Applicable Prepayment Premium, if any, payable in connection with the prepayment of such Term Loan. Each such prepayment shall be applied ratably to the outstanding principal balance of all Term Loans against the remaining installments of principal due on such Term Loans in the inverse order of maturity.

(c) Mandatory Prepayment.

(i) The Borrower will immediately prepay the Revolving Loans without notice or demand at any time when the aggregate principal amount of all Revolving Loans plus the outstanding amount of all Letter of Credit Usage exceeds the Borrowing Base, to the full extent of any such excess. If at any time after the Borrower has complied with the first sentence of this Section 2.05(c)(i), the aggregate Letter of Credit Usage is greater than the then current Borrowing Base, the Borrower shall provide cash collateral to the Administrative Agent in an amount equal to 105% of such excess, which cash collateral shall be deposited in the Administrative Agent's Account and, provided that no Event of Default shall have occurred and be continuing, returned to the Borrower, at such time as the aggregate Letter of Credit Usage plus the aggregate principal amount of all outstanding Revolving Loans no longer exceeds the then current Borrowing Base.

(ii) [Intentionally Omitted].

(iii) The Administrative Agent shall on each Business Day apply all funds transferred to or deposited in the Administrative Agent's Account, to the payment, in whole or in part, of the Obligations in accordance with Section 4.04(b); provided, however, that so long as no Event of Default has occurred and is continuing, the foregoing shall not apply to amounts that are prepaid or required to be prepaid in accordance with the provisions hereof.

(iv) Within 10 days of delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(ii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended February 22, 2014 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(ii), 10 days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(ii), the Borrower shall prepay the outstanding principal amount of the Loans in an amount equal to the sum of (A) 50% of the Excess Cash Flow of the Parent and its Subsidiaries for such Fiscal Year *less* (B) the amount of voluntary prepayments of the Term Loans and Revolving Loans (to the extent that (x) the Total Revolving Credit Commitment is permanently reduced and (y) the Borrowing Base is less than the Total Revolving Credit Commitment at the time of such prepayment, a reserve is permanently established against the Borrowing Base in the amount of such prepayment) during such Fiscal Year.

(v) Promptly and in any event within three Business Days upon receipt of any Disposition Proceeds by the Parent or any Loan Party or its Subsidiaries (other than with respect to Disposition Proceeds resulting from a Permitted Disposition of the type described in clauses (a), (d), (e) and (f) of the definition of Permitted Dispositions), the Borrower shall prepay the outstanding principal amount of the Loans in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Dispositions.

Nothing contained in this subsection (v) shall permit the Parent or any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii). The Borrower may, on or prior to the date of the receipt of any Disposition Proceeds request that the amount of the required prepayment of the Loans not occur at such time. If such notice is timely given and so long as no Event of Default has occurred and is continuing, and if, within 180 days after the date of Borrower's receipt of such Disposition Proceeds, the Borrower provides Administrative Agent reasonably detailed reporting indicating that the Borrower (a) is holding such Disposition Proceeds in an account that satisfies the requirements of Section 8.01 and (b) has (i) purchased or restored the asset that has been sold, or (ii) invested in assets (other than current assets) used or useful in the business similar or ancillary to the business of the Borrower as it exists as of the date hereof, then the required prepayment of the Loans shall be reduced on a dollar-for-dollar basis with the amount of the amounts expended in connection with such repair, restoration, or investment; provided, however, that (A) such purchase or investment must occur no later than 180 days following the date on which Borrower received such Disposition Proceeds, (B) pending such repair, restoration or investment, such proceeds shall be held in an account that satisfies the requirements of Section 8.01 and (C) if, on such 180th day all or any portion of such proceeds have not been so used, the portion remaining shall be applied to prepay the Loans as of such date in an amount equal to the lesser of (x) the amount of such remaining Disposition Proceeds and (y) 100% of the total amount of such Disposition Proceeds. If, as to any event giving rise to Disposition Proceeds, the Borrower fails to make the foregoing request on a timely basis, it shall be deemed to have elected to permanently prepay the Loans, as of the date on which Administrative Agent receives such Disposition Proceeds.

(vi) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries or the Parent of any Indebtedness (other than Indebtedness referred to in clauses (a), (b), (c), (d), (e), (f), and (g) of the definition of Permitted Indebtedness), or the contribution, sale or issuance by any Loan Party or any of its Subsidiaries or the Parent of any shares of its Capital Stock (other than issuances of Capital Stock to employees and directors of such Loan Party or Parent in an aggregate amount not to exceed CDN\$2,000,000 in the aggregate and other than issuances of Capital Stock by the Parent the proceeds of which are distributed to the Borrower) the Borrower shall prepay the Loans in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this subsection (vi) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(vii) Upon the receipt by any Loan Party or any of its Subsidiaries or the Parent of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal amount of the Loans in an amount equal to 100% of such Extraordinary Receipts, net of any reasonable expenses incurred in collecting such Extraordinary Receipts. The Borrower may, on or prior to the date of the receipt of any Casualty Proceeds request that the

amount of the required prepayment of the Loans not occur at such time. If such notice is timely given and so long as no Event of Default has occurred and is continuing, and if, within 180 days after the date of Borrower's receipt of such Casualty Proceeds, the Borrower provides Administrative Agent reasonably detailed reporting indicating that the Borrower (a) is holding such Casualty Proceeds in an account that satisfies the requirements of Section 8.01 and (b) has (i) repaired or restored the asset that has been damaged, destroyed, or condemned, or (ii) invested in assets (other than current assets) used or useful in the business similar or ancillary to the business of the Borrower as it exists as of the date hereof, then the required prepayment of the Loans shall be reduced on a dollar-for-dollar basis with the amount of the amounts expended in connection with such repair, restoration, or investment; provided, however, that (i) such repair, restoration, or investment must occur no later than 180 days following the date on which Borrower received such Casualty Proceeds, (ii) pending such repair, restoration or investment, such proceeds shall be held in an account that satisfies the requirements of Section 8.01 and (iii) if, on such 180th day all or any portion of such proceeds have not been so used, the portion remaining shall be applied to prepay the Loans as of such date in an amount equal to the lesser of (x) the amount of such remaining Casualty Proceeds and (y) 100% of the total amount of such Casualty Proceeds. If, as to any event giving rise to Casualty Proceeds, the Borrower fails to make the foregoing request on a timely basis, it shall be deemed to have elected to permanently prepay the Loans, as of the date on which Administrative Agent receives such Extraordinary Receipts.

(d) Application of Payments.

(i) Except as otherwise provided in Section 2.05(d)(ii) and (iii) each prepayment pursuant to subsections (iv), (v), (vi) and (vii) of Section 2.05(c) shall be applied first, ratably to the outstanding principal balance of the Term Loans until paid in full, second, to the outstanding principal amount of the Revolving Loans, until paid in full, and, third to cash collateralize the Letters of Credit in an amount equal to 105% of the then extant Letter of Credit Usage, until paid in full. Each such prepayment of the Term Loans shall be (x) applied against the remaining installments of principal of the applicable Term Loan (if any) in the inverse order of maturity and (y) paid in Canadian Dollars except that the portion applied to the Term Loan B-2 shall be paid in US Dollars based upon the then prevailing Exchange Rate.

(ii) Each prepayment pursuant to subsections (v) and (vii) of Section 2.05(c) from Casualty Proceeds with respect to Inventory or Disposition Proceeds resulting from any Disposition of any Accounts Receivable or Inventory shall be applied, first, to the outstanding principal amount of the Revolving Loans, until paid in full, second, to cash collateralize the Letters of Credit in an amount equal to 105% of the then extant Letter of Credit Usage, until paid in full, and, third, ratably to the outstanding principal amount of Term Loans, until paid in full. Each such prepayment of the Term Loans shall be (x) applied against the remaining installments of principal of the applicable Term Loan (if any) in the inverse order of maturity and (y) paid in Canadian Dollars except that the portion applied to the Term Loan B-2 shall be paid in US Dollars based upon the then prevailing Exchange Rate.

(iii) If the Disposition Proceeds are from a Disposition of all or substantially all of the assets or Capital Stock of any Person or any insurance, which Disposition, or proceeds of insurance includes both Accounts Receivable or Inventory and other assets, such

proceeds shall be applied as follows: (x) an amount equal to the net book value of such Accounts Receivable and Inventory (determined at the time of such sale or disposition or event resulting in such insurance proceeds), shall be applied, first, to the outstanding principal amount of the Revolving Loans, until paid in full and, second, to cash collateralize the Letters of Credit, and (y) the remaining proceeds shall be applied, first, ratably, to the outstanding principal amount of the Term Loans, until paid in full, second, to the outstanding principal amount of the Revolving Loans, until paid in full, and, third, to cash collateralize the Letters of Credit in an amount equal to 105% of the then extant Letter of Credit Usage, until paid in full. Each such prepayment of the Term Loans shall be (x) applied against the remaining installments of principal of the applicable Term Loan (if any) in the inverse order of maturity and (y) paid in Canadian Dollars except that the portion applied to the Term Loan B-2 shall be paid in US Dollars based upon the then prevailing Exchange Rate.

(iv) Anything to the contrary contained in Section 2.05(c) and Section 2.05(d) notwithstanding, after the occurrence and during the continuance of an Event of Default, all prepayments of the Loans pursuant to Section 2.05(c) shall be applied in accordance with Section 4.04(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.05 (other than prepayments made pursuant to subsections (c)(i) and (c)(iii) of this Section 2.05 and prepayments of Revolving Loans that are Base Rate Loans made pursuant to subsection (b) of this Section 2.05) shall be accompanied by accrued interest on the principal amount being prepaid to the date of prepayment, and if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.05, payments with respect to any subsection of this Section 2.05 are in addition to payments made or required to be made under any other subsection of this Section 2.05.

Section 2.06 Fees.

(a) Closing Fee. On or prior to the Restatement Effective Date, the Borrower shall pay to the Administrative Agent for the account of the Lenders, in accordance with their Pro Rata Shares, a non-refundable closing fee (the "Closing Fee") equal to (i) in the case of the Revolving Loan Lenders, CDN\$100,000, (ii) in the case of the Term Loan Lenders (other than the Term Loan B-2 Lenders), CDN\$1,100,000 and (iii) in the case of the Term Loan B-2 Lenders, \$400,000.

(b) [Intentionally Omitted].

(c) Unused Line Fee. The Borrower shall pay to the Administrative Agent for the account of the Revolving Loan Lenders, in accordance with their Pro Rata Shares, an unused line fee (the "Unused Line Fee"), which shall accrue from and after the Restatement Effective Date until the Final Maturity Date, at a rate per annum equal to the Applicable Unused Line Fee on the excess, if any, of the Maximum Revolver Amount over the sum of the average

principal amount of all Revolving Loans and Letter of Credit Usage. The Unused Line Fee shall be payable monthly in arrears on the first day of each month commencing August 1, 2013.

(d) Applicable Prepayment Premium for Early Termination. If this Agreement is terminated at any time prior to the twenty-four month anniversary of the Restatement Effective Date, for any other reason, including, without limitation, (i) termination upon the election of the Required Lenders after the occurrence of an Event of Default, (ii) foreclosure and sale of Collateral, (iii) sale of the Collateral in any Insolvency Proceeding, or (iv) restructure, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructure, or arrangement in any Insolvency Proceeding, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to, or profits lost by, the Lenders as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Lenders, the Borrower shall pay the Applicable Prepayment Premium (measured as of the date of such termination) to the Administrative Agent for the account of the Lenders, in accordance with their Pro Rata Shares, on the termination date in addition to all other amounts due and owing under the Loan Documents. The foregoing to the contrary notwithstanding, in the event that Borrower repays the Obligations in full and terminates this Agreement and if such repayment occurs with the proceeds of a refinancing provided by Cerberus or one or more of its Affiliates, then the Applicable Prepayment Premium shall equal zero.

(e) Anniversary Fee. The Borrower shall pay to the Administrative Agent for the account of the Collateral Agent, a non-refundable anniversary fee (the "Anniversary Fee") equal to CDN\$100,000, which shall be payable on the Original Effective Date and on each anniversary of the Original Effective Date.

(f) Applicable Prepayment Premium for Term Loan Prepayments. In the event any Term Loan is prepaid pursuant to Section 2.05(b), the Borrower shall pay the Applicable Prepayment Premium payable in connection with such prepayment (measured as of the date of such prepayment) to the Administrative Agent for the account of the applicable Term Loan Lenders, in accordance with their Pro Rata Shares, on the date of such prepayment.

Section 2.07 Securitization. The Borrower hereby acknowledges that the Lenders and their Affiliates may sell or securitize the Loans (a "Securitization") through the pledge of the Loans as collateral security for loans to the Lenders or their Affiliates or through the sale of the Loans or the issuance of direct or indirect interests in the Loans, which loans to the Lenders or their Affiliates or direct or indirect interests will be rated by Moody's, Standard & Poor's or one or more other rating agencies (the "Rating Agencies"). The Borrower shall cooperate with the Lenders and their Affiliates to effect the Securitization including by (a) amending this Agreement and the other Loan Documents, and executing such additional documents, as reasonably requested by the Lenders in connection with the Securitization, provided that (i) any such amendment or additional documentation does not impose additional costs (other than costs of a de minimis nature) on the Borrower and (ii) any such amendment or additional documentation does not adversely affect the rights (other than effects of a de minimis nature), or increase the obligations (except to a de minimis extent), of the Borrower under the Loan Documents or change or affect in a manner adverse to the Borrower the financial terms of the Loans, (b) providing such information as may be reasonably requested by the Lenders in connection with the rating of the Loans or the

Securitization, and (c) providing in connection with any rating of the Loans a certificate (i) agreeing to indemnify the Lenders and their Affiliates, for any losses, claims, damages or liabilities (the "Liabilities") to which the Lenders or their Affiliates may become subject insofar as the Liabilities arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any Loan Document or in any writing delivered by or on behalf of any Loan Party to any Agent or Lender in connection with any Loan Document or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein, or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and such indemnity shall survive any transfer by the Lenders or their successors or assigns of the Loans and (ii) agreeing to reimburse the Agents, the Lenders and their Affiliates for any legal or other expenses reasonably incurred by such Persons in connection with defending the Liabilities.

Section 2.08 Taxes. (a) Any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding (x) taxes imposed on the net income of, branch profit taxes of, and franchise taxes of any Secured Party (or any transferee or assignee thereof, including a participation holder (any such entity, a "Transferee") by the jurisdiction in which such Person is organized or any political subdivision thereof or taxing authority thereof or any jurisdiction in which such Person's principal office or relevant lending office is located or such Person is carrying on a business, or any political subdivision thereof or taxing authority thereof, (y) any tax that would not have been imposed but for the failure by any Secured Party (following a written request by a Loan Party) in the filing with the relevant taxing jurisdiction of forms that are required by the Income Tax Act (Canada) or the IRC to be filed by such Secured Party to avoid or reduce such tax and (z) any and all U.S. federal withholding tax imposed by FATCA (all such excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in clauses (x) and (z) above, collectively and individually, "Excluded Taxes") (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in clauses (x), (y) and (z) above, collectively or individually, "Taxes"). If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Secured Party (or any Transferee), (i) the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.08) such Secured Party (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp, court or documentary, recording, filing or similar Taxes or any other excise or property Taxes (and all liabilities with respect thereto) that arise from any payment made hereunder or from the execution, delivery, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, excluding, however, Taxes imposed as a result of an assignment by a Secured Party (other than an assignment made pursuant to Section 2.08(g)) that are imposed as a result of a present or future connection between a Secured Party and the jurisdiction imposing such Taxes (other than

connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document) (such nonexcluded taxes hereinafter, collectively and individually, referred to as "Other Taxes"). Each Loan Party shall deliver to each Secured Party official receipts in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Taxes and Other Taxes (including, without limitation, Taxes and Other Taxes imposed on any amounts payable under this Section 2.08) paid by such Secured Party, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Secured Party makes written demand therefore specifying in reasonable detail the nature and amount of such Taxes or Other Taxes.

(d) Each Secured Party (or Transferee) shall hereby jointly and severally indemnify and agree to hold the Agents, harmless from and against (i) Taxes and Other Taxes (including, without limitation, Taxes and Other Taxes imposed on any amounts payable under this Section 2.08) attributable to such Secured Party (or Transferee) (but only to the extent that any Loan Party has not already indemnified the Agents for such Taxes and Other Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Secured Party's (or Transferee's) failure to comply with the provisions of Section 12.07 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Secured Party (or Transferee), in each case, that are payable or paid by the Agents in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes, Other Taxes or Excluded Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any Agent makes written demand therefore specifying in reasonable detail the nature and amount of such Taxes, Other Taxes or Excluded Taxes and the basis of the claim. Each Secured Party (or Transferee) hereby authorizes the Agents to set off and apply any and all amounts at any time owing to such Secured Party (or Transferee) under any Loan Document or otherwise payable by the Agents to the Lender from any other source against any amount due to the Agents under this paragraph (d).

(e) If a payment made to a Lender (or Transferee) or any Agent under any Loan Document would be subject to U.S. Federal withholding tax imposed by FATCA if such Lender (or Transferee) or Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IRC, as applicable), such Lender (or Transferee) or Agent shall deliver to the Borrower and the Agents at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Agents such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by the Borrower or the Agents as may be necessary for the Borrower and the Agents to comply with their obligations under FATCA and to determine that such Lender (or Transferee) or Agent has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. Any forms,

certifications or other documentation under this clause (e) shall be delivered by each Lender (or Transferee) and each Agent on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Lender (or Transferee) changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Lender (or Transferee) or Agent shall deliver such forms within 20 days after receipt of a written request therefor from any Agent, the assigning Lender or the Lender granting a participation, as applicable. Notwithstanding any other provision of this Section 2.08, a Lender shall not be required to deliver any form pursuant to this Section 2.08(d) that such Lender is not legally able to deliver.

(f) [Intentionally Omitted].

(g) Any Secured Party (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Secured Party (or Transferee) to disclose any information such Secured Party (or Transferee) deems confidential and would not, in the reasonable judgment of such Secured Party (or Transferee), be otherwise disadvantageous to such Secured Party (or Transferee).

(h) If any Secured Party receives a refund (or credit in lieu of refund) which such Secured Party determines is attributable to any Taxes or Other Taxes paid or reimbursed by the Borrower hereunder, such Secured Party, to the extent it can do so without reduction of the Secured Party's entitlement to such refund (or credit), shall promptly pay the net amount of such refund (or credit) to the Borrower after deducting taxes and reasonable expenses attributable thereto and any taxes which such Secured Party is required to withhold from the payment to Borrower; provided, however, that the Borrower shall, promptly after receipt of a request by such Secured Party, repay the amount paid over to the Borrower (plus any penalties and interest imposed by the relevant taxing authority) to such Secured Party in the event such Secured Party is required to repay such credit or refund.

(i) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE 3

LETTERS OF CREDIT

Section 3.01 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, the Issuing Lender agrees to issue letters of credit for the account of the Borrower (each, an "L/C") or to

purchase participations or execute indemnities or reimbursement obligations (each such undertaking, an "L/C Undertaking") with respect to letters of credit issued by an Underlying Issuer for the account of Borrower. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be made in writing by an Authorized Officer and delivered to the Issuing Lender and Administrative Agent via hand delivery, telefacsimile, or other electronic method of transmission reasonably in advance of the requested date of issuance, amendment, renewal, or extension. Each such request shall be in form and substance satisfactory to the Issuing Lender in its Permitted Discretion and shall specify (i) the amount of such Letter of Credit, (ii) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (iii) the expiration date of such Letter of Credit, (iv) the name and address of the beneficiary thereof (or the beneficiary of the Underlying Letter of Credit, as applicable), and (v) such other information (including, in the case of an amendment, renewal, or extension, identification of the outstanding Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit. If requested by the Issuing Lender, Borrower also shall be an applicant under the application with respect to any Underlying Letter of Credit that is to be the subject of an L/C Undertaking. The Issuing Lender shall have no obligation to issue a Letter of Credit if any of the following would result after giving effect to the issuance of such requested Letter of Credit:

(i) the Letter of Credit Usage would exceed the Borrowing Base less the outstanding amount of Revolving Loans, or

(ii) the Letter of Credit Usage would exceed CDN\$10,000,000, or

(iii) the Letter of Credit Usage would exceed the Total Revolving Credit Commitment less the outstanding amount of Revolving Loans.

The Borrower, the Agents, and the Lenders acknowledge and agree that (i) all Existing Letters of Credit shall constitute Letters of Credit under this Agreement on and after the Restatement Effective Date with the same effect as if such Existing Letters of Credit were issued by Issuing Lender at the request of the Borrower on the Restatement Effective Date, and (ii) certain Underlying Letters of Credit may be issued to support letters of credit that already are outstanding as of the Restatement Effective Date. Each Letter of Credit (and corresponding Underlying Letter of Credit) shall be in form and substance acceptable to the Issuing Lender (in the exercise of its Permitted Discretion), including the requirement that the amounts payable thereunder must be payable in Dollars or Canadian Dollars. If Issuing Lender is obligated to advance funds under a Letter of Credit, the Borrower immediately shall reimburse such L/C Disbursement to Issuing Lender by paying to Administrative Agent an amount equal to such L/C Disbursement not later than 2:00 p.m., New York time, on the date that such L/C Disbursement is made, if the Borrower shall have received written or telephonic notice of such L/C Disbursement prior to 1:00 p.m., New York time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 2:00 p.m., New York time, on the Business Day that the Borrower receives such notice, if such notice is received prior to 2:00 p.m., New York time, on the date of receipt, and, in the absence of such reimbursement, the L/C Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder and, thereafter, shall bear interest at the rate then applicable to

Revolving Loans that are Base Rate Loans. To the extent an L/C Disbursement is deemed to be a Revolving Loan hereunder, the Borrower's obligation to reimburse such L/C Disbursement shall be discharged and replaced by the resulting Revolving Loan. Promptly following receipt by Administrative Agent of any payment from the Borrower pursuant to this paragraph, Administrative Agent shall distribute such payment to the Issuing Lender or, to the extent that Revolving Loan Lenders have made payments pursuant to Section 3.01(b) to reimburse the Issuing Lender, then to such Revolving Loan Lenders and the Issuing Lender as their interests may appear.

(b) Promptly following receipt of a notice of L/C Disbursement pursuant to Section 2.12(a), each Lender with a Revolving Credit Commitment agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to the foregoing subsection on the same terms and conditions as if the Borrower had requested such Revolving Loan and Administrative Agent shall promptly pay to Issuing Lender the amounts so received by it from the Revolving Loan Lenders. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Lender or the Lenders with Revolving Credit Commitments, the Issuing Lender shall be deemed to have granted to each Lender with a Revolving Credit Commitment, and each Lender with a Revolving Credit Commitment shall be deemed to have purchased, a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of the Risk Participation Liability of such Letter of Credit, and each such Lender agrees to pay to Administrative Agent, for the account of the Issuing Lender, such Lender's Pro Rata Share of any payments made by the Issuing Lender under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender with a Revolving Credit Commitment hereby absolutely and unconditionally agrees to pay to Administrative Agent, for the account of the Issuing Lender, such Lender's Pro Rata Share of each L/C Disbursement made by the Issuing Lender and not reimbursed by the Borrower on the date due as provided in clause (a) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender with a Revolving Credit Commitment acknowledges and agrees that its obligation to deliver to Administrative Agent, for the account of the Issuing Lender, an amount equal to its respective Pro Rata Share of each L/C Disbursement made by the Issuing Lender pursuant to this Section 3.01(b) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default. If any such Lender fails to make available to Administrative Agent the amount of such Lender's Pro Rata Share of each L/C Disbursement made by the Issuing Lender in respect of such Letter of Credit as provided in this Section, such Lender shall be deemed to be a Defaulting Lender and Agent (for the account of the Issuing Lender) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(c) The Borrower hereby agrees to indemnify, save, defend, and hold the Agents, the Issuing Lender, and the Revolving Credit Lenders harmless from any loss, cost, expense, or liability, and reasonable attorneys' fees incurred by them (or any of them) arising out of or in connection with any Letter of Credit; provided, however, that the Borrower shall not be obligated hereunder to indemnify for any loss, cost, expense, or liability to the extent that it is caused by the gross negligence or willful misconduct of the Agents, the Issuing Lender, and the Revolving Credit Lenders. The Borrower agrees to be bound by the Underlying Issuer's regulations and interpretations of any Underlying Letter of Credit or by Issuing Lender's

interpretations of any L/C issued by Issuing Lender to or for the Borrower's account, even though this interpretation may be different from the Borrower's own, and the Borrower understands and agrees that the Agents, the Issuing Lender, and the Revolving Credit Lenders shall not be liable for any error, negligence, or mistake, whether of omission or commission, in following the Borrower's instructions or those contained in the Letter of Credit or any modifications, amendments, or supplements thereto. The Borrower understands that the L/C Undertakings may require the Issuing Lender to indemnify the Underlying Issuer for certain costs or liabilities arising out of claims by the Borrower against such Underlying Issuer. The Borrower hereby agrees to indemnify, save, defend, and hold the Agents, the Issuing Lender, and the Revolving Credit Lenders harmless with respect to any loss, cost, expense (including reasonable attorneys' fees), or liability incurred by the Issuing Lender under any L/C Undertaking as a result of the Issuing Lender's indemnification of any Underlying Issuer; provided, however, that the Borrower shall not be obligated hereunder to indemnify for any loss, cost, expense, or liability to the extent that it is caused by the gross negligence or willful misconduct of the Issuing Lender. The Borrower hereby acknowledges and agrees that none of the Agents, the Lenders, or the Issuing Lender shall be responsible for delays, errors, or omissions resulting from the malfunction of equipment in connection with any Letter of Credit.

(d) The Borrower hereby authorizes and directs any Underlying Issuer to deliver to the Issuing Lender all instruments, documents, and other writings and property received by such Underlying Issuer pursuant to such Underlying Letter of Credit and to accept and rely upon the Issuing Lender's instructions with respect to all matters arising in connection with such Underlying Letter of Credit and the related application.

(e) Any and all issuance charges, commissions, fees, and costs incurred by the Issuing Lender relating to Underlying Letters of Credit shall be Obligations for purposes of this Agreement and immediately shall be reimbursable by the Borrower to Administrative Agent for the account of the Issuing Lender; it being acknowledged and agreed by the Borrower that, as of the Restatement Effective Date, the issuance charge imposed by the prospective Underlying Issuer is .750% per annum times the face amount of each Underlying Letter of Credit, that such issuance charge may be changed from time to time, and that the Underlying Issuer also imposes a schedule of charges for amendments, extensions, drawings, and renewals.

(f) If by reason of (i) any Change in Law after the Restatement Effective Date or any change in the interpretation or application thereof by any Governmental Authority, or (ii) compliance by the Underlying Issuer or the Issuing Lender with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued hereunder, or

(ii) there shall be imposed on the Underlying Issuer or the Issuing Lender any other condition regarding any Underlying Letter of Credit or any Letter of Credit issued pursuant hereto,

and the result of the foregoing is to increase, directly or indirectly, the cost to the Issuing Lender or any Lender with a Revolving Credit Commitment of issuing, making, guaranteeing, or maintaining any Letter of Credit or to reduce the amount receivable in respect thereof by the Issuing Lender or any Lender with a Revolving Credit Commitment, then, and in any such case, Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify the Borrower, and the Borrower shall pay on demand such amounts as Administrative Agent may specify to be necessary to compensate the Issuing Lender or any Lender with a Revolving Credit Commitment (as applicable) for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder. The determination by Administrative Agent of any amount due pursuant to this Section, as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(g) The Borrower shall pay to the Administrative Agent for the account of the Revolving Loan Lenders, in accordance with the Revolving Loan Lenders' Pro Rata Shares, non-refundable fees (the "Letter of Credit Fees") equal to (x) for each standby Letter of Credit issued hereunder, from and after the Restatement Effective Date, the product of (A) the Applicable Margin per annum for LIBOR Rate Loans *multiplied by* (B) the stated amount of such Letter of Credit (whether or not the Maximum Amount of such Letter of Credit is then in effect), and (y) for each commercial Letter of Credit issued hereunder, a non-refundable fee equal to, from and after the Restatement Effective Date, the product of (A) the Applicable Margin per annum for LIBOR Rate Loans *minus 0.50% multiplied by* (B) the stated amount of such Letter of Credit (whether or not the Maximum Amount of such Letter of Credit is then in effect). Letter of Credit Fees shall be, with respect to each Letter of Credit, (i) due and payable (A) monthly on the first day of each month, commencing on the first such date to occur after the issuance of such Letter of Credit and ending on the first day of the month in which the expiration date of such Letter of Credit occurs, and (B) thereafter on demand, and (ii) computed on a monthly basis in arrears. If there is any change in the Applicable Margin during any period in which Letter of Credit Fees are owing hereunder, the stated amount of each Letter of Credit shall be computed and multiplied by the Applicable Margin separately for each month during each fiscal quarter that such Applicable Margin was in effect during such period. Notwithstanding anything to the contrary contained herein, while any Event of Default exists, upon notice from either Agent, all Letter of Credit Fees shall accrue at an increased rate as provided in Section 2.04(c)(ii) hereof.

ARTICLE 4

FEES, PAYMENTS AND OTHER COMPENSATION

Section 4.01 Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may visit any Loan Party or conduct audits, inspections or field examinations of any Loan Party and valuations or appraisals of any or all of the Collateral or business or enterprise valuations of the Loan Parties at any time and from time to time in a manner so as to not unduly disrupt the business of such Loan Party. The Borrower agrees to pay (i) the cost of each examiner that is an employee of an Agent

plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, audits, inspections, and field examinations and (ii) the cost of all audits, appraisals and business valuations conducted by third party auditors or appraisers on behalf of the Agents. The foregoing to the contrary notwithstanding, so long as no Default or Event of Default shall have occurred and be continuing, the Borrower shall not be required to pay the fees and charges of more than (a) the Allowed Audits per Fiscal Year, (b) the Allowed Appraisals per Fiscal Year, and (c) 1 business valuation per Fiscal Year.

Section 4.02 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 2:00 p.m. (New York City time) on the day when due, in lawful money of Canada (and in lawful money of the United States for the reimbursement of L/C Disbursements with respect to Letters of Credit payable in Dollars and for payments in respect of the Term Loan B-2) and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 2:00 p.m. (New York City time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents, the Issuing Lender, and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that the Administrative Agent will cause to be distributed all interest and fees received from or for the account of the Borrower not less than once each month and in any event promptly after receipt thereof. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent shall, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to convert any amounts expressed in US Dollars (other than amounts payable with respect to the Term Loan B-2) to Canadian Dollars based on the then applicable Exchange Rate before charging the Loan Account. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. The Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, any Letters of Credit issued by the Issuing Lender for the account of the Borrower during such month, specifying the face amount thereof, the amount of charges to the Loan Account or Loans made to the Borrower during such month to reimburse the Revolving Loan Lenders for drawings made under Letters of Credit, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.03 Sharing of Payments, Etc. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03 may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.04 Apportionment of Payments. Subject to Section 2.02 hereof and to any written agreement among the Agents or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments in respect of the Risk Participation Liability, all payments of fees (other than the fees with respect to Letters of Credit provided for in Section 3.01(e) and the audit and collateral monitoring fees provided for in Section 4.01) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans or Letter of Credit Usage, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may (and upon (x) the direction of the Collateral Agent, the

Required Revolving/Term A Lenders or the Required Lenders or (y) the acceleration of the Obligations following an Event of Default, shall) apply all payments in respect of any Obligations, including, without limitation, all cash and non-cash proceeds of the Collateral and all distributions under a confirmed plan of reorganization, plan of compromise or arrangement or similar plan or proposal in a bankruptcy or other insolvency proceeding in respect of the Loan Parties' obligations under or in respect of any Loan Document, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees (other than the Applicable Prepayment Premium), expense reimbursements, indemnities and other amounts then due to the Agents or the Issuing Lender until paid in full; (ii) second, to pay interest and fees then due in respect of the Agent Advances until paid in full; (iii) third, ratably to pay principal of the Agent Advances until paid in full; (iv) fourth, ratably to pay interest and fees then due in respect of the Revolving Loans and Risk Participation Liabilities until paid in full; (v) fifth, ratably to pay (A) principal of the Revolving Loans and Letters of Credit (or, to the extent such Obligations are contingent, to provide cash collateral in respect of such Obligations) and (B) Cash Management Obligations and Bank Product Obligations in an aggregate amount not to exceed \$3,000,000 (whether or not Cash Management Reserves and/or Bank Product Reserves have been imposed therefor); (vi) sixth, ratably to pay any fees and indemnities then due to the Term Loan A Lenders until paid in full; (vii) seventh, ratably to pay interest and fees due in respect of Term Loan A, (viii) eighth, ratably to pay principal of the Term Loan A until paid in full, (ix) ninth, ratably to pay any fees and indemnities then due to the Term Loan B Lenders until paid in full; (x) tenth, ratably to pay interest due in respect of the Term Loan B until paid in full; (xi) eleventh, ratably to pay principal of the Term Loan B until paid in full; (xii) twelfth, ratably to pay any Applicable Premium due to the Lenders; and (xiii) thirteenth, to the ratable payment of all other Obligations then due and payable (including any remaining Cash Management Obligations, Bank Product Obligations, and Bank Product Collateralization of any contingent Bank Product Obligations to the extent not paid under clause (v)(B) above).

(c) In each instance, so long as no Event of Default has occurred and is continuing, Section 4.04(b) shall not be deemed to apply to any payment by the Borrower specified by the Borrower to the Administrative Agent to be for the payment of Loans then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Loans in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 4.04(b) (other than clause (xiii)), "paid in full" means payment in cash of all amounts or in immediately available funds of all amounts owing under the Loan Documents according to the terms thereof (other than any unasserted contingent or indemnification obligations), including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (xiii), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof (other than any unasserted contingent or indemnification obligations), including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding),

default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined in its Permitted Discretion that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender or any Letter of Credit issued by the Issuing Lender, or change the basis of taxation of payments to such Secured Party or any Person controlling such Secured Party of any amounts payable hereunder (except for taxes on the overall net income of such Secured Party or any Person controlling such Secured Party), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan, any Letter of Credit or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan or Letter of Credit, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, issuing, guaranteeing or participating in any Letter of Credit, or agreeing to make any Loan or issue, guaranty or participate in any Letter of Credit, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined in its Permitted Discretion that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, Letters of Credit issued or any guaranty or participation with respect thereto, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, Letters of Credit issued, or any guaranty or participation with respect thereto or any agreement to make Loans, to issue Letters of Credit or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 4.05 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Base Rate. A certificate of such Secured Party claiming compensation under this Section 4.05, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 4.05, and shall be final and conclusive absent manifest error.

(d) If a Lender ("Affected Lender") (i) shall have requested compensation from the Borrower under Sections 2.08 or 4.05 to recover Taxes, increased costs or other additional costs incurred by such Lender which are not being incurred generally by the other Lenders, (ii) refuses to consent to a proposed amendment or waiver that has been approved by the Required Lenders or (iii) is unable to fund or maintain LIBOR Rate Loans as provided in Section 2.04(c)(iv)(B) (unless all Lenders are unable to so fund or maintain LIBOR Rate Loans), then, in any such case, so long as no Default or Event of Default exists, the Borrower may at its option, upon written notice to the Agents, arrange for a substitute Lender to assume the Commitment of such Affected Lender in accordance with the provisions of Section 12.07 hereof, such substitute Lender to be an Eligible Transferee. In connection with the arrangement of such a substitute Lender, the Affected Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid by the substitute Lender an amount equal to its share of the outstanding Obligations (including an assumption of its Pro Rata Share of the Letters of Credit) without any premium or penalty of any kind whatsoever.

(e) Each Lender will use reasonable commercial efforts available to it (and not, in such Lender's sole judgment, otherwise disadvantageous to such Lender, whether as a result of the imposition of additional costs or risks or otherwise), at the sole cost and expense of the Loan Parties, to mitigate or avoid, any obligation of the Loan Parties to pay any amount pursuant to Section 4.05. Without limiting the foregoing, each Lender with more than one funding office will designate a different funding office if such designation will avoid (or materially reduce any material cost to the Loan Parties of) any event described above and such designation will not, in such Lender's sole judgment, be otherwise disadvantageous to such Lender.

ARTICLE 5

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent. The obligation of any Lender to make the initial Loans (or any other Person to otherwise extend any credit provided for hereunder), is subject to the fulfillment, to the satisfaction of the Agents, of each of the conditions precedent set forth below:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and taxes then payable pursuant to Sections 2.06 or 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article 6 and in each other Loan Document, certificate or other writing delivered to any Agent or Issuing Lender or any Lender pursuant hereto or thereto on or prior to the Restatement Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Restatement Effective Date as though made on and as of such date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Restatement Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the initial Loans or the issuance of any Letters of Credit shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Restatement Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Restatement Effective Date:

(i) the Borrower Reaffirmation Agreement, duly executed by the Borrower together with, to the extent not previously delivered to the Collateral Agent prior to the Restatement Effective Date, the original stock certificates representing all of the stock of each Loan Party's Subsidiaries and all intercompany promissory notes of such Loan Parties, accompanied by undated stock powers executed in blank and other proper instruments of transfer, to the extent required to be delivered to the Collateral Agent on or prior to the Restatement Effective Date;

(ii) the Parent Reaffirmation Agreement, duly executed by the Parent together with, to the extent not previously delivered to the Collateral Agent prior to the Restatement Effective Date, the original stock certificates representing all of the stock of the Parent's Subsidiaries, accompanied by undated stock powers executed in blank and other proper instruments of transfer, to the extent required to be delivered to the Collateral Agent on or prior to the Restatement Effective Date;

(iii) the Axis Reaffirmation Agreement, duly executed by Axis together with, to the extent not previously delivered to the Collateral Agent prior to the Restatement Effective Date, the original stock certificates representing all of the stock of the Borrower owned by Axis, accompanied by undated stock powers executed in blank and other proper instruments of transfer, to the extent required to be delivered to the Collateral Agent on or prior to the Restatement Effective Date;

(iv) a Management Reaffirmation Agreement, duly executed by each employee of the Borrower party to a Management Pledge Agreement together with, to the extent not previously delivered to the Collateral Agent prior to the Restatement Effective Date,

the original stock certificates representing all of the stock of the Borrower owned by such employee, accompanied by undated stock powers executed in blank and other proper instruments of transfer, to the extent required to be delivered to the Collateral Agent on or prior to the Restatement Effective Date;

(v) the PC Reaffirmation Agreement to Management Subordination Agreement, duly executed by Project Connecticut;

(vi) the Funds Flow Agreement, duly executed by each Loan Party and the Parent;

(vii) copies of search results from searches conducted as to each Loan Party and the Parent under personal property security legislation in each of the jurisdictions in which the Loan Party and the Parent does business, none of which, except as otherwise agreed in writing by the Collateral Agent, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Collateral Agent, shall not show any such Liens;

(viii) a copy of the resolutions of each Loan Party and the Parent, certified as of the Restatement Effective Date by an Authorized Officer thereof, authorizing (A) the transactions contemplated by the Loan Documents to which the Parent or such Loan Party is or will be a party, and (B) the execution, delivery and performance by the Parent or such Loan Party of each Loan Document to which the Parent or such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith;

(ix) a certificate of an Authorized Officer of the Parent and each Loan Party, certifying the names and true signatures of the representatives of the Parent and such Loan Party authorized to sign each Loan Document to which the Parent or such Loan Party is or will be a party and the other documents to be executed and delivered by the Parent and such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(x) a certificate of the appropriate official(s) of the state, province or jurisdiction of organization of the Parent and each Loan Party certifying as to the subsistence in good standing of, and the payment of taxes by (in each case, to the extent applicable in such state, province or jurisdiction), the Parent and such Loan Party in such states or provinces;

(xi) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed Governing Documents of the Parent and each Loan Party certified as of the Restatement Effective Date by an Authorized Officer of the Parent and such Loan Party which shall set forth the same complete name of the Parent and such Loan Party as is set forth herein and the organizational number of the Parent and such Loan Party, if any;

(xii) a copy of the Governing Documents of the Parent and each Loan Party, together with all amendments thereto, certified as of the Restatement Effective Date by an Authorized Officer of the Parent and such Loan Party;

(xiii) opinions of (A) Ropes & Gray LLP, counsel to the Loan Parties, and (B) Stikeman Elliott LLP, Canadian counsel to the Loan Parties, in each case in form and substance and as to such matters as any Agent may reasonably request;

(xiv) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in Section 5.01(b);

(xv) a copy of the Financial Statements, together with a certificate of an Authorized Officer of the Borrower setting forth all existing Indebtedness, pending or threatened litigation or claims and other contingent liabilities of the Borrower and its Subsidiaries;

(xvi) a copy of the financial projections described in Section 6.01(g)(ii) hereof, which projections shall be satisfactory in form and substance to the Agents;

(xvii) a certificate of the chief financial officer of the Borrower, setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis based on the most recent financial statements of the Borrower and after giving effect to the making of the Loans, the Existing Term Loan B Partial Payoff and the other transactions contemplated hereunder, with each of the financial covenants contained in Section 7.03;

(xviii) a certificate of the chief financial officer of each Loan Party, certifying as to the solvency of such Loan Party, which certificate shall be satisfactory in form and substance to the Collateral Agent;

(xix) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage (if any) and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, in each case, where requested by the Collateral Agent, with such endorsements as to the named insureds, lender's loss payees or additional insureds thereunder as the Collateral Agent may request and providing that such policy may be terminated or canceled (by the insurer or the insured thereunder) only upon 30 days, prior written notice to the Collateral Agent and each such named insured, lender's loss payee or additional insured;

(xx) a certificate of an Authorized Officer of the Borrower, certifying the names and true signatures of the persons that are authorized to provide Notices of Borrowing, Letter of Credit applications and all other notices under this Agreement and the other Loan Documents;

(xxi) to the extent not previously delivered prior to the Restatement Effective Date, such depository account, blocked account, lockbox account and similar agreements and other documents, each in form and substance reasonably satisfactory to the Agents, as the Agents may request in their Permitted Discretion pursuant to the terms of the

Security Documents with respect to the Borrower's cash management system, to the extent required to be delivered to the Collateral Agent on or prior to the Restatement Effective Date;

(xxii) a Perfection Certificate, duly executed by each Loan Party and completed in a manner satisfactory to the Agents; and

(xxiii) such other agreements, instruments, approvals, opinions and other documents, each reasonably satisfactory to the Collateral Agent in form and substance, as the Collateral Agent may reasonably request.

(e) Material Adverse Effect. No event or development shall have occurred since February 23, 2013 which could reasonably be expected to result in a Material Adverse Effect.

(f) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans or the issuance of the initial Letters of Credit and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be reasonably satisfactory to the Agents and their respective counsel, and the Agents and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents as the Agents or such counsel may reasonably request.

(g) Availability. After giving effect to all Loans to be made on the Restatement Effective Date and the Letters of Credit to be issued on the Restatement Effective Date, the Existing Term Loan B Partial Payoff and the other transactions contemplated hereunder, the Availability shall not be less than CDN\$7,500,000. The Borrower shall deliver to the Agents a certificate of the chief financial officer of the Borrower certifying as to the calculation of Availability.

Section 5.02 Conditions Precedent to Term Loans on the Restatement Effective Date and All Revolving Loans and Letters of Credit and Term Loans. The obligation of any Agent or any Lender to make any Revolving Loan or of the Issuing Lender to issue any Letter of Credit or the obligation of any Agent or any Lender to make any Term Loan on the Restatement Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including Sections 2.06 and 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, or the submission by the Borrower of a Letter of Credit application with respect to a Letter of Credit, and the issuance of such Letter of Credit, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan or the date of issuance of such Letter of Credit that: (i) the representations and warranties contained in Article 6 and in each other Loan Document, certificate or other writing delivered any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Loan

or such Letter of Credit (except to the extent that any such representations or warranties expressly relate solely to an earlier date) are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such date as though made on and as of such date, and (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof or at the time of issuance of such Letter of Credit, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, or the issuance of such Letter of Credit to be issued, on such date.

(c) Legality. The making of such Loan or the issuance of such Letter of Credit shall not contravene any law, rule or regulation applicable to any Agent, any Lender or the Issuing Lender.

(d) Notices. The Administrative Agent shall have received (i) a Notice of Borrowing pursuant to Section 2.02 hereof or (ii) a request of a Letter of Credit pursuant to Section 3.01 hereof, as applicable.

(e) Delivery of Documents. The Agents shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

(f) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan or the issuance of such Letter of Credit and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be reasonably satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents, in form and substance satisfactory to the Agents, as the Agents or such counsel may reasonably request.

(g) Material Adverse Effect. No event or development has occurred that has had or could reasonably be expected to result in a Material Adverse Effect.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents, the Lenders and the Issuing Lender as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as currently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the

transaction of its business makes such qualification necessary except to the extent that the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene its Governing Documents, or any applicable Requirement of Law or any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. Other than the filing of PPSA statements and the recordation of Mortgages, if any, no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(e) Subsidiaries. Schedule 6.01(e) is a complete and correct description of the name, jurisdiction of incorporation and ownership of the outstanding Capital Stock of each Subsidiary of the Parent. All of the issued and outstanding shares of Capital Stock of such Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as indicated on such Schedule, all such Capital Stock is owned by the Parent or one or more of its wholly-owned Subsidiaries, free and clear of all Liens. There are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Capital Stock of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth in Schedule 6.01(f), (i) there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to be adversely determined, and if adversely determined, could reasonably be expected to result in a Material Adverse Effect or (B) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby and (ii) as of the Restatement Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present, in all material respects, the consolidated financial condition of the Borrower and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of the Borrower and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP, and since February 23, 2013 no event or development has occurred that has had or could reasonably be expected to result in a Material Adverse Effect.

(ii) The Borrower has heretofore furnished to each Agent and each Lender (A) projected monthly balance sheets, income statements and statements of cash flows of the Borrower and its Subsidiaries for the period from February 24, 2013 through February 22, 2014, and (B) projected annual balance sheets, income statements and statements of cash flows of the Borrower and its Subsidiaries for the Fiscal Years ending 2015 through 2021, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii). Such projections, as so updated, are believed by the Borrower at the time furnished to be reasonable, have been prepared on a reasonable basis and in good faith by the Borrower, and have been based on assumptions believed by the Borrower to be reasonable at the time made and upon the best information then reasonably available to the Borrower, and the Borrower is not aware of any facts or information that would lead it to believe that such projections, as so updated, are incorrect or misleading in any material respect.

(h) Compliance with Law, Etc. No Loan Party is in violation of its Governing Documents, any Requirement of Law applicable to it or any of its property or assets, or except as set forth on Schedule 6.01(h), any material term of any agreement or instrument (including any Material Contract) binding on or otherwise affecting it or any of its properties, and no Default or Event of Default has occurred and is continuing.

(i) ERISA/Canadian Pension and Benefits. Except as set forth on Schedule 6.01(i), none of the Loan Parties, any of their Subsidiaries, or any of their ERISA Affiliates maintains or contributes to any Benefit Plan, Canadian Benefit Plan or Canadian Pension Plan. No Loan Party nor any of its Subsidiaries maintains, sponsors, administers, contributes to, participates in or has any liability in respect of any Specified Canadian Pension Plan, nor since 2006 has any such Person ever maintained, sponsored, administered, contributed or participated in any Specified Canadian Pension Plan.

(j) Taxes, Etc. All Canadian (including federal, state, provincial and local) tax returns and all other material non-Canadian income tax returns and other material reports required by applicable law to be filed by any Loan Party have been filed, or extensions have been obtained, and all taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party and which have become due and payable have been paid (except for those certain taxes, assessments and governmental charges that are immaterial), except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(l) Nature of Business. No Loan Party is engaged in any business other than the retail sales of clothing and accessories and activities reasonably related thereto.

(m) Adverse Agreements, Etc. No Loan Party is a party to any Contractual Obligation, or subject to any restriction or limitation in any Governing Documents or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which has, or could reasonably be expected to result in, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance, in all material respects, with, all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect.

(o) Properties. (i) Except as set forth on Schedule 6.01(o), each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(ii) Schedule 6.01(o) sets forth a complete and accurate list, as of the Restatement Effective Date, of the location, by state or province and street address, of all real property owned or leased by each Loan Party. As of the Restatement Effective Date, each Loan Party has valid leasehold interests in the Leases described on Schedule 6.01(o) to which it is a party. Schedule 6.01(o) sets forth with respect to each such Lease, the commencement date, termination date, renewal options (if any) and annual base rents. Each such Lease is valid and enforceable in accordance with its terms in all material respects and is in full force and effect. No consent or approval of any landlord or other third party in connection with any such Lease is necessary for any Loan Party to enter into and execute the Loan Documents to which it is a party, except as set forth on Schedule 6.01(o). To the knowledge of any Loan Party, no other party to any such Lease is in default of its obligations thereunder. No Loan Party (or any other party to any such Lease) has at any time delivered or received any notice of default which remains uncured under any such Lease and, except as set forth on Schedule 6.01(o), as of the Restatement Effective Date, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a default under any such Lease.

(p) Full Disclosure. Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other

matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the other reports, financial statements, certificates or other information (other than information of a general economic or industry nature) furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading; provided that, with respect to projected financial information, each Loan Party represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(q) [Intentionally Omitted].

(r) Environmental Matters. Except as set forth on Schedule 6.01(r), (i) the operations of each Loan Party are in compliance, in all material respects, with all Environmental Laws; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or to the knowledge of such Loan Party a predecessor in interest, or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to result in a Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest which could reasonably be expected to result in a Material Adverse Effect; (iv) no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest which could reasonably be expected to result in a Material Adverse Effect; (v) no property now or formerly owned or occupied by a Loan Party has been used as a treatment or disposal site for any Hazardous Material; (vi) no Loan Party has failed to report to the proper Governmental Authority the occurrence of any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to result in a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to result in a Material Adverse Effect; and (viii) no Loan Party has received any notification pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to result in a Material Adverse Effect.

(s) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) worker's compensation insurance in the amount required by applicable law, (iii) public liability insurance, which shall include product liability insurance, in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and

(iv) such other insurance as may be required by law or as may be reasonably required by the Collateral Agent (including against larceny, embezzlement or other criminal misappropriation). Schedule 6.01(s) sets forth a list of all insurance maintained by each Loan Party on the Restatement Effective Date.

(t) Use of Proceeds. The proceeds of the Term Loans made on the Restatement Effective Date shall be used (a) to pay dividends or effect distributions of capital to the Parent as described in Section 7.02(h)(H), (b) to make the Existing Term Loan B Partial Payoff, (c) to pay fees and expenses in connection with the transactions contemplated hereby and (d) for other valid corporate purposes of the Borrower. The proceeds of the Revolving Loans and Letters of Credit shall be used for valid corporate purposes in accordance with applicable law as permitted hereby.

(u) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan and Letter of Credit, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(v) Location of Bank Accounts; Credit Card Arrangements.

(i) Schedule 6.01(v)(i) sets forth a complete and accurate list as of the Restatement Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

(ii) Schedule 6.01(v)(ii) sets forth a complete and accurate list as of the Restatement Effective Date of all arrangements to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges and debit card charges for sales made by such Loan Party.

(w) Intellectual Property. Except as set forth on Schedule 6.01(w), each Loan Party owns or licenses or otherwise has the right to use all licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Set forth on Schedule 6.01(w) is a complete and accurate list as of the Restatement Effective Date of all such material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits and other intellectual property rights of each Loan Party. No slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated

to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened, except for such infringements and conflicts which could not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or proposed, which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(x) Material Contracts. Set forth on Schedule 6.01(x) is a complete and accurate list as of the Restatement Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and, to the knowledge of such Loan Party, all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default (except for those defaults that are immaterial) due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(y) Investment Company Acts. None of the Loan Parties is an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(z) Employee and Labor Matters. There is (i) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or to the knowledge of any Loan Party, threatened against any Loan Party or (iii) to the knowledge of any Loan Party, no union representation question existing with respect to the employees of any Loan Party and no union organizing activity taking place with respect to any of the employees of any Loan Party. No Loan Party or any of its ERISA Affiliates has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(aa) Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in, the business relationship between any Loan Party, on the one hand, and any material supplier thereof which could reasonably be expected to have a Material Adverse Effect.

(bb) No Bankruptcy Filing. No Loan Party is contemplating either the filing of a petition by it under any state, federal or foreign bankruptcy or insolvency laws or the liquidation of all or a major portion of such Loan Party's assets or property, and no Loan Party has any knowledge of any Person contemplating the filing of any such petition against it.

(cc) Separate Existence.

(i) All customary formalities regarding the separate existence of each Loan Party have been at all times since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) observed.

(ii) Each Loan Party has at all times since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) accurately maintained its financial statements, accounting records and other Governing Documents separate from those of any Affiliate of such Loan Party and any other Person. No Loan Party has at any time since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) commingled its assets with those of any of its Affiliates or any other Person. Each Loan Party has at all times since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) accurately maintained its own bank accounts and separate books of account.

(iii) Each Loan Party has at all times since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) paid its own liabilities from its own separate assets.

(iv) Each Loan Party has at all times since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) identified itself in all dealings with the public, under its own name and as a separate and distinct Person. No Loan Party has at any time since the Restatement Effective Date (and, to the knowledge of the Loan Parties since its formation) identified itself as being a division or a part of any other Person.

(dd) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office. Schedule 6.01(dd) sets forth a complete and accurate list as of the Restatement Effective Date of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv) each place of business of each Loan Party, and (v) the chief executive office of each Loan Party.

(ee) Tradenames. Schedule 6.01(ee) hereto sets forth a complete and accurate list as of the Restatement Effective Date of all tradenames used by each Loan Party.

(ff) Locations of Collateral. There is no location at which any Loan Party has any Collateral (except for Inventory in transit) other than (i) those locations listed on Schedule 6.01(ff) and (ii) any other locations approved in writing by the Collateral Agent from time to time. Schedule 6.01(ff) hereto contains a true, correct and complete list, as of the Restatement Effective Date, of the legal names and addresses of each warehouse at which Collateral of each Loan Party is stored. None of the receipts received by any Loan Party from

any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and such named Person's assigns.

(gg) Security Interests. Each Security Document creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral covered thereby. Such security interests in and Liens on the Collateral granted thereby are perfected, first priority security interests (subject to Permitted Liens (i) described in subsection (e) of the definition thereof or (ii) having priority by operation of applicable law), and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens.

(hh) Schedules. All of the information which is required to be scheduled to this Agreement is set forth on the Schedules attached hereto, is correct and accurate and does not omit to state any information material thereto.

(ii) Representations and Warranties in Documents; No Default. All representations and warranties set forth in this Agreement and the other Loan Documents are true and correct in all respects at the time as of which such representations were made and on the Restatement Effective Date. No Event of Default has occurred and is continuing and no condition exists which constitutes a Default or an Event of Default.

(jj) Anti-Terrorism Laws.

(i) General. None of the Parent, the Loan Parties or their respective Subsidiaries, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the Anti-Terrorism Laws.

(ii) None of the Parent, the Loan Parties, their respective Subsidiaries or their respective agents acting or benefiting in any capacity in connection with the Loans, Letters of Credit or other transactions hereunder, is a Blocked Person.

(iii) None of the Loan Parties, nor any of their agents acting in any capacity in connection with the Loans, Letters of Credit or other transactions hereunder (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to any OFAC Sanctions Programs.

(kk) Full Disclosure.

(i) None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

ARTICLE 7

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan, any amount with respect to any Letter of Credit, or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party will and will cause each of its Subsidiaries to:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) [Intentionally Omitted];

(ii) as soon as available, and in any event within 120 days after the end of each Fiscal Year of the Borrower and its Subsidiaries, consolidated and consolidating balance sheets, consolidated and consolidating statements of operations, consolidated retained earnings and consolidated and consolidating statements of cash flows of the Borrower and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the immediately preceding Fiscal Year, all in reasonable detail and, in the case of consolidated statements, prepared in accordance with GAAP, and accompanied by a report and an unqualified opinion, prepared in accordance with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Borrower and satisfactory to the Agents (which opinion shall be without (A) a "going concern" or like qualification or exception, (B) any qualification or exception as to the scope of such audit, or (C) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03, together with a written statement of such accountants (1) to the effect that, in making the examination necessary for their audit of such financial statements, they have not obtained any knowledge of the existence of an Event of Default or a Default under Section 7.03 and (2) if such accountants shall have obtained any knowledge of the existence of an Event of Default or such Default under Section 7.03, describing the nature thereof;

(iii) as soon as available, and in any event within 30 days after the end of each fiscal month of the Borrower and its Subsidiaries, internally prepared consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and retained earnings and consolidated and consolidating statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form (A) corresponding figures for the same period in the immediately preceding Fiscal Year and (B) any projections or budgets provided for such period, all in reasonable detail and certified by an Authorized Officer of the Borrower as fairly presenting, in all material respects, the financial position of the Borrower and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Borrower and its Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to normal year-end audit adjustments and the absence of footnotes;

(iv) simultaneously with the delivery of the financial statements of the Borrower and its Subsidiaries required by clauses (ii) and (iii) (for each month ending a fiscal quarter) of this Section 7.01(a), a Compliance Certificate (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Borrower and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Borrower and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the existence during such period of an Event of Default or Default or, if an Event of Default or Default existed, describing the nature and period of existence thereof and the action which the Borrower and its Subsidiaries propose to take or have taken with respect thereto and (B) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03;

(v) as soon as available and in any event within the number of days after the end of each fiscal month of the Borrower and its Subsidiaries set forth on Schedule 7.01(a)(v), the reports specified on Schedule 7.01(a)(v) in form and detail satisfactory to the Agents in their Permitted Discretion, and certified by an Authorized Officer of the Borrower as being accurate and complete;

(vi) as soon as available and in any event within 5 Business Days after the end of each week commencing with the first week ending after the Restatement, Effective Date, a Borrowing Base Certificate, current as of the close of business on the Saturday of the immediately preceding week, supported by schedules showing the derivation thereof and containing such detail and other information as any Agent may request in its Permitted Discretion from time to time, provided that (A) the Borrowing Base set forth in the Borrowing Base Certificate shall be effective from and including the date such Borrowing Base Certificate is duly received by the Agents but not including the date on which a subsequent Borrowing Base Certificate is received by the Agents, unless any Agent disputes the eligibility of any property included in the calculation of the Borrowing Base or the valuation thereof by notice of such dispute to the Borrower, (B) in the event of any dispute about the eligibility of any property included in the calculation of the Borrowing Base or the valuation thereof, such Agent's good faith judgment shall control, and (C) all US Dollar denominated Letter of Credit Usage shall be converted to Canadian Dollars using the then applicable Exchange Rate;

(vii) no later than 30 days after the commencement of each Fiscal Year, financial projections, supplementing and superseding the financial projections for the period referred to in Section 6.01(g)(ii)(A), displayed on a month by month basis and otherwise in form and substance reasonably satisfactory to the Agents for such Fiscal Year for the Borrower and its Subsidiaries, all such financial projections to be prepared on a reasonable basis and in good faith, and to be based on assumptions believed by the Borrower to be reasonable at the time made and from the best information then available to the Borrower;

(viii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than routine inquiries by such Governmental Authority;

(ix) as soon as possible, and in any event within 3 Business Days of an Authorized Officer's knowledge of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to result in a Material Adverse Effect or that could reasonably result in an Event of Default under Section 9.01(l) or 9.01(m), the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development and the action which the affected Loan Party proposes to take with respect thereto;

(x) promptly after the commencement thereof but in any event not later than 5 Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(xi) as soon as possible and in any event within 5 Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xii) promptly after the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange;

(xiii) promptly upon receipt thereof, copies of all financial reports (including management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof; and

(xiv) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party as any Agent may from time to time may reasonably request.

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party to execute and deliver to the Collateral Agent promptly and in any event within 5 Business Days (or such longer period as the Collateral Agent shall agree to in its discretion) after the formation or acquisition thereof (A) a Guaranty guaranteeing the Obligations, (B) a Security Agreement, together with (x) certificates evidencing all of the Capital Stock of any Person owned by such Subsidiary, (y) undated stock powers executed in blank with signature guaranteed, and (z) such opinion of counsel and such approving certificate of such Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares, (C) one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien on such real property, a Title Insurance Policy covering such real property, a current ALTA survey thereof and a surveyor's certificate, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may require in its Permitted Discretion whether comparable to the documents required under Section 7.01(o) or otherwise, and (D) such other agreements, instruments, approvals, legal opinions or other documents reasonably

requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage, or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Capital Stock of any such Subsidiary to execute and deliver promptly and in any event within 5 Business Days (or such longer period as the Collateral Agent shall agree to in its discretion) after the formation or acquisition of such Subsidiary a Security Agreement, together with (A) certificates evidencing all of the Capital Stock of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank with signature guaranteed, (C) such opinion of counsel and such approving certificate of such Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares and (D) such other agreements, instruments, approvals, legal opinions or other documents requested by the Collateral Agent in its Permitted Discretion.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply, in all material respects, with all Requirements of Law (including all Environmental Laws), such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, and (ii) paying all other lawful claims which if unpaid might become a Lien or charge upon any of its properties, except, in each case, to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except to the extent permitted by Section 7.02(c), maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in (a) each jurisdiction in which it is organized and (b) in each jurisdiction in which the character of the properties owned or leased by it makes such qualification necessary or which the transaction of its business makes such qualification necessary, except to the extent that the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours, at the expense of the Borrower (subject to any expense limitations set forth in Section 4.01), to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals, or examinations and to discuss its affairs, finances and accounts with any of its directors, officers,

managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person, provided that the Agents shall give the Loan Parties the opportunity to participate in any discussions with the Loan Parties' independent public accountants) with the agents and representatives of any Agent in accordance with this Section 7.01(f). Notwithstanding anything to the contrary herein, none of the Loan Parties or their Subsidiaries will be required to disclose, permit the inspection, examination or making copies or extracts of, information or other matters that (i) constitute non-financial trade secrets or proprietary information, (ii) in respect of which disclosure is prohibited by applicable Requirements of Law or any binding agreement or (iii) are subject to attorney-client or similar privilege or constitute attorney work product.

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Secured Parties, as its interests may appear, in case of loss, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the lender's loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days prior written notice to the Collateral Agent of the exercise of any right of cancellation provided, however, that for cancellation for reason of nonpayment of premium, such policies shall provide for only 15 days prior written notice. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases,

assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations which are necessary in the proper conduct of its business.

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) comply, and cause each of its Subsidiaries to comply, in all material respects with Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request; (iii) immediately notify the Agents of any Release of a Hazardous Material in excess of any reportable quantity from or onto property owned or operated by it or any of its Subsidiaries and take any Remedial Actions required to abate said Release; (iv) promptly provide the Agents with written notice within 10 days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order which could reasonably be expected to result in a Material Adverse Effect and (v) defend, indemnify and hold harmless the Agents and the Lenders and their transferees, and their respective employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) except to the extent caused by the gross negligence or willful misconduct of such Agent or such Lender, as determined by a final judgment of a court of competent jurisdiction, arising out of (A) the presence, disposal, release or threatened release of any Hazardous Materials on any property at any time owned or occupied by any Loan Party or any of its Subsidiaries (or its predecessors in interest or title), (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (C) any investigation, lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, (D) any violation of any Environmental Law or (E) any Environmental Action filed against any Agent or any Lender.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require in its Permitted Discretion from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Agent, each Lender and the Issuing Lender the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (A) authorizes each Agent to execute any such agreements, instruments or other documents in such

Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (B) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (C) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Change in Collateral; Collateral Records. (i) Give the Collateral Agent not less than 30 days prior written notice of any change in the location of any Collateral, other than to (or in-transit between) locations set forth on Schedule 6.01(ff) and with respect to which the Collateral Agent has filed financing statements and otherwise fully perfected its Liens thereon, (ii) advise the Collateral Agent promptly, in sufficient detail, of any material adverse change relating to the type, quantity or quality of the Collateral or the Lien granted thereon and (iii) execute and deliver, and cause each of its Subsidiaries to execute and deliver, to the Collateral Agent for the benefit of the Secured Parties from time to time, solely for the Collateral Agent's convenience in maintaining a record of Collateral, such written statements and schedules as the Collateral Agent may reasonably require, designating, identifying or describing the Collateral.

(m) Landlord Waivers; Collateral Access Agreements.

(i) At any time any Collateral is located on any real property of the Borrower or any other Loan Party (whether such real property is now existing or acquired after the Restatement Effective Date) not owned by the Borrower or any other Loan Party, use commercially reasonable efforts to obtain written subordinations or waivers, in form and substance reasonably satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral; provided that in the event the Loan Parties are unable to obtain any such written subordination or waiver with respect to a warehouse or distribution center the Administrative Agent may, in its reasonable discretion, establish such reserves as it deems necessary with respect to any such Collateral in an amount not to exceed 3 months' rent for such warehouse or distribution center; and

(ii) Use commercially reasonable efforts to obtain written access agreements, in form and substance reasonably satisfactory to the Collateral Agent, providing access to Collateral located on any premises not owned by the Borrower or any other Loan Party (other than retail stores) in order to remove such Collateral from such premises during an Event of Default; provided that in the event the Loan Parties are unable to obtain any such written access agreements with respect to a warehouse or distribution center, the Administrative Agent may, in its reasonable discretion, establish such reserves as it deems necessary with respect to any such Collateral in an amount not to exceed 3 months' rent for such warehouse or distribution center;

(n) Subordination. Cause all Indebtedness and other obligations now or hereafter owed by it to any of its Affiliates, to be subordinated in right of payment and security to the Indebtedness and other Obligations owing to the Agents and the Lenders in

accordance with a subordination agreement in form and substance reasonably satisfactory to the Agents.

(o) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries of any After Acquired Property, immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage and the other documents referred to below. Upon receipt of such notice requesting a Mortgage, the Person which has acquired such After Acquired Property shall promptly, and in any event within 15 days of the receipt of such notice by such Loan Party, furnish to the Collateral Agent the following, each in form and substance reasonably satisfactory to the Collateral Agent: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, each duly executed by such Person and in recordable form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the opinion of the Collateral Agent as determined in its Permitted Discretion, desirable to create and perfect a valid and enforceable first priority lien on the property purported to be covered thereby or to otherwise protect the rights of the Agents and the Lenders thereunder, (iii) a Title Insurance Policy, (iv) a survey of such real property, certified to the Collateral Agent and to the issuer of the Title Insurance Policy by a licensed professional surveyor reasonably satisfactory to the Collateral Agent, and (v) such other documents or instruments (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require. The Borrower shall pay all fees and expenses, including reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(o).

(p) Fiscal Year. Cause the fiscal year of the Borrower and its Subsidiaries to end on the last Saturday in February of each calendar year unless the Agents consent to a change in such fiscal year of Borrower and its Subsidiaries (and appropriate related changes to this Agreement).

(q) Borrowing Base. Maintain all Revolving Loans and Letter of Credit Usage in compliance with the then current Borrowing Base.

(r) Canadian Pension Plans and Benefit Plans.

(i) For each existing, or hereafter adopted, Canadian Pension Plan and Canadian Benefit Plan, each Loan Party shall in a timely fashion comply with and perform in all material respects all of its obligations under and in respect of such Canadian Pension Plan or Canadian Benefit Plan, including under any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations).

(ii) All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws.

(iii) Each Loan Party shall deliver to each Agent (A) if requested by such Agent, copies of each annual and other return, report or valuation for each Canadian Pension Plan as filed with any applicable governmental authority; (B) promptly after receipt thereof, a copy of any direction, order, notice, ruling or opinion that any Loan Party may receive from any applicable governmental authority with respect to any Canadian Pension Plan; and (C) notification (i) within 30 days of any increases having a cost to any Loan Party in excess of CDN\$100,000 per annum in the aggregate, in the cost of funding of any existing Canadian Pension Plan or Canadian Benefit Plan, (ii) the establishment of any new Canadian Pension Plan or Canadian Benefit Plan, or (iii) the commencement of contributions to any such plan to which any Loan Party was not previously contributing.

(s) Unfunded Pension Fund and Other Employee Benefit Plan Obligations. No Loan Party shall permit its unfunded pension fund and other employee benefit plan obligations and liabilities to remain unfunded other than in accordance with applicable law.

(t) Anti-Terrorism Laws. None of the Parent, the Loan Parties or their respective Subsidiaries or agents shall:

(i) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person,

(ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the OFAC Sanctions Programs or

(iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the OFAC Sanctions Programs, the USA PATRIOT Act or any other Anti-Terrorism Law.

The Borrower shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with this Section 7.01(t).

(u) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each Fiscal Year), participate in a meeting with the Agents and the Lenders at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan, any amount with respect to any Letter of Credit, or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not and shall not permit any of its Subsidiaries to:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any

of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code, the PPSA, or any similar law or statute of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof); sell any of its property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable) with recourse to it or any of its Subsidiaries or assign or otherwise transfer, or permit any of its Subsidiaries to assign or otherwise transfer, any account or other right to receive income; other than, as to all of the above, Permitted Liens; provided that, no Liens shall be permitted on any assets included in the Borrowing Base other than the Liens of the Collateral Agent for the benefit of the Secured Parties.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or purchase or otherwise acquire, whether in one transaction or a series of related transactions, all or substantially all of the assets of any Person (or any division thereof) (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that

(i) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into such Loan Party or another wholly-owned Subsidiary of such Loan Party, or may consolidate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days prior written notice of such merger or consolidation, (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Secured Parties' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger or consolidation and (E) the surviving Subsidiary, if any, is joined as a Loan Party hereunder and is a party to a Guaranty and a Security Agreement and the Capital Stock of which Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger or consolidation; and

(ii) any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries to make or commit or agree to make, any Investments, except for: (i) investments existing on the Restatement Effective Date, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof, (ii) temporary loans and advances by the Borrower to its Subsidiaries and by such Subsidiaries to the Borrower, made in the ordinary course of business and not exceeding in the aggregate at any one time outstanding CDN\$225,000, (iii) loans and advances not to exceed \$1,000,000 in the aggregate outstanding at any time made by the Borrower to management personnel of the Borrower in the ordinary course of business, (iv) book entry loans and advances that do not require any actual cash disbursements made by the Borrower to management personnel of the Borrower in the ordinary course of business to facilitate their purchase of Capital Stock of the Borrower, (v) Permitted Investments and (vi) Permitted Acquisitions to the extent permitted by Section 7.02(g).

(f) [Intentionally Omitted];

(g) Capital Expenditures. Make or commit or agree to make, or permit any of its Subsidiaries to make or commit or agree to make, any Capital Expenditure (by purchase or Capitalized Lease) that would cause the aggregate amount of all Capital Expenditures and Permitted Acquisitions made by the Loan Parties and their Subsidiaries to exceed CDN\$17,500,000 in any Fiscal Year; provided, however, that if during any Fiscal Year the amount of all Capital Expenditures permitted to be made is not so made (the "Capex Unused Amount"), such Capex Unused Amount may be used in the immediately succeeding Fiscal Year in an amount equal to 100% of the Capex Unused Amount (the "Capex Carry-Over Amount"); provided that (A) in such succeeding Fiscal Year, actual Capital Expenditures made from time to time in such succeeding Fiscal Year shall be deemed to have been made first from the amount permitted to be made for such Fiscal Year and, second, from the Capex Carry-Over Amount, and (B) no amounts carried forward pursuant to this paragraph may be carried forward to any fiscal year thereafter.

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Capital Stock of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Capital Stock of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Capital Stock of any Loan Party, now or hereafter outstanding, or (iv) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party; provided, however, that (A) the Borrower may pay dividends or effect distributions of capital or make advances to the Parent (1) in amounts necessary to pay customary expenses of the Parent in the ordinary course of its business solely as a result of its ownership and operation of the Borrower and its Subsidiaries (including salaries and related reasonable and customary expenses incurred by employees of the Parent but excluding any fees to Affiliates) and (2) in amounts

necessary to enable the Parent to pay taxes when due and owing solely as a result of its ownership of the Borrower and its Subsidiaries, (B) any Subsidiary of the Borrower may pay dividends or effect distributions of capital to the Borrower, (C) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower may pay the Permitted Management Fee, (D) [intentionally omitted], (E) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower may pay consulting fees to Ed Thomas in an amount not to exceed \$75,000 plus his reasonable out-of-pocket expenses in any Fiscal Year, (F) [intentionally omitted], (G) [intentionally omitted], and (H) on the Restatement Effective Date, the Borrower may pay dividends or effect distributions of capital or make advances to the Parent in an amount not to exceed CDN\$85,000,000 in order for the Parent to pay dividends or effect distributions of capital to its equityholders.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, (ii) transactions with another Loan Party and (iii) transactions permitted by Section 7.02(e) or (h).

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (w) to pay dividends or to make any other distribution on any shares of Capital Stock of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (x) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (y) to make loans or advances to any Loan Party or any of its Subsidiaries or (z) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of the foregoing clauses (w) through (z) of this Section 7.02(k) shall prohibit or restrict compliance with:

- (i) this Agreement and the other Loan Documents;
- (ii) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);
- (iii) any applicable law, rule or regulation (including applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(iv) in the case of clause (z), any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property or asset that is leased or licensed; or

(v) in the case of clause (z), any agreement, instrument or other document evidencing a Permitted Lien that restricts, on customary terms, the transfer of any property or assets subject thereto.

(l) Limitation on Issuance of Capital Stock. Except for the issuance or sale of common stock or Permitted Preferred Stock by the Borrower, issue or sell or enter into any agreement or arrangement for the issuance and sale of, or permit any of its Subsidiaries to issue or sell or enter into any agreement or arrangement for the issuance and sale of, any shares of its Capital Stock, any securities convertible into or exchangeable for its Capital Stock or any warrants.

(m) Modifications of Indebtedness, Governing Documents and Certain Other Agreements; Etc. (i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would change the subordination provisions, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any respect, (ii) except for the Obligations, make any voluntary or optional payment, prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness (including by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness"), or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any outstanding Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing or make any payment prohibited by the terms of the Management Subordination Agreement, (iii) except as permitted by Section 7.02(c), amend, modify or otherwise change its name, jurisdiction of organization, or organizational identification number, or (iv) amend, modify or otherwise change its certificate of incorporation or bylaws (or other similar Governing Documents), including by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Capital Stock (including any shareholders' agreement), or enter into any new agreement with respect to any of its Capital Stock, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause iv that either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries

to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) Compromise of Accounts Receivable. Compromise or adjust any Account Receivable included in the Borrowing Base (or extend the time of payment thereof) or grant any discounts, allowances or credits or permit any of its Subsidiaries to do so other than, provided no Default or Event of Default has occurred and is continuing, in the ordinary course of its business; provided, however, in no event shall any such discount, allowance or credit exceed \$50,000 in the aggregate and no such extension of the time for payment extend beyond 60 days from the original due date thereof.

(p) Environmental. Permit the use, handling, generation, storage, treatment, release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance with Environmental Laws and so long as such use, handling, generation, storage, treatment, release or disposal of Hazardous Materials does not result in a Material Adverse Effect.

(q) Certain Agreements. Agree to any material amendment or other material change to or material waiver of any of its rights under any Material Contract.

(r) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents; (ii) any agreement, instrument, deed, lease or other arrangement that (x) exists on the Restatement Effective Date and (y) to the extent such prohibition, restriction, imposition or condition permitted by the preceding clause (x) are set forth in an agreement evidencing Indebtedness, any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing does not expand the scope of such prohibition, restriction, imposition or condition in any material respect; (iii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness; (iv) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition, provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder; (v) customary provisions in leases, subleases or licenses restricting the assignment or sublet thereof; and (vi) to the extent arising in connection with cash or other deposits permitted under this Agreement and limited to such cash or deposits.

(s) Credit Card Processors. Enter into any agreements with respect to any credit card processing, debit card program or special financing program other than Visa,

MasterCard, American Express Co., Discovercard, and any other Credit Card Processor or Credit Card Issuer as to which the Loan Parties shall have notified the Administrative Agent.

(t) Specified Canadian Pension Plans. Maintain, sponsor, administer, contribute to, participate in or assume or incur any liability in respect of any Specified Canadian Pension Plan, or acquire an interest in any Person if such Person sponsors, administers, contributes to, participates in or has any liability in respect of, any Specified Canadian Pension Plan.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan, any amount with respect to any Letter of Credit, or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not:

(a) Leverage Ratio. Permit the ratio of Consolidated Funded Indebtedness (provided that the outstanding Revolving Loans shall be computed using the average daily outstanding amount of the Revolving Loans for such fiscal quarter *less* Qualified Cash) as of the last day of each fiscal quarter to TTM EBITDA of the Borrower and its Subsidiaries as of the last day of such fiscal quarter to be greater than 2.75:1.00.

(b) Availability. Permit the Availability at any time to be less than (x) CDN\$1,000,000 at any time during a Holiday Season and (y) CDN\$1,500,000 at all other times.

(c) [Intentionally Omitted].

(d) TTM EBITDA. Permit the TTM EBITDA of the Borrower and its Subsidiaries at the end of each fiscal quarter to be less than the applicable amount set forth below:

Fiscal Quarter Ending	TTM EBITDA
For the twelve months ending on August 31, 2013 and each fiscal quarter thereafter	CDN\$30,000,000

ARTICLE 8

MANAGEMENT, COLLECTION AND STATUS OF ACCOUNTS RECEIVABLE AND OTHER COLLATERAL

Section 8.01 Collection of Accounts Receivable; Management of Collateral. (a) Borrower shall assist the Administrative Agent in establishing, and, during the term of this Agreement, maintaining blocked accounts (the "Blocked Accounts") with respect to the Borrower's principal concentration accounts with the financial institutions set forth on Schedule 8.01 hereto (the "Blocked Account Bank"), and on or prior to the Restatement Effective Date shall deliver a control agreement executed by the Borrower, the Collateral Agent and the Blocked Account Bank relating to the Blocked Account, which shall provide among other things that from and after the

receipt of a notice (an "Activation Notice") from the Administrative Agent the Blocked Account Bank shall forward immediately all amounts in each Blocked Account to the Administrative Agent's Account. Anything contained herein to the contrary notwithstanding, the Administrative Agent agrees that it shall not provide an Activation Notice to any Blocked Account Bank, unless and until an Event of Default has occurred and is continuing. Once an Event of Default has occurred and is continuing, the Administrative Agent shall be free to exercise its right to issue such instruction and the subsequent elimination of the subject Event of Default shall not eliminate the effectiveness of such instruction. Borrower and each of its Subsidiaries shall irrevocably instruct its Account Debtors, with respect to its Accounts Receivable, to remit all payments to be made by them, whether by means of checks or other drafts or by wire transfer or by Automated Clearing House, Inc. payment, to a Blocked Account and shall instruct the Blocked Account Bank to deposit all amounts received by it to a Blocked Account at such Blocked Account Bank on the day received or, if such day is not a Business Day, on the next succeeding Business Day. The foregoing to the contrary notwithstanding, so long as no Event of Default has occurred and is continuing then, the Borrower may hold up to CDN\$500,000 (and, without duplication, the US Dollar equivalent at the then prevailing Exchange Rate) in the aggregate in a bank account which is not subject to a control agreement. Each of the Borrower and each Subsidiary will enforce, collect and receive all amounts owing on their Accounts Receivable for the Agents' benefit and on the Administrative Agents' behalf, but at the Borrower's or such Subsidiary's expense; such privilege shall terminate, at the election of any Agent, upon the occurrence and during the continuance of an Event of Default. All checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness received directly by the Borrower or any of its Subsidiaries from any Account Debtor, as proceeds from their Accounts Receivable, or as proceeds of any other Collateral, shall be held by the Borrower or such Subsidiaries in trust for the Agents and the Lenders as secured parties and upon receipt be deposited by the Borrower or such Subsidiaries in original form and no later than the next Business Day after receipt thereof into a Blocked Account. The Borrower and such Subsidiaries shall not commingle such collections with their other funds or with the proceeds of any assets not included in the Collateral. All funds received in the Blocked Accounts shall be sent by wire transfer or Automated Clearing House, Inc. payment to the Payment Office to be credited to the Administrative Agent's Account for application at the end of each Business Day to reduce the then principal balance of the Revolving Loans, conditional upon final payment to the Administrative Agent. No checks, drafts or other instruments received by the Administrative Agent shall constitute final payment to the Administrative Agent unless and until such checks, drafts or instruments have actually been collected.

(b) After the occurrence and during the continuance of an Event of Default, the Collateral Agent may send a notice of assignment or notice of the Lenders' security interest to any and all Account Debtors and, thereafter, the Collateral Agent shall have the sole right to collect the Accounts Receivable and payment intangibles of the Borrower and its Subsidiaries or take possession of the Collateral and the books and records relating thereto. After the occurrence and during the continuation of an Event of Default, the Borrower and its Subsidiaries shall not, without prior written consent of the Collateral Agent, grant any extension of time of payment of any Account Receivable or payment intangible, compromise or settle any Account Receivable or payment intangible for less than the full amount thereof, release, in whole or in part, any Person or property liable for the payment thereof, or allow any credit or discount whatsoever thereon.

(c) The Borrower hereby appoints each Agent or its designee on behalf of such Agent as the Borrower's attorney-in-fact with power exercisable during the continuance of an Event of Default to (i) endorse the Borrower's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Accounts Receivable or payment intangibles of the Borrower, (ii) sign the Borrower's name on any invoice or bill of lading relating to any of the Accounts Receivable or payment intangibles of the Borrower, drafts against Account Debtors with respect to Accounts Receivable or payment intangibles of the Borrower, assignments and verifications of Accounts Receivable or payment intangibles and notices to Account Debtors with respect to Accounts Receivable or payment intangibles of the Borrower, (iii) send verification of Accounts Receivable of the Borrower, and (iv) notify the Postal Service authorities to change the address for delivery of mail addressed to the Borrower to such address as such Agent may designate and to do all other acts and things necessary to carry out this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of omission or commission (other than acts of omission or commission constituting gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction), or for any error of judgment or mistake of fact or law; this power being coupled with an interest is irrevocable until all of the Loans and other Obligations under the Loan Documents are paid in full and all of the Commitments are terminated.

(d) Nothing herein contained shall be construed to constitute any Agent as agent of the Borrower for any purpose whatsoever, and the Agents shall not be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof (other than from acts of omission or commission constituting gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction). The Agents shall not, under any circumstance or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the settlement, collection or payment of any of the Accounts Receivable of the Borrower or any instrument received in payment thereof or for any damage resulting therefrom (other than acts of omission or commission constituting gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction). The Agents, by anything herein or in any assignment or otherwise, do not assume any of the obligations under any contract or agreement assigned to any Agent and shall not be responsible in any way for the performance by the Borrower of any of the terms and conditions thereof.

(e) If any Account Receivable of the Borrower includes a charge for any tax payable to any Governmental Authority, each Agent is hereby authorized (but in no event obligated) in its discretion to pay the amount thereof to the proper taxing authority for the Borrower's account and to charge the Borrower therefor. The Borrower shall notify the Agents if any Account Receivable of the Borrower includes any taxes due to any such Governmental Authority and, in the absence of such notice, the Agents shall have the right to retain the full proceeds of such Account Receivable and shall not be liable for any taxes that may be due by reason of the sale and delivery creating such Account Receivable.

(f) Notwithstanding any other terms set forth in the Loan Documents, the rights and remedies of the Agents and the Lenders herein provided, and the obligations of the Loan Parties set forth herein, are cumulative of, may be exercised singly or concurrently with,

and are not exclusive of, any other rights, remedies or obligations set forth in any other Loan Document or as provided by law.

Section 8.02 Accounts Receivable Documentation. The Borrower will at such intervals as the Agents may require, execute and deliver confirmatory written assignments of the Accounts Receivable to the Agents and furnish such further schedules or information as any such Agent may require relating to the Accounts Receivable, including sales invoices or the equivalent, credit memos issued, remittance advices, reports and copies of deposit slips and copies of original shipping or delivery receipts for all merchandise sold. In addition, the Borrower shall notify the Agents of any non-compliance in respect of the representations, warranties and covenants contained in Section 8.03. The items to be provided under this Section 8.02 are to be in form reasonably satisfactory to the Agents and are to be executed and delivered to the Agents from time to time solely for their convenience in maintaining records of the Collateral. The Borrower's failure to give any of such items to the Agents shall not affect, terminate, modify or otherwise limit the Collateral Agent's Lien on the Collateral.

Section 8.03 Status of Accounts Receivable and Other Collateral. With respect to Collateral of any Loan Party at the time the Collateral becomes subject to the Collateral Agent's Lien, each Loan Party covenants, represents and warrants: (a) such Loan Party shall be the sole owner, free and clear of all Liens (except for the Liens granted in the favor of the Collateral Agent for the benefit of the Secured Parties and Permitted Liens), and shall be fully authorized to sell, transfer, pledge or grant a security interest in each and every item of said Collateral; (b) each Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent shall be a good and valid account representing a bona fide indebtedness incurred by the Account Debtor therein named, for a fixed sum as set forth in the invoice relating thereto; (c) no Eligible Credit Card Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent shall be subject to any defense, offset, counterclaim, discount or allowance except as may be stated in the invoice relating thereto, discounts and allowances as may be customary in such Loan Party's business and as otherwise disclosed to the Agents; (d) none of the transactions underlying or giving rise to any Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent shall violate any applicable state or federal laws or regulations, and all documents relating thereto shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; (e) no agreement under which any deduction or offset of any kind, other than normal trade discounts, may be granted or shall have been made by such Loan Party at or before the time any Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent is created; (f) all agreements, instruments and other documents relating to any Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent shall be true and correct and in all material respects what they purport to be; (g) all signatures and endorsements that appear on all material agreements, instruments and other documents relating to any Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing Base report submitted to either Agent shall be genuine and all signatories and endorsers shall have full capacity to contract; (h) such Loan Party shall maintain books and records pertaining to said Collateral in such detail, form and scope as the Agents shall reasonably require; (i) such Loan Party shall immediately notify the Agents if any Account Receivable identified by Borrower as an Eligible Credit Card Receivable in a Borrowing

Base report submitted to either Agent arises out of contracts with any Governmental Authority, and will execute any instruments and take any steps required by the Agents in order that all monies due or to become due under any such contract shall be assigned to the Collateral Agent and notice thereof given to such Governmental Authority under any applicable law; (j) such Loan Party will, immediately upon learning thereof, report to the Agents any material loss or destruction of, or substantial damage to, any of the Collateral, and any other matters affecting the value, enforceability or collectability of any of the Collateral; (k) if any amount payable under or in connection with any Account Receivable is evidenced by a promissory note or other instrument, such promissory note or instrument shall be immediately pledged, endorsed, assigned and delivered to the Collateral Agent for the benefit of the Secured Parties as additional Collateral; (l) such Loan Party shall conduct a physical count of its Inventory at such intervals as any Agent may request and such Loan Party shall promptly supply the Agents with a copy of such count accompanied by a report of the value (based on the lower of cost (on a first in first out basis) and market value) of such Inventory; and (m) such Loan Party is not and shall not be entitled to pledge any Agent's or any Lender's credit on any purchases or for any purpose whatsoever.

Section 8.04 Collateral Custodian. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

ARTICLE 9

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) (i) the Borrower shall fail to pay any principal of any Loan, any Agent Advance, or any Reimbursement Obligation when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise); or (ii) the Borrower shall fail to pay any interest on any Agent Advance, any Reimbursement Obligation or shall fail to pay any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues for a period of 2 days;

(b) any representation or warranty made or deemed made by or on behalf of the Parent or any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any report, certificate, or other document delivered to any Agent, any Lender or the Issuing Lender pursuant to any Loan Document shall have been incorrect in any material respect when made or deemed made;

(c) (i) any Loan Party (A) shall fail to perform or comply with any covenant or agreement contained in paragraphs (a)(i), (a)(ii), (a)(iv), (a)(vi), (a)(ix), (d), (f), (h), (p), (q), (r) or (s) of Section 7.01, Section 7.02, Section 7.03 or Article 8; or (B) shall fail to perform or comply with any other covenant or agreement contained in paragraphs (a)(iii), (a)(v), (a)(vii), (a)(viii), (a)(x)-(a)(xiv), (b), (h), (k), or (l) of Section 7.01, and such failure, if capable of being remedied, is not cured within five Business Days after the earlier of the date a senior officer of the Parent or any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to the Parent or such Loan Party or (ii) the Parent shall fail to perform or comply with any covenant or agreement contained in the Parent Pledge Agreement;

(d) the Parent or any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 20 days or, in the case of Section 7.01(m), 30 days, after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) the Parent or any of its Subsidiaries shall fail to pay any principal of or interest on, or any other amount payable in respect of, any of its Indebtedness (excluding the Obligations) in excess of CDN\$250,000 when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) the Parent or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against the Parent or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the

entry of an order for relief or the appointment of a receiver, interim receiver, receiver and manager, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 45 days or any of the actions sought in such proceeding (including the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against the Parent or any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by the Parent or any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or the Parent or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Document, any Mortgage, the Parent Pledge Agreement, the Axis Pledge Agreement or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Secured Parties on any Collateral purported to be covered thereby;

(j) any bank at which any deposit account, blocked account, or lockbox account of any Loan Party is maintained shall fail to comply with any of the terms of any deposit account, blocked account, lockbox account or similar agreement to which such bank is a party or any securities intermediary, commodity intermediary or other financial institution at any time in custody, control or possession of any investment property of any Loan Party shall fail to comply with any of the terms of any investment property control agreement to which such Person is a party;

(k) one or more judgments or orders for the payment of money exceeding CDN\$250,000 in the aggregate shall be rendered against Parent or any of its Subsidiaries and remain unsatisfied, or the Parent or any of its Subsidiaries shall agree to the settlement of any one or more pending or threatened actions, suits or proceedings affecting the Parent or any Loan Party before any court or other Governmental Authority or any arbitrator or mediator, providing for the payment of money exceeding CDN\$250,000 in the aggregate, and in the case of any such judgment or order either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment or order, or (ii) there shall be a period of 10 consecutive days after entry thereof during which a stay of enforcement of any such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; provided, however, that any such judgment, order or settlement shall not give rise to an Event of Default under this subsection (k) if and for so long as (A) the amount of such judgment, order, or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof (subject to customary deductibles) and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order or settlement;

(l) the Borrower or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than 15 consecutive days;

(m) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at a distribution center, a warehouse or a group of at least 10% of the current number of Stores of any Loan Party, if any such event or circumstance could reasonably be expected to result in a Material Adverse Effect;

(n) any cessation of a substantial part of the business of the Parent or any Loan Party for a period which materially and adversely affects the ability of any Loan Party to continue its business on a profitable basis;

(o) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by the Parent or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to result in a Material Adverse Effect;

(p) the indictment of the Parent or any of its Subsidiaries under any criminal statute, or commencement of criminal or civil proceedings against the Parent or any Loan Party, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of such Person;

(q) the Borrower or any of its Subsidiaries shall be liable for any Environmental Liabilities and Costs the payment of which could reasonably be expected to result in a Material Adverse Effect; or

(r) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate all Commitments, whereupon all Commitments shall immediately be so terminated, (ii) declare all or any portion of the Loans and the Risk Participation Liabilities then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans and all other Obligations, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Prepayment Premium (if any) with respect to the Term Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans and other Obligations then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts

due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. Upon demand by the Administrative Agent after the occurrence and during the continuation of any Event of Default, the Borrower shall deposit with the Administrative Agent with respect to each Letter of Credit then outstanding cash in an amount equal to 105% of the greatest amount for which such Letter of Credit may be drawn. Such deposits shall be held by the Administrative Agent in the Administrative Agent's Account as security for, and to provide for the payment of, the Letters of Credit.

ARTICLE 10

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03 of this Agreement, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without

limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, that the Issuing Lender shall not be required to refuse to honor a drawing under any Letter of Credit and the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral, and the Agents shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any trustee, co-agent, employee, attorney-in-fact and any other Person (including any Lender). Any such Person shall benefit from this Article 10 to the extent provided by the applicable Agent. No Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

(c) If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

Section 10.03 Rights, Exculpation, Etc. The Agents and their directors, officers, agents or employees shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The provisions of this Section 10.03 are subject to, and shall not limit in any respect, the provisions of Section 12.07. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.04, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or the Issuing Lender is not reimbursed and indemnified by any Loan Party, and whether or not such Agent or the Issuing Lender has made demand on any Loan Party for the same, the Lenders will, within five days of written demand by such Agent or the Issuing Lender, reimburse such Agent and the Issuing Lender for, and indemnify such Agent and the Issuing Lender from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent or the Issuing Lender), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent or the Issuing Lender in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent or the Issuing Lender under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final judicial determination that such liability resulted from such Agent's or the Issuing Lender's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Each Agent may resign from the performance of all its functions and duties hereunder and under the other Loan Documents at any time by giving at least 30 Business Days prior written notice to the Borrower and each Lender. Such resignation shall take effect upon the acceptance by a successor Agent of appointment pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation, the Required Lenders shall appoint a successor Agent and so long as no Default or Event of Default has occurred and is continuing such successor Agent shall be reasonably acceptable to Borrower (such acceptance not to be unreasonably withheld, delayed or conditioned). Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. After any Agent's resignation hereunder as an Agent, the provisions of this Article 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement and the other Loan Documents. Each Loan Party agrees that either Cerberus or WFFCC shall be acceptable as a successor Agent in all circumstances.

(c) If a successor Agent shall not have been so appointed within said thirty (30) Business Day period, the retiring Agent, with the consent of the other Agent shall then appoint a successor Agent who shall serve as an Agent until such time, if any, as the Required Lenders, with the consent of the other Agent, appoint a successor Agent as provided above

Section 10.08 Collateral Matters.

(a) Each Agent may from time to time make such disbursements and advances ("Agent Advances") which such Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans, the Letters of Credit, and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including costs, fees and expenses as described in Section 12.04. The Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Base Rate Loans. The Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.02. The Agent making any Agent Advance shall notify the other Agent, each Lender and the Borrower in writing of each such Agent Advance, which notice shall include a description of the purpose of such Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to each Agent, upon such Agent's demand, in US Dollars or Canadian Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Agent Advance; provided that (a) the Revolving Loan Lenders shall not be obligated to fund any portion of an Agent Advance in an amount greater than the difference between (i) the Total Revolving Credit Commitment, minus (ii) the sum of the total outstanding principal amount of Revolving Loans at the time of such demand plus the aggregate Letter of Credit Usage at the time of such demand plus the total principal amount of Agent Advances previously funded by the Revolving Loan Lenders and that remain outstanding, and (b) no Revolving Loan Lender shall be obligated to fund any portion of an Agent Advance in an amount greater than the difference between (i) such Revolving Loan Lender's Revolving Credit Commitment, minus (ii) the sum of such Revolving Loan Lender's Pro Rata Share of the total outstanding principal amount of Revolving Loans at the time of such demand plus such Revolving Loan Lender's Pro Rata Share of the aggregate Letter of Credit Usage at the time of demand plus such Revolving Loan Lender's Pro Rata Share of the total principal amount of Agent Advances previously funded by the Revolving Loan Lenders and that remain outstanding. If such funds are not made available to applicable Agent by a Lender to the extent required pursuant to the immediately preceding sentence, such Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to such Agent, at the Defaulting Lender Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans, Letters of Credit, and all other Obligations which have matured and which the Collateral Agent has been notified in writing are then due and payable; or constituting property being sold or disposed in compliance with the terms of this Agreement and the other Loan

Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b) to the extent such release is permitted hereunder.

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b) to the extent such release is permitted hereunder. Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Secured Parties upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent (and, to the extent expressly provided for herein or in any other Loan Document, the Administrative Agent) for the benefit of the Secured Parties in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Secured Parties (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Bankruptcy Code, to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Nothing in this clause (d) shall be deemed to limit the rights of the Administrative Agent or the Required Lenders to direct the Collateral Agent to take action as otherwise provided herein.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as sub-agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 8 or 9 of the Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 Quebec Security. For greater certainty, and without limiting the powers of the Agents or any other Person acting as an agent or mandatary for such Agents hereunder or under any of the other Loan Documents, each Loan Party hereby acknowledges that, for purposes of holding any security granted by any Loan Party on property pursuant to the laws of the Province of Quebec to secure obligations of such Loan Party under any deed of hypothec or any bond issued by such Loan Party, the Collateral Agent shall be the holder of an irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of the *Civil Code of Quebec*) for all present and future Lenders and Agents and in particular for all present and future holders of any such bond. Each Lender and each Agent hereby irrevocably constitutes, to the extent necessary, the Collateral Agent as the holder of an irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of Article 2692 of the *Civil Code of Quebec*) in order to hold security granted by any Loan Party in the Province of Quebec to secure the obligations of the such Loan Party under any such deed of hypothec or bond and also agrees that the Collateral Agent may act as bondholder and agent with respect to any bond issued by any Loan Party and pledged in favor of the Collateral Agent or any Lender. Each assignee of a Lender or of an Agent shall be deemed to have confirmed and ratified the constitution of the Collateral Agent as the holders of such irrevocable

power of attorney (*fondé de pouvoir*) and the Collateral Agent as the agent of the Lenders in respect of the pledge of the bond by execution of an Assignment and Assumption Agreement. Notwithstanding the provisions of Section 32 of the *An Act respecting the special powers of legal persons* (Quebec), the Collateral Agent may acquire and be the holder of any bond. The Borrower hereby acknowledges that each such hypothec or debenture constitutes a title of indebtedness, as such term is used in Article 2692 of the *Civil Code of Quebec*. The execution by the Collateral Agent, acting as *fondé de pouvoir* or agent prior to the Restatement Effective Date of any deeds of hypothec or other Security Documents is hereby ratified and confirmed.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to the Parent or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding the Parent and its Subsidiaries and will rely significantly upon the Parent's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's

purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 [Intentionally Omitted].

Section 10.15 Collateral Agent May File Proofs of Claim. In case of the pendency of any Insolvency Proceeding or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan or Risk Participation Liability shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Risk Participation Liability and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, receiver and manager, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.16 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under

the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

ARTICLE 11

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding irrespective of whether a claim therefor is allowed in such case or proceeding), fees, expenses or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Agents, the Lenders and the Issuing Lender (or any of them) in enforcing any rights under the guaranty set forth in this Article 11. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Agents, the Lenders and the Issuing Lender under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Loan Party. Notwithstanding any of the foregoing, Guaranteed Obligations of any Guarantor shall not include any Excluded Swap Obligations of such Guarantor.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents, the Lenders or the Issuing Lender with respect thereto. Each Guarantor agrees that this Article 11 constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article 11 are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article 11 shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

- (a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article 11 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article 11 and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article 11 from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and any other defense available to any Guarantor (other than payment of all of the Obligations in full). Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article 11, and acknowledges that this Article 11 is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article 11 is a continuing guaranty and shall (a) remain in full force and effect until the later of (i) the cash payment in full of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this Article 11 and (ii) the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including all or any

portion of its Commitments, its Loans, and its interest in the Letters of Credit) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article 11, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Article 11 shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Article 11 and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article 11, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article 11 thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article 11 shall be paid in full in cash and (iii) all Commitments have been terminated, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

ARTICLE 12

MISCELLANEOUS

Section 12.01 Notices, Etc. (a) All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent, the Collateral Agent or the Issuing Lender, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

COMARK, INC.
6789 Millcreek Drive
Mississauga, Ontario L5N 5M4 Canada
Attention: Chief Financial Officer

Telephone: 905-567-7375 x2128
 Telecopier: 905-567-5965

with a copy to:

KARPREILLY, LLC
 104 Field Point Road
 Greenwich, Connecticut 06830
 Attention: Chris Reilly
 Telephone: 203-504-9911
 Telecopier: 203-504-9912

with a copy to:

ROPES & GRAY LLP
 Prudential Tower
 800 Boylston Street
 Boston, Massachusetts 02199-3600
 Attention: Tom Draper
 Telephone: 617-951-7430
 Telecopier: 617-235-0024

if to the Administrative Agent or the Issuing Lender, to it at the following
 addresses:

WELLS FARGO BANK, NATIONAL ASSOCIATION
 One Boston Place, 18th Floor
 Boston, Massachusetts 02108
 Attention: Michele Ayou
 Telephone: 617 854-7246
 Telecopier:

WELLS FARGO FOOTHILL CANADA ULC
 40 King Street West, Suite 2500
 Toronto, Ontario, Canada M5H 3Y2
 Attention: Domenic Cosentino
 Telephone: 416-775-2908
 Telecopier: 416-775-2990

with a copy to:

RIEMER & BRAUNSTEIN LLP
 Three Center Plaza
 Boston, Massachusetts 02108
 Attention: Kevin M. Murtagh, Esq.
 Telephone: 617 880-3437
 Telecopier: 617 880-3456

if to the Collateral Agent, to it at the following address:

CERBERUS BUSINESS FINANCE, LLC
 875 Third Avenue
 New York, New York 10022
 Attention: Gerald M. Daniello
 Telephone: 212-891-1550
 Telecopier: 212-891-1541

with a copy to:

SCHULTE ROTH & ZABEL LLP
 919 Third Avenue
 New York, New York 10022
 Attention: Eliot Relles, Esq.
 Telephone: 212-756-2199
 Telecopier: 212-593-5955

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail; provided that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided further that notices to any Agent or the Issuing Lender pursuant to Articles 2 and 3 shall not be effective until received by such Agent or the Issuing Lender, as the case may be.

(b) Electronic Communications.

(i) Each Agent and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Notices and other communications to the Lenders and the Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agents, provided that the foregoing shall not apply to notices to any Lender or the Issuing Lender pursuant to Articles 2 and 3 if such Lender or the Issuing Lender, as applicable, has notified the Agents that it is incapable of receiving notices under such Article by electronic communication.

(ii) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and

identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 12.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders or by the Collateral Agent with the consent of the Required Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans or the Risk Participation Liabilities payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any date fixed for any payment of principal of, or interest or fees on, the Loans or Letters of Credit payable to any Lender, in each case without the written consent of any Lender affected thereby, (ii) increase the Total Commitment, (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder, (iv) amend the definition of "Required Lenders", "Required Revolving/Term A Lenders" or "Pro Rata Share", (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Secured Parties, or release the Borrower or any Guarantor, (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement, or (vii) amend the definition of "Book Value," "Borrowing Base," "Eligible Credit Card Receivable," "Eligible Inventory," "Eligible Real Estate," "NRV," or "Net Amount of Eligible Credit Card Receivable," in each case of items (ii) through (vii) without the written consent of each Lender. Notwithstanding the foregoing, no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents.

(b) The Administrative Agent, certain Lenders, and the Collateral Agent have entered into the Agreement Among Lenders pursuant to which the parties thereto have agreed, among other things, to certain voting arrangements relative to matters requiring the approval of the Agents and such Lenders. The rights and duties of the parties thereto and their successors and assigns, with respect to such matters, are subject to such Agreement Among Lenders.

Notwithstanding anything to the contrary, if the Agents and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document), then the Agents (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision. The Agents shall notify the Issuing Lender and the Lenders of such amendment and such amendment shall become effective ten (10) Business Days after such notification unless the Required Lenders object to such amendment in a writing delivered to the Agents prior to such time.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Secured Parties to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender and the Issuing Lender), regardless of whether the transactions contemplated hereby are consummated, including reasonable fees, costs, client charges and expenses of domestic and foreign counsel for each Agent (and, in the case of clauses (b) through (m) below, one counsel for all other Lenders), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of any of the Secured Parties' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Secured Party by any Person that arises from or relates to this Agreement, any other Loan Document, the Secured Parties' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Secured Party, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup or remediation of any Hazardous Materials present or arising out of the operations of any facility owned or operated by any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, or (m) the receipt by any Secured Party of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by any Secured Party to be payable in connection

with this Agreement or any other Loan Document, and the Borrower agrees to save each Secured Party harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions, (y) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (z) if the Borrower fails to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower.

Section 12.05 Right of Set-off.

(a) Each of the Lenders agrees that it shall not, without the express written consent of the Collateral Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of the Collateral Agent, set off against the Obligations, any amounts owing by such Lender to Borrower or any deposit accounts of Borrower now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by the Collateral Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings, to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Administrative Agent pursuant to the terms of this Agreement, or (ii) payments from Administrative Agent in excess of such Lender's ratable portion of all such distributions by Administrative Agent, such Lender promptly shall (1) turn the same over to Administrative Agent, in kind, and with such endorsements as may be required to negotiate the same to Administrative Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (2) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, however, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Agent and each Lender and any such assignment without such prior written consent shall be null and void.

(b) (i) Each Revolving Loan Lender, each Term Loan A Lender and each Term Loan B-1 Lender may, with the written consent of the Collateral Agent (such consent not to be delayed or unreasonably withheld or conditioned; provided that such consent shall not be required if the assignee is an Eligible Transferee described in clause (d) of the definition thereof), and as long as no Default or Event of Default shall have occurred and be continuing with the written consent of the Borrower (such consent not to be delayed or unreasonably withheld or conditioned; provided that such consent shall not be required if the assignee is another Lender or a Related Fund) assign to one or more Canadian Lenders all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Revolving Credit Commitment, the Revolving Loans made by it, its Pro Rata Share of Letters of Credit and the Term Loan A or the Term Loan B-1 made by it). Each Term Loan B-2 Lender may, with the written consent of the Collateral Agent (such consent not to be delayed or unreasonably withheld or conditioned; provided that such consent shall not be required if the assignee is an Eligible Transferee) and as long as no Default or Event of Default shall have occurred and be continuing with the written consent of the Borrower (such consent not to be delayed or unreasonably withheld or conditioned), assign to one or more lenders or other entities all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Term Loan B-2 Commitment and the Term Loan B-2 made by it). Anything in this Section 12.07(b)(i) to the contrary notwithstanding, with respect to any assignment of all or a portion of the Revolving Credit Commitment, the Revolving Loans, the Letters of Credit, Term Loan A, Term Loan B-1 or Term Loan B-2:

(A) if (1) an Event of Default shall have occurred and is continuing, or (2) a Term Loan B-2 Lender elects to acquire the interest as a result of its "Purchase Option" as defined in the Agreement Among Lenders, or (3) if the assignee is a transferee of a Person who acquired its interest under the circumstances described in clause (1) or from a Person described in clause (2), then, in each case, the assignee need not be a Canadian Lender, the Borrower's consent need not be obtained and any Revolving Loan Lender, any Term Loan A Lender and any Term Loan B Lender (including any subsequent transferees of any such Lender) may assign to any such Person (irrespective of whether a Canadian Lender) all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Revolving Credit Commitment, the Revolving Loans made by it, its Pro Rata Share of Letters of Credit, and the Term Loan A or the Term Loan B made by it) and such Person shall be entitled to all of the rights and benefits hereunder, including Section 2.08 and Section 4.05;

(B) [Intentionally Omitted]; or

(C) For assignments made pursuant to this Section 12.07(b)(i)(A) only and none other, at the time of such assignment or promptly thereafter, the assignee Lender shall deliver to the Administrative Agent and the Borrower a statement with (1) a description of the Loans or Risk Participation being assigned, (2) the name of the assignee, (3) the address of the assignee, (4) the jurisdiction of organization of the assignee and identification of the type of organization of assignee (corporation, limited liability company, or partnership); provided, however, that for the avoidance of doubt, the assignee Lender need not deliver any other notice or information relative to the assignment.

(ii) Each such assignment shall be in an amount which is at least \$5,000,000 and a multiple of \$1,000,000 in excess thereof (or, if less, the remainder of such Lender's Commitment) (except such minimum amount shall not apply if the assignee is an Affiliate of the assigning Lender or a Related Fund of the assigning Lender or if waived by the Collateral Agent).

(iii) Except as otherwise provided for in Section 12.07(b)(iv), the parties to each such assignment shall execute and deliver to the Agents for recording by the Administrative Agent in the Register pursuant to Section 12.07(e), and to the Collateral Agent for any consent required from the Collateral Agent pursuant to this Section 12.07(b), an Assignment and Acceptance, together with the surrender of the promissory note, if any, subject to such assignment and such parties shall deliver to the Collateral Agent a processing and recordation fee of \$5,000 (except the payment of such fee shall not be required if the assignee is an Affiliate of the assigning Lender or Related Fund of the assigning Lender or if the Collateral Agent in its discretion waives such fee). Upon such execution, delivery and consent (if applicable) of any Assignment and Acceptance (or, with respect to any assignment pursuant to Section 12.07(b)(iv), upon execution of an Assignment and Acceptance by the assigning Lender and its Affiliate or Related Fund), from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least 3 Business Days after the delivery thereof to the Collateral Agent (or such shorter period as shall be agreed to by the Collateral Agent and the parties to such assignment) or as otherwise provided for in Section 12.07(b)(iv), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance (including the right to request that the Loans so assigned be evidenced by a promissory note pursuant to Section 2.03(g) hereof) and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(iv) Anything contained in this Section 12.07 or in Section 10.03 to the contrary notwithstanding, a Lender may assign any or all of its rights hereunder to an Affiliate of such Lender or a Related Fund of such Lender by executing an Assignment and Acceptance between the assigning Lender and such Affiliate or Related Fund and without delivering to any Agent an Assignment and Acceptance or the promissory note, if any, subject to such assignment and without payment of any processing and recordation fee to any Agent

(including pursuant to the foregoing Section 12.07(b)(iii)); provided, however, that (v) the Borrower and the Administrative Agent may continue to deal solely and directly with such assigning Lender until an Assignment and Acceptance has been delivered to the Administrative Agent for recordation on the Register, (w) the Collateral Agent may continue to deal solely and directly with such assigning Lender until receipt by the Collateral Agent of a copy of the fully executed Assignment and Acceptance pursuant to Section 12.07(e), (x) the failure of such assigning Lender to deliver an Assignment and Acceptance to the Agents shall not affect the legality, validity, or binding effect of such assignment, (y) an Assignment and Acceptance executed by an assigning Lender and its Affiliate or Related Fund shall be effective as of the effective date specified therein, and (z) any assignment of all or a portion of the Revolving Credit Commitment, the Revolving Loans, the Letters of Credit, Term Loan A or Term Loan B-1 shall be to a Canadian Lender unless such assignment is made in accordance with Section 12.07(b)(i)(A).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (A) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (B) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (C) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (D) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (E) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (F) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purposes as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by the Administrative Agent and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and principal amount of the Loans (the "Registered Loans") owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower, any

Agent and any Lender at any reasonable time and from time to time upon reasonable prior notice. In the case of any assignment pursuant to Section 12.07(b)(iv) not delivered to the Agents and not reflected in the Register, the assigning Lender shall maintain a comparable register acting solely for this purposes as a non-fiduciary agent of the Borrower.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance executed by an assigning Lender and an assignee, together with the surrender of the promissory note, if any, subject to such assignment and, subject to any consent required from the Collateral Agent or required from the Borrower pursuant to Section 12.07(b)(i), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with the delivery of the assignment to the Administrative Agent), and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register or any comparable register described in Section 12.07(d) (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or any comparable register described in Section 12.07(d), together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of the assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register on which it enters the name of all participants in the Registered Loans held by it (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any sale, assignment or subparticipation of any such participation in a Registered Loan (and the participation certificate or other document, if any, evidencing the same) may be effected only by the registration of such sale, assignment or subparticipation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it and its Pro Rata Share of the Letters of Credit); provided that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents and the Lender shall be solely responsible for and shall comply with any and all obligations to make withholdings in respect of payments made to the participants; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans or Letters of Credit, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or the Borrower or any Guarantor (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08 and Section 4.05 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender, but not in an amount exceeding the amount that would be payable to the participating Lender if no such participation had been made.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic transmission (including .pdf) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document mutatis mutandis.

Section 12.09 GOVERNING LAW. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.**

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. **ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY**

HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval,

satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Secured Party and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification. (a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Restatement Effective Date, whether direct, indirect or consequential (but excluding lost profits), as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower or the Issuing Lender's issuing of Letters of Credit for the account of the Borrower under this Agreement or the other Loan Documents, including the management of any such Loans or Letters of Credit (including any refusal by the Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, any bank advising or confirming a Letter of Credit or any other nominated person with respect to a Letter of Credit seeking to be reimbursed or indemnified or compensated, and any third party seeking to enforce the rights of the Borrower, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds, or holder of an instrument or document related to any Letter of Credit), (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding

relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this Section 12.15 for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party or Indemnitee shall assert, and each of the Loan Parties and Indemnitees hereby waives, any claim against the Loan Parties or the Indemnitees, as the case may be, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each of the Loan Parties and the Indemnitees hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and the discharge of the Liens granted under the Loan Documents.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Sections 2.06 or 3.01 hereof, including the Closing Fee, the Anniversary Fee, the Unused Line Fee, and the Letter of Credit Fee shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Interest. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). Without limiting the generality of the foregoing, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, R.S.C. 1985, c. C-46, as the same shall be amended, replaced or re-enacted from time to time) payable by a Loan Party to any Lender under this Agreement or any other Loan Document exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Agreement or such other Loan Document lawfully permitted under that Section and, if any payment, collection or demand pursuant to this Agreement or any other Loan Document in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Agents, Issuing Lender, Lenders and the Loan Parties and the amount of such payment or collection shall be refunded by the Agents, Issuing Lender, or Lenders (as applicable) to the Loan Parties. For purposes of this Agreement and each other Loan Document to which the Loan Parties are a party, the effective annual rate of interest payable by the Loan Parties shall be determined in accordance with generally accepted actuarial practices and principles over the term of the loans on the basis of annual compounding for the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Administrative Agent for the account of the Loan Parties will be conclusive for the purpose of such determination in the absence of evidence to the contrary. All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum

amount allowed by such applicable law. If at an time and from time to time (i) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any material non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates and to its and its Affiliates' respective equityholders (including, without limitation, partners), directors, officers, employees, agents, trustees, counsel, advisors and representatives on a need-to-know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization first agrees, in writing, to be bound by confidentiality provisions similar in substance to this Section 12.19; (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or

proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; or (viii) with the consent of the Borrower. Each Agent and each Lender agrees that, upon receipt of a request or identification of the requirement for disclosure pursuant to clause (iv) or clause (vi) hereof, it will make reasonable efforts to keep the Loan Parties informed of such request or identification.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

Section 12.22 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.23 Judgment Currency. This is an international financial transaction in which the specification of a currency and place of payment is of the essence. Canadian Dollars (and, in the case of the Term Loan B-2, Dollars) as clearly specified herein, shall be the sole currency of account in the case of all payments pursuant to or arising under this Agreement or under any other Loan Documents, and all such payments shall be made to the appropriate Persons in Canadian Dollars (or, in the case of the Term Loan B-2, Dollars) in immediately available funds as described herein. To the fullest extent permitted by applicable law, the obligations of each Loan Parties to the Lenders under this Agreement and under the other Loan Documents shall not be discharged by any amount paid in any other currency or at any other place to the extent that the amount so paid after conversion under this Agreement does not yield the amount of Canadian Dollars or Dollars, as applicable, due as required under this Agreement and under the other Loan Documents. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in Canadian Dollars or Dollars, as applicable, into another currency (the "Other Currency"), then to the fullest extent permitted by applicable law, the rate of exchange shall be that at which the Other Currency may be purchased with the sum due in Canadian Dollars (or Dollars, as applicable) on the Business Day preceding that in which final judgment is given. In the case of

the conversion of Dollars into Canadian Dollars (or Canadian Dollars into Dollars), such rate of exchange shall be determined by reference to the Exchange Rate. The obligation of each Loan Party in respect of any such sum due from it to the Lenders in Canadian Dollars (or, in the case of the Term Loan B-2, Dollars) hereunder shall, notwithstanding any judgment in such Other Currency, be discharged only to the extent that, on the Business Day immediately following the date on which the appropriate Agent receives from the Loan Parties any sum adjudged to be so due in the Other Currency, such Agent may, in accordance with normal banking procedures, purchase Canadian Dollars with the Other Currency. If the Canadian Dollars or Dollars, as applicable, so purchased are less than the sum originally due to the Lenders in Canadian Dollars or Dollars, as applicable, each Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Lenders against such loss.

Section 12.24 Canadian Lenders. On the Restatement Effective Date each Revolving Loan Lender, Term Loan A Lender, Term Loan B-1 Lender and Issuing Lender hereby severally represents and warrants to the Loan Parties that it is, and covenants that it will not take any affirmative action to cause it to cease to be, a Canadian Lender. Any Person who becomes a Revolving Loan Lender, Term Loan A Lender, Term Loan B-1 Lender or Issuing Lender after the Restatement Effective Date shall and shall be deemed to make the representation, warranty and covenant set out in this Section 12.24 at the time such Person becomes a Revolving Loan Lender, Term Loan A Lender, Term Loan B-1 Lender or Issuing Lender unless such Person acquired its interest as a result of an assignment described in Section 12.07(b)(i)(A). The representations, covenants and warranties contained in this Section 12.24 shall survive the termination of this Agreement.

Section 12.25 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.26 No Novation. This Agreement constitutes an amendment and restatement of the Existing Financing Agreement and does not extinguish the obligations for the payment of money outstanding under the Existing Financing Agreement or discharge or release the Obligations outstanding under, and as defined in, the Existing Financing Agreement or the Lien or priority of any mortgage, pledge, security agreement or any other security therefor. Except for the Existing Term Loan B Partial Payoff, nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under, and as defined in, the Existing Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments or documents executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Loan Party under the Existing Financing Agreement or any of the other Loan Documents from any of its obligations and liabilities as a "Borrower" or "Guarantor" thereunder. Each party hereto hereby (a) confirms and agrees that each Loan Document to which it is a party is, and shall

continue to be, in full force and effect, as modified by this amendment and restatement and instruments or documents executed concurrently herewith, and is hereby ratified and confirmed in all respects except that on and after the Restatement Effective Date all references in any such Loan Document to "the Financing Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Existing Financing Agreement shall mean the Existing Financing Agreement as amended and restated by this Agreement and (b) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent a security interest in or Lien on, any collateral as security for the obligations of Borrower or Guarantors from time to time existing in respect of the Existing Financing Agreement and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects.

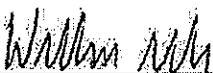
Section 12.27 Waiver and Consent of Existing Term Loan Lenders. Each Existing Term Loan Lender hereby (a) acknowledges and agrees that a portion of the proceeds from the Term Loans made to the Borrower on the Restatement Effective Date in an amount equal to CDN\$1,250,000 will be used on the Restatement Effective Date to payoff all of the obligations of the Borrower owing to Citibank, N.A. under the Existing Financing Agreement (the "Existing Term Loan B Partial Payoff") without making a ratable payment to such Existing Term Loan Lender as required under the Existing Financing Agreement (including, without limitation, Section 2.02(b) thereof) and (b) consents to the Existing Term Loan B Partial Payoff and to such non-pro rata treatment and waives any claim it may have against the Loan Parties, the Agents or any Lender with respect thereto. This waiver and consent in this Section 12.27 shall be effective only in this specific instance and for the specific purpose set forth herein and does not allow for any other or further departure from the terms and conditions of the Existing Financing Agreement (to the extent applicable) or this Agreement or any other Loan Document. For the avoidance of doubt, from and after the Existing Term Loan B Partial Payoff of the Restatement Effective Date, Citibank shall cease to be a Lender under the Loan Documents.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

COMARK INC., a Canadian federal
corporation

By: 
Name: William King
Title: Vice President & Chief Financial Officer

[Signature Pages Continue on Following Page]

LENDERS:

ABLECO FINANCE LLC, as a Term Loan B
Lender

By: _____
Name: Kevin P. Genda
Title: Vice Chairman

CERBERUS NJ CREDIT OPPORTUNITIES
FUND, L.P., as a Term Loan B Lender

By: Cerberus NJ Credit Opportunities GP, LLC
Its: General Partner

By: _____
Name: Kevin P. Genda
Title: Senior Managing Director

CERBERUS LEVERED LOAN
OPPORTUNITIES FUND II, L.P., as a Term
Loan B Lender

By: Cerberus Levered Opportunities II GP, LLC
Its: General Partner

By: _____
Name: Kevin P. Genda
Title: Senior Managing Director

[Signature Pages Continue on Following Page]

CERBERUS AUS LEVERED HOLDINGS LP,
as a Term Loan B Lender

By: CAL I GP Holdings LLC
Its: General Partner

By: _____
Name: Kevin P. Genda
Title: Senior Managing Director

CERBERUS ASRS HOLDINGS LLC, as a
Term Loan B Lender

By: _____
Name: Kevin P. Genda
Title: Vice President

CERBERUS ASRS FUNDING LLC, as a Term
Loan B Lender

By: _____
Name: Kevin P. Genda
Title: Vice President

CERBERUS ONSHORE LEVERED II LLC, as
a Term Loan B Lender

By: _____
Name: Kevin P. Genda
Title: Vice President

CERBERUS OFFSHORE LEVERED II LP, as
a Term Loan B Lender

By: COL II GP Inc.
Its: General Partner

By: _____
Name: Kevin P. Genda
Title: Vice President

COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE, LLC,
as Collateral Agent

By: _____

Name:

Title:

Kenneth A. Genda
Vice Chairman

ADMINISTRATIVE AGENT AND REVOLVING LENDER:

WELLS FARGO FOOTHILL CANADA
ULC,
as Administrative Agent and as a Revolving Lender

By: 

Name:

Title:

Domenic Cosentino
Vice President
Wells Fargo Foothill
Canada ULC

Schedule C-1

Lenders and Lenders' Commitments

Part I

Lenders and Lenders' Commitments (CDN)

Lender	Revolving Credit Commitments	Term Loan A Commitments	Term Loan B-1 Commitments	Total
Wells Fargo Foothill Canada ULC	CDN\$25,000,000 .00	CDN\$0	CDN\$0	CDN\$25,000,000 .00
BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse Aktiengesellsch aft	CDN\$0	CDN\$30,000,000 .00	CDN\$5,000,000. 00	CDN\$35,000,000 .00
Cerberus ASRS Holdings LLC	CDN\$0	CDN\$0	CDN\$4,529,128. 32	CDN\$4,529,128. 32
Cerberus NJ Credit Opportunities Fund, L.P.	CDN\$0	CDN\$0	CDN\$2,876,340. 78	CDN\$2,876,340. 78
Cerberus Levered Loan Opportunities Fund II, L.P.	CDN\$0	CDN\$0	CDN\$11,707,030 .90	CDN\$11,707,030 .90
Cerberus Offshore Levered II L.P.	CDN\$0	CDN\$0	CDN\$201,745.98	CDN\$201,745.98
Cerberus AUS Levered Holdings LP	CDN\$0	CDN\$0	CDN\$83,859.95	CDN\$83,859.95
Cerberus ASRS	CDN\$0	CDN\$0	CDN\$236,528.08	CDN\$236,528.08

Funding LLC				
Cerberus Onshore Levered II LLC	CDN\$0	CDN\$0	CDN\$365,365.99	CDN\$365,365.99
All Lenders	CDN\$25,000,000.00	CDN\$30,000,000.00	CDN\$25,000,000.00	CDN\$80,000,000

Part II

Lenders and Lenders' Commitments (USD)

Lender	Term Loan B-2 Commitments
Ableco Finance LLC	\$4,022,944.16
Cerberus ASRS Holdings LLC	\$3,786,115.68
Cerberus NJ Credit Opportunities Fund, L.P.	\$2,404,471.28
Cerberus Levered Loan Opportunities Fund II, L.P.	\$9,786,468.88
All Lenders	\$20,000,000.00

Schedule D-1Existing Letters of Credit

[SEE ATTACHED]

LC Ledger

Loan: COMARK, INC - CAD - DOC (CIA06); Show Zero Balances: No

Page: 1 of 3

Run Date & Time: 7/26/2013 7:49:17 AM

Wells Fargo Capital Finance

CIA06 COMARK, INC - CAD - DOC Balance: \$956,784.33

L/C ID: 585401 Expires: 8/9/2013 Created: 5/15/2013 Activity: 7/9/2013 Beneficiary: Souza Designs

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
05/14/2013	AM		(\$30,256.24)	(\$30,256.24)		LC Draw
05/14/2013	AM	\$4,217.64		(\$26,038.60)		
05/03/2013	AM	\$29,599.46		\$3,580.86		
05/28/2013	AM		(\$51,595.37)	(\$48,034.51)		LC Draw
05/28/2013	AM	\$3,280.26		(\$44,754.25)		
05/29/2013	AM		(\$3,885.24)	(\$48,639.49)		LC Draw
05/29/2013	AM		(\$47,828.82)	(\$96,468.31)		LC Draw
05/29/2013	AM	\$179.21		(\$96,289.10)		
06/20/2013	AM		(\$41,657.82)	(\$137,946.92)		LC DRAW
07/03/2013	AM		(\$40,750.79)	(\$178,697.71)		Closeout Expired L/C
07/01/2013	RI	\$40,750.80		(\$137,946.91)		Reissue
03/21/2013	OB	\$178,697.71		\$40,750.80		New
			L/C ID: 585401	\$40,750.80	\$40,750.80	

L/C ID: 586144 Expires: 7/8/2013 Created: 7/11/2013 Activity: 7/11/2013 Beneficiary: Souza Designs

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
07/10/2013	AM		(\$35,117.29)	(\$35,117.29)		LC Drawing
07/10/2013	AM	\$954.60		(\$34,162.69)		
05/27/2013	OB	\$36,095.75		\$1,933.06		New
			L/C ID: 586144	\$1,933.06	\$42,683.86	

LC Ledger

Page: 2 of 3

Run Date & Time: 7/26/2013 7:49:17 AM
Wells Fargo Capital Finance

Loan: COMARK, INC - CAD - DOC (CIA06); Show Zero Balances: No

CIA06		COMARK, INC - CAD - DOC		Beneficiary: Lakhsma Sweaters Ltd.		Balance: \$956,784.33	
L/C ID: 586233		Expires: 7/15/2013	Created: 6/7/2013	Activity: 6/7/2013			
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
06/06/2013	OB	\$31,193.06		\$31,193.06		New	
L/C ID: 586234		L/C ID: 586233		\$31,193.06	\$73,876.92		
		Expires: 8/2/2013	Created: 6/7/2013	Activity: 6/7/2013	Beneficiary: Adorable Junior Garments Inc.		
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
06/06/2013	OB	\$219,742.10		\$219,742.10		New	
L/C ID: 586096		L/C ID: 586234		\$219,742.10	\$293,619.02		
		Expires: 6/26/2013	Created: 7/11/2013	Activity: 7/11/2013	Beneficiary: Tianjin Machinery Import and Export Co. Ltd.		
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
07/10/2013	AM		(\$103,141.36)	(\$103,141.36)		LC Drawing	
07/11/2013	AM	\$3,137.13		(\$100,004.23)			
07/10/2013	AM	\$2,254.60		(\$97,749.63)		OD	
05/16/2013	OB	\$100,886.76		\$3,137.13		New	
L/C ID: 586096		L/C ID: 586096		\$3,137.13	\$296,756.15		
		Expires: 8/27/2013	Created: 6/14/2013	Activity: 6/14/2013	Beneficiary: PRIME SOURCING BANGLADESH		
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
06/13/2013	OB	\$288,908.74		\$288,908.74			
L/C ID: 586269		L/C ID: 586269		\$288,908.74	\$535,664.89		

LC Ledger

Page: 3 of 3

Run Date & Time: 7/26/2013 7:49:17 AM

Wells Fargo Capital Finance

Loan: COMARK, INC - CAD - DOC (CIA06); Show Zero Balances: No

CIA06 COMARK, INC - CAD - DOC Balance: \$956,784.33

Beneficiary: Tianjin Machinery Import and Export Co. Ltd.

L/C ID: 1586342 Expires: 8/14/2013 Created: 7/9/2013 Activity: 7/9/2013

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
------	------	-----------	-----------	------------------	--------------	----------

07/01/2013	OB	\$171,540.74		\$171,540.74		New
------------	----	--------------	--	--------------	--	-----

L/C ID: 1586342 L/C ID: 1586342 \$171,540.74 \$757,205.63

Beneficiary: Prime Sourcing Bangladesh

L/C ID: 1586407 Expires: 10/7/2013 Created: 7/11/2013 Activity: 7/11/2013

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
------	------	-----------	-----------	------------------	--------------	----------

07/10/2013	OB	\$117,206.45		\$117,206.45		New
------------	----	--------------	--	--------------	--	-----

L/C ID: 1586407 L/C ID: 1586407 \$117,206.45 \$874,412.08

Beneficiary: Tianjin Machinery Import and Export

L/C ID: 1586424 Expires: 9/4/2013 Created: 7/15/2013 Activity: 7/15/2013

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
------	------	-----------	-----------	------------------	--------------	----------

07/12/2013	OB	\$82,372.25		\$82,372.25		New
------------	----	-------------	--	-------------	--	-----

L/C ID: 1586424 L/C ID: 1586424 \$82,372.25 \$956,784.33

LC Ledger

Page: 1 of 2

Run Date & Time: 7/26/2013 7:51:17 AM
Wells Fargo Capital Finance

Loan: COMARK, INC - CAD - STBY (CIA07); Show Zero Balances: No

CIA07		COMARK, INC - CAD - STBY		Beneficiary: TORONTO DOMINION BANK		Balance: \$5,210,000.00	
L/C ID: TG193526		Expires: 4/1/2014		Created: 11/6/2010		Activity: 1/18/2013	
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
11/05/2010	OB	\$1,100,000.00		\$1,100,000.00		Auto Renewal	
11/14/2011	AM		(\$1,100,000.00)	\$0.00		Closeout Expired L/C	
11/14/2011	AM	\$1,100,000.00		\$1,100,000.00			
L/C ID: TG196979		Expires: 4/8/2014		Created: 3/13/2012		Activity: 3/29/2013	
Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments	
03/12/2012	AM	\$148,800.00		\$148,800.00		Reval per TD report	
05/08/2012	AM		(\$3,987,800.00)	(\$3,839,000.00)		Closeout Expired L/C	
05/08/2012	AM	\$3,987,800.00		\$148,800.00			
05/11/2012	AM		(\$3,987,800.00)	(\$3,839,000.00)		Closeout Expired L/C	
05/11/2012	AM	\$3,987,800.00		\$148,800.00			
11/05/2010	OB	\$5,052,000.00		\$5,200,800.00		Auto Renewal	
02/14/2011	AM		(\$73,250.00)	\$5,127,550.00			
07/11/2011	AM	\$647,275.00		\$5,774,825.00			
07/08/2011	AM		(\$647,275.00)	\$5,127,550.00			
07/08/2011	AM		(\$647,275.00)	\$4,480,275.00			
08/09/2011	AM		(\$492,475.00)	\$3,987,800.00			
01/22/2013	RV		(\$39,600.00)	\$3,948,200.00			

LC Ledger

Loan: COMARK, INC - CAD - STBY (CIA07); Show Zero Balances: No

Page: 2 of 2

Run Date & Time: 7/26/2013 7:51:17 AM

Wells Fargo Capital Finance

Balance: \$5,210,000.00

COMARK, INC - CAD - STBY

Beneficiary: Toronto Dominion Bank

Activity: 3/29/2013

Created: 3/13/2012

Expires: 4/8/2014

L/C ID: TG196979

Date	Type	Increases	Decreases	Contract Balance	Loan Balance	Comments
------	------	-----------	-----------	------------------	--------------	----------

03/27/2013	AM	\$161,800.00		\$4,110,000.00		
------------	----	--------------	--	----------------	--	--

				\$4,110,000.00	\$5,210,000.00	
--	--	--	--	----------------	----------------	--

L/C ID: TG196979

Schedule F-1Facilities

Nil.

Schedule 6.01(e)

Subsidiaries

NAME	JURISDICTION OF INCORPORATION	OUTSTANDING CAPITAL STOCK	OWNERSHIP OF CAPITAL STOCK
Comark Inc.	Canada (Federal)	279,722 Common Shares	SKMCom Holdings S.à.r.l. 90.0% Axis Capital Fund I L.P. 1.4% Comark Management (current & former members) 8.6%

Schedule 6.01(f)**Litigation; Commercial Tort Claims**

Nil.

Schedule 6.01(h)**Compliance with Material Agreements**

Nil.

Schedule 6.01(i)ERISA / Canadian Pension and Benefits**Canadian Benefit Plans:**

1. Manulife Plan # G0083039, dated March 1, 2006 / Policy #G0039204, dated March 1, 2006, covering:
 - Health
 - Dental
 - Basic
 - Life
 - Optional Life
 - Accidental Death & Dismemberment
 - Long Term Disability
2. Short Term Disability (managed on behalf of Comark Inc. by The Williamson Group)
3. Associate Assistance Plan, pursuant to a Professional Services Agreement, dated March 1, 2012, by and between Comark Inc. and Morneau Shepell Ltd.

Canadian Pension Plans:

1. Deferred Profit Sharing Plan, dated October 1, 1999, funded pursuant to a Trust Agreement, dated as of April 1, 2009, by and between Comark Inc. and Sun Life Financial Trust Inc.
2. Group Retirement Savings Plan:

Sun Life Financial is custodian and third party administrator for the Deferred Profit Sharing Plan and the Group Retirement Savings Plan, for which the revised assumptions and fees for its service are dated September 2009. The Deferred Profit Sharing Plan and the Group Retirement Savings Plan are managed pursuant to an Investment Management and Record Keeping Agreement, dated April 1, 2008, by and among Comark Inc., Sun Life Assurance Company of Canada and Beutel, Goodman & Company Ltd.
3. Letter Agreement re: Retirement Planning Contract, dated as of March 27, 2009, by and between Comark Inc. and Douglas Murata.

4. Letter Agreement re: Retirement Planning, dated as of March 31, 2000, by and between Comark Inc. and Douglas Murata.
5. Letter Agreement re: Retirement Planning Contract, dated as of January 6, 2009, by and between Comark Inc. and Catherine Hughes.
6. Letter Agreement re: Retirement Planning, dated as of May 9, 2001, by and between Comark Inc. and Catherine Hughes.
7. Letter Agreement re: Retirement Planning, dated as of January 29, 2001, by and between Comark Inc. and Pierre Di Tullio.
8. Letter Agreement re: Offer of Employment, dated as of July 3, 2013, by and between Comark Inc. and Fiona Horgan.
9. In addition the Company contributes its required statutory payroll premiums to the Canada Pension Plan (CPP) and Quebec Pension Plan (QPP) as required by law.

SCHEDULE 6.01(o)

REAL PROPERTY

Owned Properties

No owned properties

Leased Properties

1. Home Offices and Distribution Centre (see following table)

Home Offices & Distribution Centre	Lease Annual Rent	Street Address	Location City	Location Province	Original Opening	Original Start Date	Current Term Start Date	Original End Date	Expiry	Number of Options	Lease Status	Lease Terminated	Landlord	Consents Required	Default
Rick's Home Office (Inkster)	\$197,343.00	1670 Inkster Blvd.	Winnipeg	MB	N/A	9/1/2006	9/1/2006	Same as current	8/31/16	2x5	Open		Peregrine Equities Inc.	None	None
Comark/leo Home Office (Millcreek)	\$283,516.20	6789 Millcreek Drive	Mississauga	ON	N/A	9/1/2006	9/1/2006	Same as current	8/31/16	2x5	Open		Pensionfund Realty Limited	None	None
Laval Distribution Centre	\$314,541.50	930 St-Martin Boulevard	Laval	QC	N/A	5/1/1990	5/1/2012	4/30/2012	4/30/2018	1x3	Open		GE Canada Real Estate Equity Holding Company	None	None
Boolegger Home Office (Jacombs Rd.)	\$352,650.00	4460 Jacombs Road	Richmond	BC	N/A	8/22/2007	8/22/2007	Same as current	8/21/2017		Open		Viksun Enterprise Inc.	None	None

2. Retail Locations. (see following table)

Shopping Centre	Lease Annual Rent	Street Address	Location City	Location Province	Original Opening	Original Start Date	Current Term Start Date	Original End Date	Expiry	Number of Options	Lease status	Lease Terminated	Landlord	Consents Required	Default
Downtown Chatham Centre	GR 8%	100 King Street West	Chatham	ON	10/27/1982	5/1/1993	3/1/2011	2/28/2004	2/28/2014		Open		1854313 Ontario Limited	None	None
Portage Place	GR 9%	1154 Chemong Road	Peterborough	ON	3/19/1994	3/17/1994	2/1/2011	1/31/2004	8/31/2013		MTM		1865088 Ontario Limited	None	None

Portage Place	\$ 53,465.00	1154 Chemong Road	Winnipeg	MB	6	8/31/2006	8/31/2006	8/31/2006	1/31/2017	1/31/2017	Open	1865088 Ontario Limited	None	None
Suncoast Mall	\$ 79,425.00	397 Bayfield Road	Goderich	ON	96	10/25/19	10/24/199	2/1/2012	1/31/2002	1/31/2015	Open	1865099 Ontario Limited	None	None
Halifax Shopping Centre	\$ 76,248.00	7001 Mumford Road	Halifax	NS	6	8/16/199	2/1/2006	2/1/2006	1/31/2016	1/31/2023	Open	20 Vic	None	None
Pickering Town Centre	\$ 121,625.00	1355 Kingston Road	Pickering	ON	12	11/10/20	11/10/201	11/10/2012	1/31/2023	1/31/2023	Open	20 Vic	None	None
Pen Centre	\$ 144,000.00	Glendale Avenue At Highway 406	St. Catharines	ON	7/1/1999	2/1/2007	2/1/2012	2/1/2012	1/31/2012	1/31/2014	Open	20 Vic	None	None
St. Vital Centre	\$ 196,110.00	1225 St. Mary's Road	Winnipeg	MB	4	12/5/198	2/1/2009	2/1/2009	1/31/2019	1/31/2019	Open	20 Vic	None	None
Midtown Plaza	\$ 198,528.00	1st Avenue & 21st Street E.	Saskatoon	SK	2	2/14/199	6/15/2002	2/1/2010	1/31/2010	1/31/2020	Open	20 Vic	None	None
Aberdeen Mall	\$ 95,564.00	1320 W. Trans Canada Highway	Kamloops	BC	8/5/1981	8/13/1994	2/1/2010	2/1/2010	1/31/2005	1/31/2015	Open	20 Vic	None	None
Halifax Shopping Centre	\$ 111,014.00	7001 Mumford Road	Halifax	NS	3	4/19/201	4/1/2013	4/1/2013	1/31/2023	1/31/2023	Open	20 Vic	None	None
Lansdowne Place	\$ 98,872.00	645 Lansdowne Street West	Peterborough	ON	4	3/18/200	3/18/2004	2/1/2011	1/31/2011	1/31/2016	Open	20 Vic	None	None
Billings Bridge Plaza	\$ 116,880.00	2269 Riverside Drive	Ottawa	ON	8/1/2008	8/1/2008	8/1/2008	8/1/2008	1/31/2018	1/31/2018	Open	20 Vic	None	None
Pen Centre	\$ 118,354.93	Glendale Avenue At Highway 406	St. Catharines	ON	3	8/14/200	8/14/2003	2/1/2011	1/31/2011	1/31/2014	Open	20 Vic	None	None
Pickering Town Centre	\$ 84,200.00	1355 Kingston Road	Pickering	ON	02	10/26/20	10/26/200	2/1/2010	1/31/2010	8/31/2013	MTM	20 Vic	None	None
Carlingwood Mall	\$ 103,267.00	2121 Carling Avenue	Ottawa	ON	9/1/2003	9/1/2003	2/1/2011	2/1/2011	1/31/2011	1/31/2014	Open	20 Vic	None	None
Lambton Mall	GR 12%	1380 London Road	Samia	ON	5	6/16/200	5/1/2005	2/1/2013	1/31/2010	1/31/2014	Open	20 Vic	None	None
Tecumseh Mall	\$ 45,666.00	7672 Tecumseh Road East	Windsor	ON	7/1/2003	8/10/2003	2/1/2011	2/1/2011	1/31/2008	1/31/2016	Open	20 Vic	None	None
St. Vital Centre	\$ 157,612.00	1225 St. Mary's Road	Winnipeg	MB	93	10/25/19	10/25/199	2/1/2012	1/31/2009	1/31/2022	Open	20 Vic	None	None
Calgary Eaton Centre	\$ 195,390.00	317-7th Avenue South West	Calgary	AB	0	12/9/201	12/9/2010	12/9/2010	2/28/2021	2/28/2021	Open	20 Vic	None	None
Marlborough Mall	GR 15%	3800 Memorial Drive N.E.	Calgary	AB	7	8/21/199	3/23/2007	2/1/2012	1/31/2015	1/31/2015	Open	20 Vic	None	None
Aberdeen Mall	\$ 75,292.00	1320 W. Trans Canada Highway	Kamloops	BC	6	3/17/200	3/17/2006	2/1/2011	1/31/2011	1/31/2016	Open	20 Vic	None	None
Halifax Shopping Centre	\$ 108,429.00	7001 Mumford Road	Halifax	NS	3	4/19/201	4/1/2013	4/1/2013	1/31/2023	1/31/2023	Open	20 Vic	None	None

City Centre Mall	\$ 43,326.00	300 Mystery Lake Road	Thompson	MB	8/1/2003	8/1/2003	2/1/2013	1/31/2013	1/31/2015	Open	Arcturus Realty Corp.	None	None
Northumberland Mall	GR 10%	1111 Elgin Street West	Cobourg	ON	3/12/1990	4/16/2000	2/1/2012	1/31/2007	1/31/2014	Open	Avison	None	None
Windsor Crossing Premium Outlets	GR 10%	1555 Talbot Street	LaSalle	ON	11/23/2006	11/23/2006	11/23/2006	1/31/2017	1/31/2017	Open	Bentall	None	None
Bower Place	\$ 149,680.00	4900 Molly Banister Dr.	Red Deer	AB	10/15/1984	11/2/1994	2/1/2005	1/31/2005	1/31/2015	Open	Bentall Kennedy (Canada) LP	None	None
Westshore Town Centre	\$ 113,736.00	2945 Jacklin Road	Victoria	BC	10/15/1992	2/1/2008	2/1/2008	1/31/2018	1/31/2018	Open	Bentall Kennedy (Canada) LP	None	None
Driftwood Mall	\$ 61,138.00	2751 Cliffe Avenue	Courtena	BC	4/14/1995	8/13/2004	2/1/2010	1/31/2010	1/31/2015	Open	Bentall Kennedy (Canada) LP	None	None
Tamarack Shopping Centre	\$ 79,016.00	1500 Cranbrook Street North	Cranbrook	BC	9/1/1982	1/10/2000	2/1/2012	1/31/2007	1/31/2017	Open	Bentall Kennedy (Canada) LP	None	None
Village Green Mall	\$ 106,169.00	4900-27th Street	Vernon	BC	9/1/1980	8/15/1993	2/1/2009	1/31/2004	1/31/2014	Open	Bentall Kennedy (Canada) LP	None	None
Willowbrook Shopping Centre	\$ 129,908.00	19705 Fraser Highway	Langley	BC	8/1/1984	3/23/2005	2/1/2010	1/31/2010	1/31/2015	Open	Bentall Kennedy (Canada) LP	None	None
Cloverdale Mall	\$ 60,630.00	250 The East Mall	Etobicoke	ON	12/6/2000	12/6/2006	3/1/2012	2/29/2012	2/28/2017	Open	Bentall Kennedy (Canada) LP	None	None
Bower Place	\$ 213,590.00	4900 Molly Banister Dr.	Red Deer	AB	8/3/2007	8/3/2007	8/3/2007	1/31/2018	1/31/2018	Open	Bentall Kennedy (Canada) LP	None	None
Bower Place	\$ 153,140.00	4900 Molly Banister Dr.	Red Deer	AB	5/13/1981	3/3/2002	2/1/2007	1/31/2007	1/31/2017	Open	Bentall Kennedy (Canada) LP	None	None
Driftwood Mall	\$ 46,900.00	2751 Cliffe Avenue	Courtena	BC	4/14/1995	10/1/2004	2/1/2010	1/31/2010	1/31/2015	Open	Bentall Kennedy (Canada) LP	None	None
Village Green Mall	\$ 60,494.00	4900-27th Street	Vernon	BC	12/1/1975	8/15/1993	2/1/2009	1/31/2004	1/31/2014	Open	Bentall Kennedy (Canada) LP	None	None
Willowbrook Shopping Centre	\$ 86,865.00	19705 Fraser Highway	Langley	BC	8/15/1993	3/23/2005	2/1/2010	1/31/2010	1/31/2015	Open	Bentall Kennedy (Canada) LP	None	None
Tamarack Shopping Centre	\$ 50,876.00	1500 Cranbrook Street North	Cranbrook	BC	6/8/1977	6/8/1992	2/1/2013	7/31/2002	1/31/2016	Open	Bentall Kennedy (Canada) LP	None	None
Sheridan Centre	GR 6%	2225 Erin Mills Parkway	Mississauga	ON	12/8/1995	12/8/1995	2/1/2006	1/31/2003	8/31/2013	MTM	Bentall Kennedy (Canada) LP	None	None
Bower Place	\$ 161,775.00	4900 Molly Banister Dr.	Red Deer	AB	5/13/1981	2/1/2009	2/1/2009	1/31/2014	1/31/2014	Open	Bentall Kennedy (Canada) LP	None	None
Willowbrook Shopping Centre	\$ 163,116.00	19705 Fraser Highway	Langley	BC	8/5/1987	9/1/1997	2/1/2008	1/31/2003	1/31/2018	Open	Bentall Kennedy (Canada) LP	None	None
West 4th Avenue	\$ 122,745.26	2127 West 4th Avenue	Vancouver	BC	3/1/2013	3/1/2013	3/1/2013	1/31/2018	1/31/2018	Open	Bonnis Properties W4 Inc.	None	None
Cherry Lane Centre	\$ 95,337.00	2111 Main Street	Penticton	BC	11/3/1995	5/16/2007	5/16/2007	2/28/2017	2/28/2017	Open	Boulbee Realty Ltd.	None	None
Cherry Lane Centre	\$ 79,650.00	2111 Main Street	Penticton	BC	11/3/1995	5/16/2007	5/16/2007	2/28/2017	2/28/2017	Open	Boulbee Realty Ltd.	None	None

Cherry Lane Centre	\$ 90,774.00	2111 Main Street	Penticton	BC	11/3/199	5/10/2007	5/10/2007	2/28/2017	2/28/20	17	Open		Boulbee Realty Ltd.	None	None
Champlain Place	\$ 146,568.0	477 Paul Street	Dieppe	NB	8/21/198	2/1/2011	2/1/2011	1/31/2021	1/31/20	21	Open		Cadillac	None	None
Fairview Park Mall	\$ 89,910.00	2960 Kingsway Drive	Kitchener	ON	8/6/2011	8/1/2011	8/1/2011	1/31/2021	1/31/20	21	Open		Cadillac	None	None
Masonville Place	\$ 199,576.0	1680 Richmond Street N.	London	ON	8/21/198	11/1/1997	2/1/2010	1/31/2005	1/31/20	15	Open		Cadillac	None	None
Polo Park	\$ 188,865.0	1485 Portage Avenue	Winnipeg	MB	3/11/200	3/1/2006	3/1/2006	1/31/2016	1/31/20	16	Open		Cadillac	None	None
Chinook Centre	\$ 290,795.0	6455 MacLeod Trail SW	Calgary	AB	4/23/201	4/23/2010	4/23/2010	1/31/2020	1/31/20	20	Open		Cadillac	None	None
Champlain Place	\$ 140,008.0	477 Paul Street	Dieppe	NB	7/28/199	2/1/2007	2/1/2007	1/31/2017	1/31/20	17	Open		Cadillac	None	None
Fairview Mall	\$ 213,840.0	1800 Sheppard Avenue East	North York	ON	5/4/2013	5/1/2013	5/1/2013	1/31/2023	1/31/20	23	Open		Cadillac	None	None
Fairview Park Mall	\$ 90,150.00	2960 Kingsway Drive	Kitchener	ON	8/6/2011	8/1/2011	8/1/2011	1/31/2021	1/31/20	21	Open		Cadillac	None	None
Lime Ridge Mall	\$ 228,600.0	999 Upper Wentworth St.	Hamilton	ON	8/31/201	9/1/2012	9/1/2012	1/31/2023	1/31/20	23	Open		Cadillac	None	None
Polo Park	\$ 234,455.0	1485 Portage Avenue	Winnipeg	MB	6/1/2012	6/1/2012	6/1/2012	1/31/2022	1/31/20	22	Open		Cadillac	None	None
Chinook Centre	\$ 240,695.0	6455 MacLeod Trail SW	Calgary	AB	6/1/1984	3/15/2009	3/15/2009	1/31/2019	1/31/20	19	Open		Cadillac	None	None
Calgary Market Mall	\$ 340,400.0	3625 Shaganappi Trail N.W.	Calgary	AB	8/11/200	8/11/2004	2/1/2010	1/31/2010	1/31/20	15	Open	1x5	Cadillac	None	None
Champlain Place	\$ 145,904.0	477 Paul Street	Dieppe	NB	8/21/198	2/1/2008	2/1/2008	1/31/2018	1/31/20	18	Open		Cadillac	None	None
Masonville Place	\$ 137,350.0	1680 Richmond Street N.	London	ON	8/21/198	2/1/2010	2/1/2010	1/31/2015	1/31/20	15	Open		Cadillac	None	None
Lime Ridge Mall	\$ 157,064.0	999 Upper Wentworth St.	Hamilton	ON	10/27/20	10/27/201	10/27/2012	1/31/2023	1/31/20	23	Open		Cadillac	None	None
Toronto-Dominion Centre	\$ 304,096.0	66 Wellington Street West	Toronto	ON	8/31/200	2/1/2009	2/1/2009	1/31/2014	1/31/20	14	Open		Cadillac	None	None
Polo Park	\$ 197,600.0	1485 Portage Avenue	Winnipeg	MB	5/31/201	5/31/2013	5/31/2013	1/31/2023	1/31/20	23	Open		Cadillac	None	None
Calgary Market Mall	\$ 140,875.0	3625 Shaganappi Trail N.W.	Calgary	AB	8/11/200	8/11/2004	2/1/2012	1/31/2010	1/31/20	15	Open		Cadillac	None	None

Masonville Place	\$ 226,800.00	1680 Richmond Street N.	London	ON	8/21/1985	2/1/2015	2/1/2015	1/31/2025	1/31/2025	Future	Cadillac	None	None
Masonville Place	\$ 184,000.00	1680 Richmond Street N.	London	ON	4/2/2015	4/2/2015	4/2/2015	1/31/2025	1/31/2025	Future	Cadillac	None	None
Queensborough Landing SC	\$ 109,080.00	805 Boyd Street	New Westminster	BC	8/1/2011	8/1/2011	8/1/2011	4/30/2015	4/30/2015	Open	Calloway	None	None
Oshawa South Power Centre	\$ 145,377.00	560 Laval Drive	Oshawa	ON	3/20/2008	2/1/2008	2/1/2008	1/31/2018	1/31/2018	Open	Calloway	None	None
Aurora East Power Centre	\$ 133,004.00	43 First Commerce Drive	Aurora	ON	4/3/2008	2/14/2008	2/14/2008	1/31/2018	1/31/2018	Open	Calloway	None	None
Queensborough Landing SC	\$ 111,732.00	805 Boyd Street	New Westminster	BC	5/8/2008	3/15/2008	3/15/2008	1/31/2018	1/31/2018	Open	Calloway	None	None
South Edmonton Common	\$ 107,030.00	1443 99th Street NW	Edmonton	AB	8/1/2011	8/1/2011	8/1/2011	4/1/2016	4/1/2016	Open	Cameron	None	None
South Edmonton Common	\$ 107,113.00	1443 99th Street NW	Edmonton	AB	5/13/2005	5/13/2005	5/13/2005	1/31/2015	1/31/2015	Open	Cameron	None	None
South Edmonton Common	\$ 107,298.00	1610 99th Street NW	Edmonton	AB	3/27/2009	3/27/2009	3/27/2009	1/31/2019	1/31/2019	Open	Cameron	None	None
Maple Park Shopping Centre	GR 5%	2222 Maple Drive	Quesnel	BC	8/5/1994	8/5/1994	2/1/2007	1/31/2005	8/31/2013	MTM	Canreal Management Corporation	None	None
Dartmouth Crossing	\$ 92,500.00	37 Logiealmond Close	Dartmouth	NS	11/4/201	7/25/2009	10/3/2011	7/31/2016	7/31/2016	Open	CentreCorp	None	None
Piccadilly Place Mall	MIR 6%	1151-10th Avenue S.W.	Salmon Arm	BC	7/20/199	7/20/1995	2/1/2013	1/31/2001	1/31/2012	Open	Colliers International	None	None
Estevan Shoppers Mall	GR 5/7%	400 King Street	Estevan	SK	9/17/1984	9/11/1989	2/1/2010	1/31/2001	1/31/2012	Open	Commerce Capital Inc.	None	None
Swift Current Mall	GR 8/10%	1 Springs Drive	Swift Current	SK	8/14/199	8/14/1990	2/1/2013	1/31/2001	1/31/2012	Open	CREIT	None	None
London North Power Centre	\$ 126,100.00	113 - 1965 Hyde Park Road	London	ON	11/16/2006	10/2/2006	10/2/2006	1/31/2017	1/31/2017	Open	CREIT Management LP	None	None
Avalon Mall	\$ 130,119.00	48 Kenmount Road	St. John's	NL	5/20/199	5/20/1997	3/1/2009	2/29/2004	2/28/2014	Open	Crombie	None	None
Avalon Mall	\$ 110,286.00	48 Kenmount Road	St. John's	NL	5/20/199	5/20/1997	3/1/2009	2/29/2004	2/28/2014	Open	Crombie	None	None
Avalon Mall	\$ 142,335.00	48 Kenmount Road	St. John's	NL	9/24/198	3/1/1999	9/1/2003	1/31/2004	1/31/2016	Open	Crombie	None	None
Seaway Mall	GR 6%	800 Niagara Street North	Welland	ON	5/5/1994	3/14/1994	2/1/2008	1/31/2004	1/31/2015	Open	Doral Holdings	None	None
Totem Mall	\$ 54,957.00	9600 - 93rd Avenue	Fort St. John	BC	8/26/200	8/26/2000	2/1/2011	1/31/2006	1/31/2017	Open	Edgecombe	None	None
Huntsville Place Mall	GR 12%	70 King William Street	Huntsville	ON	8/16/199	8/1/1996	2/1/2012	1/31/2007	1/31/2015	Open	Effort Trust	None	None

Milton Crossroads Shopping Centre	\$ 106,351.70	1250 Steeles Avenue E.	Milton	ON	10/17/2005	10/17/2000	10/17/2005	1/31/2016	1/31/2016	Open	First Gulf	None	None
Milton Crossroads Shopping Centre	\$ 94,836.25	1250 Steeles Avenue E.	Milton	ON	10/15/2005	10/15/2000	10/15/2005	1/31/2016	1/31/2016	Open	First Gulf	None	None
Ottawa Train Yards	\$ 119,496.00	100 Trainyards Drive	Ottawa	ON	10/28/2007	10/28/2000	10/28/2007	1/31/2018	1/31/2018	Open	Geoffrey L. Moore and Assoc. Ltd.	None	None
Ottawa Train Yards	\$ 114,036.00	100 Trainyards Drive	Ottawa	ON	10/30/2007	10/30/2000	10/30/2007	1/31/2018	1/31/2018	Open	Geoffrey L. Moore and Assoc. Ltd.	None	None
Boitiano Mall	GR 10%	850 Oliver Street	Williams Lake	BC	11/15/1996	1/1/1997	2/1/2008	1/31/2004	1/31/2004	Open	Grand Peak Capital Ltd.	None	None
Grasslands at Harbour Landing	\$ 101,310.70	4548 Gordon Road	Regina	SK	10/8/2010	10/22/2010	10/22/2010	1/31/2021	1/31/2021	Open	Harvard	None	None
Mayflower Mall	\$ 68,280.00	800 Grand Lake Road	Sydney	NS	11/15/2012	11/15/2012	11/15/2012	1/31/2018	1/31/2018	Open	High Peak Leasehold Limited	None	None
Mayflower Mall	\$ 104,286.00	800 Grand Lake Road	Sydney	NS	6/14/2007	6/14/2007	2/1/2013	1/31/2013	1/31/2013	Open	High Peak Leasehold Limited	None	None
Londonderry Mall	GR 15%	137 Avenue & 66th Street	Edmonton	AB	3/11/1994	3/15/1994	2/1/2013	1/31/2011	1/31/2011	Open	High Peak Leasehold Ltd.	None	None
Northgate Shopping Centre	\$ 52,624.00	1500 Fisher Street	North Bay	ON	4/21/2011	4/21/2011	4/21/2011	1/31/2016	1/31/2016	Open	HOOP	None	None
Centre Square Shopping Centre	GR 10%	5014 - 49th Street	Yellowknife	NT	8/14/2002	8/14/2002	2/1/2013	1/31/2010	1/31/2010	Open	HREIT	None	None
Mic Mac Mall	\$ 96,804.00	21 Micmac Blvd.	Dartmouth	NS	8/12/2005	8/12/2005	2/1/2011	1/31/2011	1/31/2011	Open	Ivanhoe Cambridge	None	None
Oshawa Centre	\$ 93,200.00	419 King Street W.	Oshawa	ON	6/24/2010	6/24/2010	6/24/2010	12/31/2013	12/31/2013	Open	Ivanhoe Cambridge	None	None
Quinte Mall	\$ 78,060.00	390 North Front Street	Belleville	ON	4/6/2012	4/7/2012	4/7/2012	1/31/2018	1/31/2018	Open	Ivanhoe Cambridge	None	None
Mapleview Centre	\$ 125,950.00	900 Maple Ave.	Burlington	ON	9/15/2012	9/15/2012	9/15/2012	1/31/2023	1/31/2023	Open	Ivanhoe Cambridge	None	None
CrossIron Mills	\$ 144,315.00	261055 CrossIron Blvd.	Rocky View	AB	8/2/2012	8/1/2012	8/1/2012	1/31/2023	1/31/2023	Open	Ivanhoe Cambridge	None	None
Woodgrove Centre	\$ 57,950.00	6631 Island Highway North	Nanaimo	BC	6/12/1981	5/1/2008	5/1/2008	1/31/2018	1/31/2018	Open	Ivanhoe Cambridge	None	None
Metropolis at Metrotown	\$ 151,860.00	4700 The Kingsway	Burnaby	BC	3/23/2006	3/1/2006	2/1/2011	1/31/2011	1/31/2011	Open	Ivanhoe Cambridge	None	None
Mic Mac Mall	\$ 110,808.00	21 Micmac Blvd.	Dartmouth	NS	8/16/2004	9/1/2004	2/1/2010	1/31/2010	1/31/2010	Open	Ivanhoe Cambridge	None	None
Mic Mac Mall	\$ 74,888.00	21 Micmac Blvd.	Dartmouth	NS	8/26/2004	9/13/2004	2/1/2010	1/31/2010	1/31/2010	Open	Ivanhoe Cambridge	None	None
Bayshore Shopping Centre	\$ 171,234.00	100 Bayshore Drive	Ottawa	ON	9/25/2009	9/25/2009	9/25/2009	1/31/2020	1/31/2020	Open	Ivanhoe Cambridge	None	None
Oshawa Centre	\$ 93,250.00	419 King Street W.	Oshawa	ON	3/50/2012	3/29/2012	3/29/2012	2/28/2014	2/28/2014	Open	Ivanhoe Cambridge	None	None

Dixie Outlet Mall	\$ 80,060.00	1250 South Service Road	Mississauga	ON	6/9/2012	6/1/2012	6/1/2012	1/31/2014	1/31/2014	Open	Ivanhoe Cambridge	None	None
Lynden Park Mall	\$ 95,184.00	84 Lynden Road	Brantford	ON	4/16/2009	4/14/2009	4/14/2009	1/31/2019	1/31/2019	Open	Ivanhoe Cambridge	None	None
Conestoga Mall	\$ 189,090.00	550 King Street North	Waterloo	ON	4/18/2008	8/5/2008	8/5/2008	1/31/2016	1/31/2016	Open	Ivanhoe Cambridge	None	None
Devonshire Mall	\$ 59,577.00	3100 Howard Avenue	Windsor	ON	6/4/1984	5/1/2002	2/1/2013	1/31/2003	1/31/2015	Open	Ivanhoe Cambridge	None	None
Kildonan Place	\$ 34,600.00	1555 Regent Avenue West	Winnipeg	MB	10/20/2005	10/15/2006	2/1/2011	1/31/2011	1/31/2016	Open	Ivanhoe Cambridge	None	None
Kildonan Place	\$ 87,976.00	1555 Regent Avenue West	Winnipeg	MB	9/24/1980	2/1/2007	2/1/2012	1/31/2012	1/31/2017	Open	Ivanhoe Cambridge	None	None
CrossIron Mills	\$ 162,110.00	261055 CrossIron Blvd.	Rocky View	AB	8/19/2009	8/19/2009	8/19/2009	1/31/2020	1/31/2020	Open	Ivanhoe Cambridge	None	None
Woodgrove Centre	\$ 88,200.00	6631 Island Highway North	Nanaimo	BC	8/12/2004	8/12/2004	2/1/2010	1/31/2010	1/31/2015	Open	Ivanhoe Cambridge	None	None
Mic Mac Mall	\$ 106,119.00	21 Micmac Blvd.	Dartmouth	NS	9/1/2005	9/1/2005	2/1/2011	1/31/2011	1/31/2016	Open	Ivanhoe Cambridge	None	None
Bayshore Shopping Centre	\$ 111,216.00	100 Bayshore Drive	Ottawa	ON	3/11/2005	3/11/2005	2/1/2010	1/31/2010	1/31/2015	Open	Ivanhoe Cambridge	None	None
Conestoga Mall	\$ 85,822.00	550 King Street North	Waterloo	ON	4/6/1995	10/15/2008	10/15/2008	1/31/2019	1/31/2019	Open	Ivanhoe Cambridge	None	None
Lynden Park Mall	\$ 39,134.00	84 Lynden Road	Brantford	ON	9/1/1974	8/18/2005	2/1/2012	1/31/2011	1/31/2018	Open	Ivanhoe Cambridge	None	None
Quinte Mall	\$ 240,732.00	390 North Front Street	Belleville	ON	8/15/1997	2/1/2013	2/1/2013	1/31/2023	1/31/2023	Open	Ivanhoe Cambridge	None	None
Oshawa Centre	\$ 135,833.00	419 King Street W.	Oshawa	ON	3/31/2012	3/31/2012	3/31/2012	1/31/2017	1/31/2017	Open	Ivanhoe Cambridge	None	None
Devonshire Mall	\$ 53,880.00	3100 Howard Avenue	Windsor	ON	5/18/2006	5/15/2006	5/15/2006	1/31/2012	1/31/2015	Open	Ivanhoe Cambridge	None	None
Mapleview Centre	\$ 66,834.00	900 Maple Ave.	Burlington	ON	8/18/2004	8/12/2004	2/1/2010	1/31/2010	1/31/2015	Open	Ivanhoe Cambridge	None	None
CrossIron Mills	\$ 156,191.00	261055 CrossIron Blvd.	Rocky View	AB	8/19/2009	8/19/2009	8/19/2009	1/31/2020	1/31/2020	Open	Ivanhoe Cambridge	None	None
Woodgrove Centre	\$ 105,633.00	6631 Island Highway North	Nanaimo	BC	9/8/1986	11/15/1999	2/1/2010	1/31/2004	1/31/2015	Open	Ivanhoe Cambridge	None	None
Kings Crossing	\$ 54,468.00	97 Dalton Ave.	Kingston	ON	11/4/2001	10/24/2008	10/3/2011	10/31/2008	10/31/2018	Open	Knighstone Capital Management Inc.	None	None
Skeena Mall	\$ 46,500.00	4741 Lakelse Avenue	Terrace	BC	11/22/2002	2/1/2013	2/1/2013	1/31/2018	1/31/2018	Open	Loon Properties (Skeena) Inc.	None	None
Skeena Mall	\$ 31,380.00	4741 Lakelse Avenue	Terrace	BC	11/16/1995	2/1/2013	2/1/2013	1/31/2018	1/31/2018	Open	Loon Properties (Skeena) Inc.	None	None
Emerald Hills Centre	\$ 85,332.00	5000 Emerald Hills Drive	Sherwood Park	AB	4/5/2013	4/5/2013	4/5/2013	1/31/2023	1/31/2023	Open	Morguard	None	None
Parkland Mall (AB)	\$ 36,211.00	4747-67th Street	Red Deer	AB	9/12/1992	2/1/2007	4/1/2012	1/31/2012	1/31/2017	Open	Morguard	None	None

Prairie Mall	\$ 208,100.0	11801 - 100 Street	Grande Prairie	AB	10/13/1990	6/6/2008	6/6/2008	1/31/2018	1/31/2018	Open	Morguard	None	None
Sevenshops Shopping Centre	\$ 136,998.0	32900 South Fraser Way	Abbotsford	BC	10/15/1980	6/22/1996	2/1/2011	5/31/2005	1/31/2016	Open	Morguard	None	None
Coquitlam Centre	\$ 136,920.0	2929 Barnet Highway	Coquitlam	BC	8/1/1983	3/31/2011	3/31/2011	1/31/2021	1/31/2021	Open	Morguard	None	None
Cottonwood Mall	\$ 100,980.0	45585 Luckakuck Way	Chilliwack	BC	10/1/1984	10/1/1984	2/1/2013	1/31/2005	1/31/2017	Open	Morguard	None	None
Bramalea City Centre	\$ 110,440.0	25 Peel Centre Drive	Brampton	ON	11/28/2002	11/28/2002	2/1/2013	1/31/2008	1/31/2023	Open	Morguard	None	None
Lawson Heights	\$ 109,104.0	134 Primrose Drive	Saskatoon	SK	10/22/1980	3/5/1999	2/1/2013	1/31/2004	1/31/2018	Open	Morguard	None	None
Emerald Hills Centre	\$ 85,841.00	5000 Emerald Hills Drive	Sherwood Park	AB	4/5/2013	4/5/2013	4/5/2013	1/31/2023	1/31/2023	Open	Morguard	None	None
Prairie Mall	\$ 178,520.0	11801 - 100 Street	Grande Prairie	AB	10/13/1990	3/27/2008	3/27/2008	1/31/2018	1/31/2018	Open	Morguard	None	None
Coquitlam Centre	\$ 92,960.00	2929 Barnet Highway	Coquitlam	BC	5/25/2013	5/25/2013	5/25/2013	1/31/2023	1/31/2023	Open	Morguard	None	None
Sevenshops Shopping Centre	\$ 98,810.00	32900 South Fraser Way	Abbotsford	BC	2/1/1976	2/5/1998	2/1/2010	1/31/2005	1/31/2015	Open	Morguard	None	None
Cottonwood Mall	\$ 81,536.00	45585 Luckakuck Way	Chilliwack	BC	8/1/1984	8/1/1993	3/1/2009	2/28/2004	2/28/2014	Open	Morguard	None	None
Bramalea City Centre	\$ 110,825.0	25 Peel Centre Drive	Brampton	ON	8/8/1998	8/1/2005	2/1/2011	1/31/2011	1/31/2016	Open	Morguard	None	None
Parkland Mall (AB)	\$ 21,126.00	4747-67th Street	Red Deer	AB	11/1/1998	2/1/2008	4/1/2012	1/31/2012	1/31/2017	Open	Morguard	None	None
Coquitlam Centre	\$ 119,875.0	2929 Barnet Highway	Coquitlam	BC	3/31/2011	3/31/2011	3/31/2011	1/31/2021	1/31/2021	Open	Morguard	None	None
Cottonwood Mall	GR 10%	45585 Luckakuck Way	Chilliwack	BC	2/23/2006	2/23/2006	2/1/2012	1/31/2011	1/31/2014	Open	Morguard	None	None
Sevenshops Shopping Centre	GR 10%	32900 South Fraser Way	Abbotsford	BC	2/1/1985	2/1/2008	2/1/2012	1/31/2011	1/31/2014	Open	Morguard	None	None
Cambridge Centre	GR 15%	355 Hespeler Road	Cambridge	ON	9/18/1996	12/1/2010	12/1/2010	1/31/2016	1/31/2015	Open	Morguard REIT	None	None
Brandon Shoppers Mall	\$ 130,520.0	1570 18th Street	Brandon	MB	10/31/2000	10/31/2000	10/31/2000	1/31/2011	1/31/2016	Open	Morguard REIT	None	None
Cambridge Centre	\$ 80,190.00	355 Hespeler Road	Cambridge	ON	9/18/1996	12/1/2010	12/1/2010	1/31/2016	1/31/2016	Open	Morguard REIT	None	None
St. Laurent Shopping Centre	\$ 100,584.0	1200 St. Laurent Blvd.	Ottawa	ON	8/11/1994	2/1/2009	2/1/2009	1/31/2019	1/31/2019	Open	Morguard REIT	None	None
Brandon Shoppers Mall	\$ 127,314.0	1570 18th Street	Brandon	MB	9/1/1983	2/1/2003	2/1/2013	1/31/2010	1/31/2023	Open	Morguard REIT	None	None

Centre At Circle And Eighth	\$ 126,730.00	3310 8th Street East	Saskatoon	SK	8/6/1986	2/1/2013	2/1/2013	1/31/2018	1/31/2018	1x5	Open	Morguard REIT	None	None
St. Laurent Shopping Centre	\$ 95,235.00	1200 St. Laurent Blvd.	Ottawa	ON	4/21/201	4/21/2011	4/21/2011	1/31/2021	1/31/2021		Open	Morguard REIT	None	None
Cambridge Centre	\$ 92,430.00	355 Hespeler Road	Cambridge	ON	9/18/199	12/1/2010	12/1/2010	1/31/2016	1/31/2016	1x5	Open	Morguard REIT	None	None
Brandon Shoppers Mall	\$ 103,356.00	1570 18th Street	Brandon	MB	11/12/19	2/1/2003	2/1/2013	1/31/2006	1/31/2006		Open	Morguard REIT	None	None
Haney Place Mall	GR 6%	11900 Haney Place	Maple Ridge	BC	8/12/199	8/12/1993	2/1/2004	1/31/2004	8/31/2004		MTM	Narland Properties	None	None
Victoria Square Mall	\$ 120,360.00	2223 Victoria Avenue E.	Regina	SK	8/4/1995	4/16/2009	4/16/2009	1/31/2019	1/31/2019		Open	Narland Properties	None	None
Duggan Mall	GR 4%5%6%	6601 - 48th Avenue	Camrose	AB	3/31/1994	3/31/1994	2/1/2010	1/31/2004	8/31/2004		MTM	Nilexx	None	None
Country Club Centre	GR 10%	3200 Island Hwy.	Nanaimo	BC	4/9/2004	4/9/2004	2/1/2013	1/31/2010	1/31/2010		Open	Northwest	None	None
Country Club Centre	GR 10%	3200 Island Hwy.	Nanaimo	BC	4/8/2004	4/8/2004	2/1/2013	1/31/2010	1/31/2010		Open	Northwest	None	None
Heartland Town Centre	\$ 126,224.00	5875 Rodeo Drive	Mississauga	ON	9/6/2011	9/6/2011	9/6/2011	12/2/2017	12/2/2017	1x5	Open	Orlando	None	None
Heartland Town Centre	\$ 171,104.00	5875 Rodeo Drive	Mississauga	ON	6/13/200	6/14/2003	2/1/2011	1/31/2011	1/31/2011		Open	Orlando	None	None
Heartland Town Centre	\$ 128,520.00	5875 Rodeo Drive	Mississauga	ON	12/2/200	10/1/2004	10/1/2004	8/1/2012	1/31/2012		Open	Orlando	None	None
Scarborough Town Centre	\$ 201,416.00	300 Borough Drive	Scarborough	ON	11/2/201	10/15/201	10/15/2012	1/31/2022	1/31/2022		Open	Oxford	None	None
Kingsway Mall	\$ 192,288.00	109 St. & Princess Elizabeth A	Edmonton	AB	3/3/1976	3/1/2006	2/1/2011	1/31/2011	1/31/2011		Open	Oxford	None	None
Square One Shopping Centre	\$ 199,160.00	100 City Centre Drive	Mississauga	ON	10/1/200	10/1/2005	10/1/2005	1/31/2011	1/31/2011		Open	Oxford	None	None
Scarborough Town Centre	\$ 196,625.00	300 Borough Drive	Scarborough	ON	4/1/2003	3/6/2003	4/1/2006	3/31/2006	1/31/2006		Open	Oxford	None	None
Upper Canada Mall	\$ 176,168.00	17600 Yonge Street	Newmarket	ON	10/1/197	2/9/2012	2/9/2012	2/28/2014	2/28/2014		Open	Oxford	None	None
Edmonton City Centre East	\$ 98,112.00	101 St. & 102 Ave.	Edmonton	AB	11/1/197	2/1/2010	2/1/2010	1/31/2020	1/31/2020		Open	Oxford	None	None
Southcentre Mall	\$ 172,422.00	100 Anderson Road S.E.	Calgary	AB	4/28/200	4/28/2005	2/1/2010	1/31/2010	1/31/2010		Open	Oxford	None	None
Kingsway Mall	\$ 171,600.00	109 St. & Princess Elizabeth A	Edmonton	AB	3/3/1976	3/1/2006	2/1/2011	1/31/2011	1/31/2011		Open	Oxford	None	None

Square One Shopping Centre	\$ 163,250.00	100 City Centre Drive	Mississauga	ON	3/18/2004	2/1/2009	1/31/2009	1/31/2019	Open		Oxford	None
Upper Canada Mall	\$ 179,109.00	17600 Yonge Street	Newmarket	ON	6/29/2012	6/30/2012	1/31/2022	1/31/2022	Open		Oxford	None
Edmonton City Centre East	\$ 112,672.00	101 St. & 102 Ave.	Edmonton	AB	10/19/2012	10/19/2012	1/31/2023	1/31/2023	Open		Oxford	None
Southcentre Mall	\$ 195,808.00	100 Anderson Road S.E.	Calgary	AB	6/9/1984	2/1/2011	1/31/2016	1/31/2016	Open		Oxford	None
Kingsway Mall	\$ 102,690.00	109 St. & Princess Elizabeth A	Edmonton	AB	11/20/2004	2/1/2010	1/31/2010	1/31/2015	Open		Oxford	None
The Village	GR 15%	430 Topsail Road	St. John's	NL	8/11/2002	2/1/2008	1/31/2001	1/31/2016	Open		Plazacorp	None
Bedford Commons Plaza	\$ 95,000.00	Phase II, 181 Damascus Road	Bedford	NS	11/15/2012	11/15/2012	1/31/2023	1/31/2023	Open		Plazacorp	None
The Village	\$ 48,000.00	430 Topsail Road	St. John's	NL	3/30/2013	3/30/2013	1/31/2018	1/31/2018	Open		Plazacorp	None
Town Centre Mall	GR 10%	7100 Alberni Street	Powell River	BC	8/9/1996	2/1/2012	1/31/2002	1/31/2014	Open		Powell River	None
Regent Mall	\$ 125,510.00	1381 Regent St.	Fredericton	NB	8/13/1999	8/15/2009	1/31/2020	1/31/2020	Open		Primaris Management Inc.	None
Medicine Hat Mall	\$ 137,025.00	3292 Dunmore Road South East	Medicine Hat	AB	8/4/1995	2/1/2009	1/31/2009	1/31/2014	Open		Primaris Management Inc.	None
Sherwood Park Mall	\$ 140,800.00	2020 Sherwood Drive	Sherwood Park	AB	3/4/2000	2/1/2012	1/31/2007	1/31/2022	Open		Primaris Management Inc.	None
St. Albert Centre	\$ 115,700.00	375 St. Albert Road	St. Albert	AB	4/23/1999	2/1/2011	1/31/2011	1/31/2016	Open		Primaris Management Inc.	None
Regent Mall	\$ 128,870.00	1381 Regent St.	Fredericton	NB	8/13/1999	8/15/2009	1/31/2020	1/31/2020	Open		Primaris Management Inc.	None
Medicine Hat Mall	\$ 83,720.00	3292 Dunmore Road South East	Medicine Hat	AB	10/17/1979	3/1/2010	2/28/2005	2/28/2015	Open		Primaris Management Inc.	None
Regent Mall	\$ 94,809.00	1381 Regent St.	Fredericton	NB	6/26/2000	2/1/2011	1/31/2016	1/31/2016	Open		Primaris Management Inc.	None
Medicine Hat Mall	\$ 92,437.00	3292 Dunmore Road South East	Medicine Hat	AB	9/1/1994	3/1/2010	2/28/2005	2/28/2015	Open		Primaris Management Inc.	None
Sherwood Park Mall	\$ 75,275.00	2020 Sherwood Drive	Sherwood Park	AB	11/5/1998	2/1/2009	1/31/2019	1/31/2024	Open		Primaris Management Inc.	None
St. Albert Centre	\$ 64,480.00	375 St. Albert Road	St. Albert	AB	1/25/1999	2/1/2011	1/31/2011	1/31/2016	Open		Primaris Management Inc.	None
Cataraqui Town Centre	\$ 96,200.00	945 Gardiners Road	Kingston	ON	2/1/4/1999	10/28/2011	1/31/2022	1/31/2022	Open		Primaris Retail REIT	None
Sunridge Mall	\$ 102,480.00	2525-36th Street North East	Calgary	AB	3/23/1999	8/4/2011	1/31/2022	1/31/2022	Open		Primaris Retail REIT	None

Park Place	\$ 181,516.0	501 - 1st Avenue S.	Lethbridge	AB	8/16/1994	4/1/2002	3/1/2009	2/28/2009	2/29/2016	Open	Primaris Retail REIT	None	None
Orchard Park	\$ 136,440.0	2271 Harvey Avenue	Kelowna	BC	9/1/1975	3/16/2009	3/16/2009	1/31/2019	1/31/2019	Open	Primaris Retail REIT	None	None
Cataraqui Town Centre	\$ 130,936.0	945 Gardiners Road	Kingston	ON	12/1/2007	12/16/2007	12/16/2007	1/31/2018	1/31/2018	Open	Primaris Retail REIT	None	None
Stone Road Mall	\$ 147,154.0	435 Stone Road West	Guelph	ON	3/18/2004	3/18/2004	2/1/2009	1/31/2009	1/31/2014	Open	Primaris Retail REIT	None	None
Cornwall Centre	\$ 120,978.0	2102-11th Avenue	Regina	SK	4/7/2011	4/1/2011	4/1/2011	1/31/2016	1/31/2016	Open	Primaris Retail REIT	None	None
Sunridge Mall	\$ 89,460.00	2525-36th Street North East	Calgary	AB	8/19/1981	11/29/2001	2/1/2011	1/31/2006	1/31/2021	Open	Primaris Retail REIT	None	None
Orchard Park	\$ 132,975.0	2271 Harvey Avenue	Kelowna	BC	4/19/1984	7/30/1998	2/1/2009	1/31/2004	1/31/2019	Open	Primaris Retail REIT	None	None
Place d'Orleans	\$ 86,184.00	110 Place d'Orleans Drive	Orleans	ON	3/1/1980	8/1/1993	2/1/2011	1/31/2004	1/31/2014	Open	Primaris Retail REIT	None	None
Stone Road Mall	\$ 146,655.0	435 Stone Road West	Guelph	ON	7/24/1998	4/9/1998	4/1/2008	1/31/2003	1/31/2018	Open	Primaris Retail REIT	None	None
Cataraqui Town Centre	\$ 76,525.00	945 Gardiners Road	Kingston	ON	8/3/2012	7/31/2012	7/31/2012	1/31/2023	1/31/2023	Open	Primaris Retail REIT	None	None
Cornwall Centre	\$ 116,382.0	2102-11th Avenue	Regina	SK	8/18/1991	1/1/2003	2/1/2010	1/31/2010	1/31/2018	Open	Primaris Retail REIT	None	None
Sunridge Mall	\$ 108,630.0	2525-36th Street North East	Calgary	AB	3/23/1996	3/23/1996	2/1/2011	1/31/2001	1/31/2021	Open	Primaris Retail REIT	None	None
Park Place	\$ 72,841.00	501 - 1st Avenue S.	Lethbridge	AB	4/20/2004	4/20/2004	2/1/2009	1/31/2009	1/31/2014	Open	Primaris Retail REIT	None	None
Orchard Park	\$ 125,560.0	2271 Harvey Avenue	Kelowna	BC	10/3/1982	11/1/1992	2/1/2010	1/31/2003	1/31/2015	Open	Primaris Retail REIT	None	None
Arthur Street Market Place	GR 10%	1101 West Arthur Street	Thunder Bay	ON	3/1/1984	3/1/1989	2/1/2009	2/29/2000	8/31/2013	MTM	Prime Site Properties Inc.	None	None
L'Esplanade Laurier	GR 15/12%	171-181 Bank Street	Ottawa	ON	5/1/1983	2/1/1995	3/1/2010	1/31/2000	2/29/2020	Open	Public Works and Gov. Services Canada	None	None
Timmins Square	\$ 101,640.0	1500 Riverside Drive	Timmins	ON	6/1/1992	10/4/1999	2/1/2009	1/31/2004	1/31/2014	Open	RioCan	None	None
Georgian Mall	\$ 117,744.0	509 Bayfield St.	Barrie	ON	5/8/1985	2/1/2010	2/1/2010	1/31/2012	1/31/2015	Open	RioCan	None	None
Grandview Corners	\$ 108,486.0	2433 161A Street	Surrey	BC	8/3/2001	10/29/2008	8/1/2011	10/28/2005	10/28/2015	Open	RioCan	None	None
Georgian Mall	\$ 165,600.0	509 Bayfield St.	Barrie	ON	3/17/1994	2/1/2006	2/1/2006	1/31/2016	1/31/2016	Open	RioCan	None	None

Burlington Mall	\$ 114,552.00	777 Guelph Line	Burlington	ON	5/19/2006	5/15/2006	1/31/2017	1/31/2017	Open	RioCan	None	None
Hamilton SE Power Centre	\$ 116,541.00	2180 Rymal Road	Hamilton	ON	7/19/2007	6/1/2007	1/31/2018	1/31/2018	Open	RioCan	None	None
Garden City Shopping Centre	GR 8% + \$ 109,008.00	2305 McPhillips Street	Winnipeg	MB	8/1/1980	2/1/2007	1/31/2010	1/31/2010	Open	RioCan	None	None
South Trail Crossing	\$ 109,008.00	4307 - 130 Ave. S. W.	Calgary	AB	9/11/2008	8/29/2008	1/31/2019	1/31/2019	Open	RioCan	None	None
Mayfield Common	\$ 90,000.00	144 Mayfield Common	Edmonton	AB	4/28/2005	4/28/2005	1/31/2015	1/31/2015	Open	RioCan	None	None
Burlington Mall	\$ 140,998.00	777 Guelph Line	Burlington	ON	4/4/1993	8/24/2006	1/31/2017	1/31/2017	Open	RioCan	None	None
Georgian Mall	\$ 87,210.00	509 Bayfield St.	Barrie	ON	9/24/1979	8/23/2006	1/31/2012	1/31/2012	Open	RioCan	None	None
Parkland Mall	GR 12/10%	277 Broadway St. E.	Yorkton	SK	8/5/1987	8/21/1998	1/31/2004	1/31/2004	Open	RioCan REIT	None	None
Charlottetown Mall	\$ 115,345.00	670 University Avenue	Charlottetown	PE	6/12/2012	6/1/2012	1/31/2023	1/31/2023	Open	RioCan REIT	None	None
RioCan Durham Centre 1	\$ 99,480.00	40 Kingston Road East	Ajax	ON	4/6/2013	4/6/2013	1/31/2023	1/31/2023	Open	RioCan REIT	None	None
Parkland Mall	\$ 53,200.00	277 Broadway St. E.	Yorkton	SK	10/7/1976	11/1/1991	2/28/2002	2/28/2002	Open	RioCan REIT	None	None
Signal Hill	\$ 160,854.00	5518 Signal Hill Centre SW	Calgary	AB	6/22/2012	6/22/2012	1/31/2023	1/31/2023	Open	RioCan REIT	None	None
Beacon Hill Shopping Centre	\$ 105,248.00	11820 Sarscoe Trail NW	Calgary	AB	4/15/2010	4/15/2010	1/31/2020	1/31/2020	Open	RioCan REIT	None	None
Parkland Mall	GR 10%	277 Broadway St. E.	Yorkton	SK	8/5/1987	8/21/1998	1/31/2004	1/31/2004	Open	RioCan REIT	None	None
Brentwood Mall	\$ 83,040.00	4567 Lougheed Highway	Burnaby	BC	3/1/1984	2/1/2008	1/31/2018	1/31/2018	Open	Shape Property Mgmt Corp.	None	None
Lougheed Mall	GR 8%	9855 Austin Avenue	Burnaby	BC	8/17/2001	8/1/2001	1/31/2009	8/31/2009	MTM	Shape Property Mgmt Corp.	None	None
Westmorland Shopping Centre	\$ 76,032.00	70 Consumers Drive	Saint John	NB	6/9/2006	4/24/2006	1/31/2016	1/31/2016	Open	SmartCentres	None	None
Halifax Bayers Lake Centre	\$ 124,774.00	202 Chain Lake Drive	Halifax	NS	11/16/2012	10/15/2012	1/31/2023	1/31/2023	Open	SmartCentres	None	None
Etobicoke Power Centre	\$ 165,858.00	171 North Queen Street	Etobicoke	ON	12/5/2008	11/1/2008	1/31/2019	1/31/2019	Open	SmartCentres	None	None
Burlington North Power Centre	\$ 131,546.00	4517 Dundas Street	Burlington	ON	10/15/2009	9/1/2009	1/31/2020	1/31/2020	Open	SmartCentres	None	None
Innes Rd & Mer Bleue Power Centre	\$ 123,970.00	2006 Mer Bleue Road	Orleans	ON	2/29/2008	1/16/2008	1/31/2018	1/31/2018	Open	SmartCentres	None	None

Guelph Power Centre	\$ 121,368.00	49 Woodlawn Road West	Guelph	ON	10/29/2011	8/31/2011	8/31/2011	1/31/2022	1/31/2022	Open	SmartCentres	None	None
Bolton Power Centre	\$ 100,188.00	50 McEwan Drive E.	Bolton	ON	11/21/2008	10/1/2008	10/1/2008	1/31/2019	1/31/2019	Open	SmartCentres	None	None
Kenaston Power Centre	\$ 115,170.00	1569 Kenaston Blvd.	Winnipeg	MB	10/10/2003	9/2/2003	9/2/2003	1/31/2014	1/31/2014	Open	SmartCentres	None	None
Edmonton NE Power Centre	\$ 91,371.00	13838 40th Street NW	Edmonton	AB	7/15/2010	6/1/2010	6/1/2010	1/31/2021	1/31/2021	Open	SmartCentres	None	None
SmartCentres Scarborough	\$ 154,428.00	1900 Eglinton Avenue East	Scarborough	ON	11/16/2012	10/15/2012	10/15/2012	1/31/2023	1/31/2023	Open	SmartCentres	None	None
Westland Market Mall	\$ 169,700.00	70 McLeod Avenue	Spruce Grove	AB	8/23/1991	8/15/1991	6/1/2009	1/31/2002	1/31/2019	Open	Strathallen	None	None
Peter Pond Shopping Centre	\$ 236,676.00	9713 Hardin Street	Fort McMurray	AB	7/28/1994	2/1/2008	2/1/2008	1/31/2018	1/31/2018	Open	T&T Properties	None	None
Downtown Oakville	\$ 136,000.00	225 Lakeshore Road East	Oakville	ON	3/17/1988	2/6/1988	2/1/2008	1/31/2003	1/31/2018	Open	Taz Bros	None	None
Frontier Mall	GR 12%	11429 Railway Street East	N. Battleford	SK	2/1/1982	8/1/1992	2/1/2011	1/31/2003	1/31/2016	Open	Terracap	None	None
White Oaks Mall	\$ 109,688.00	1105 Wellington Road South	London	ON	10/15/1983	4/28/2011	4/28/2011	1/31/2021	1/31/2021	Open	Triovest	None	None
New Sudbury Centre	\$ 137,445.00	1349 Lasalle Blvd	Sudbury	ON	3/1/1976	2/1/2012	2/1/2012	1/31/2022	1/31/2022	Open	Triovest	None	None
Intercity Shopping Centre	\$ 94,710.00	1000 Fort William Road	Thunder Bay	ON	10/20/1982	4/28/2012	4/28/2012	1/31/2017	1/31/2017	Open	Triovest	None	None
Northgate Mall	\$ 45,024.00	489 Albert Street North	Regina	SK	7/1/1980	10/5/1998	2/1/2010	1/31/2004	1/31/2015	Open	Triovest	None	None
Gateway Mall	GR 15%	1403 Central Avenue	Prince Albert	SK	10/14/1981	3/1/1992	2/1/2013	2/28/2002	1/31/2016	Open	Triovest	None	None
Lloyd Mall	\$ 160,718.00	521 144th Street	Lloydminster	AB	7/29/1996	4/1/2002	2/1/2007	1/31/2007	1/31/2022	Open	Triovest	None	None
Hillside Centre	\$ 114,700.00	1644 Hillside Avenue	Victoria	BC	6/28/2013	6/28/2013	6/28/2013	1/31/2024	1/31/2024	Open	Triovest	None	None
Pine Centre Mall	\$ 125,408.00	3053 Massey Drive	Prince George	BC	7/1/1984	3/29/2013	3/29/2013	1/31/2023	1/31/2023	Open	Triovest	None	None
Sportsworld Crossing	\$ 77,990.00	50 Sportsworld Crossing Rd	Kitchener	ON	11/5/2011	10/3/2011	10/3/2011	10/31/2018	10/31/2018	Open	Triovest	None	None
Intercity Shopping Centre	\$ 94,410.00	1000 Fort William Road	Thunder Bay	ON	10/20/1982	4/28/2012	4/28/2012	1/31/2017	1/31/2017	Open	Triovest	None	None
The Centre on Barton	\$ 85,890.00	1223 Barton Street East	Hamilton	ON	10/14/2011	10/15/2011	10/15/2011	1/31/2022	1/31/2022	Open	Triovest	None	None
White Oaks Mall	\$ 105,390.00	1105 Wellington Road South	London	ON	10/15/1983	4/28/2011	4/28/2011	1/31/2021	1/31/2021	Open	Triovest	None	None

Pembroke Mall	\$ 150,875.00	1100 Pembroke Street East	Pembroke	ON	9/23/1999	9/23/1999	2/1/2011	1/31/2006	1/31/2016	Open		Triovest	None	None
New Sudbury Centre	\$ 100,050.00	1349 Lasalle Blvd	Sudbury	ON	4/24/1997	4/1/1998	4/1/1998	1/31/2005	1/31/2021	Open		Triovest	None	None
Northgate Mall	\$ 85,708.00	489 Albert Street North	Regina	SK	9/1/1977	8/12/1998	2/1/2010	1/31/2004	1/31/2015	Open		Triovest	None	None
Gateway Mall	GR 1.5%	1403 Central Avenue	Prince Albert	SK	4/21/1982	3/1/1992	2/1/2013	3/31/2006	1/31/2016	Open		Triovest	None	None
Lloyd Mall	\$ 117,744.00	5211-44th Street	Lloydminster	AB	9/1/1984	5/1/2000	2/1/2010	1/31/2005	1/31/2015	Open		Triovest	None	None
Pine Centre Mall	\$ 76,360.00	3055 Massey Drive	Prince George	BC	4/9/2010	4/9/2010	4/9/2010	1/31/2016	1/31/2016	Open	1x5	Triovest	None	None
Hillside Centre	\$ 90,330.00	1644 Hillside Avenue	Victoria	BC	3/3/2005	3/1/2005	3/1/2010	2/28/2010	2/28/2015	Open		Triovest	None	None
New Sudbury Centre	\$ 130,480.00	1349 Lasalle Blvd	Sudbury	ON	3/1/1976	2/1/2006	2/1/2011	1/31/2011	1/31/2016	Open		Triovest	None	None
White Oaks Mall	\$ 135,210.00	1105 Wellington Road South	London	ON	8/10/1999	8/1/1994	2/1/2010	1/31/2005	1/31/2015	Open		Triovest	None	None
Corwall Square	\$ 65,538.00	1 Water Street East	Corwall	ON	10/3/1979	4/15/1993	2/1/2009	1/31/2003	1/31/2014	Open		Triovest	None	None
Market Mall	\$ 98,379.00	2325 Preston Avenue	Saskatoon	SK	9/1/1981	2/1/2001	2/1/2010	1/31/2006	1/31/2015	Open		Triovest	None	None
Lloyd Mall	\$ 85,068.00	5211-44th Street	Lloydminster	AB	2/1/2000	2/1/2005	2/1/2010	1/31/2010	1/31/2015	Open		Triovest	None	None
Hillside Centre	\$ 101,802.00	1644 Hillside Avenue	Victoria	BC	10/27/2005	10/27/2005	2/1/2011	1/31/2011	1/31/2016	Open		Triovest	None	None
Boardwalk at Ira Needles	\$ 103,707.00	210 The Boardwalk	Kitchener	ON	8/25/2012	7/2/2012	7/2/2012	1/31/2023	1/31/2023	Open		Voisin	None	None
Sunrise Shopping Centre	\$ 107,052.00	1400 Ottawa Street South	Kitchener	ON	3/26/2000	4/1/2005	4/1/2005	1/31/2015	1/31/2015	Open		Voisin	None	None
Sunrise Shopping Centre	\$ 106,942.00	1400 Ottawa Street South	Kitchener	ON	3/9/2000	4/1/2005	4/1/2005	1/31/2015	1/31/2015	Open		Voisin	None	None
West Edmonton Mall	\$ 105,780.00	8882-170 Street	Edmonton	AB	3/28/2000	3/7/2002	2/1/2011	1/31/2009	1/31/2024	Open		West Ed Prop	None	None
West Edmonton Mall	\$ 443,600.00	8882-170 Street	Edmonton	AB	8/7/1983	3/1/2009	3/1/2009	2/28/2019	2/28/2019	Open		West Ed Prop	None	None
West Edmonton Mall	\$ 546,080.00	8882-170 Street	Edmonton	AB	2/7/1987	8/10/1992	3/1/2010	2/28/2003	2/28/2019	Open		West Ed Prop	None	None
West Edmonton Mall	\$ 156,105.00	8882-170 Street	Edmonton	AB	2/7/1987	3/1/2009	3/1/2009	1/31/2019	1/31/2019	Open		West Ed Prop	None	None

Tricity Mall	\$ 103,344.00	6503 51st Street	Cold Lake	AB	4/16/1997	3/1/2007	2/29/2012	2/28/2012	2x5	Open	West Horizon	None	None
Corner Brook Plaza	\$ 73,600.00	44 Maple Valley Road	Corner Brook	NL	2/25/1999	2/1/2010	1/31/2001	1/31/2020		Open	Westcliff	None	None
Corner Brook Plaza	\$ 71,200.00	44 Maple Valley Road	Corner Brook	NL	5/16/1999	2/1/2003	1/31/2008	1/31/2018		Open	Westcliff	None	None
Lindsay Square	GR 12%	401 Kent Street West	Lindsay	ON	4/16/1999	2/1/2012	1/31/2007	1/31/2014		Open	Westcliff	None	None
Corner Brook Plaza	\$ 56,900.00	44 Maple Valley Road	Corner Brook	NL	11/13/2009	2/1/2013	1/31/2012	1/31/2018		Open	Westcliff	None	None
SmartCentres Oakville	\$ 87,500.00	## Oak Park Boulevard	Oakville	ON	10/26/2013	10/26/2013	1/31/2024	1/31/2024		Future	SmartCentres	None	None
Oshawa North 1 Power Centre	\$ 108,000.00	1471 Harmony Road North	Oshawa	ON	3/1/2014	3/1/2014	1/31/2023	1/31/2023		Future	SmartCentres	None	None
Markville Shopping Centre	\$ 165,000.00	5000 Highway 7 East	Markham	ON	10/1/2013	10/1/2013	1/31/2023	1/31/2023		Future	Cadillac	None	None
SmartCentres Oakville	\$ 87,500.00	## Oak Park Boulevard	Oakville	ON	10/26/2013	10/26/2013	1/31/2024	1/31/2024		Future	SmartCentres	None	None
RioCan Green Lane Centre	\$ 121,890.00	18170 YONGE STREET, RR#1	Newmarket	ON	5/31/2014	5/31/2014	1/31/2024	1/31/2024		Future	RioCan	None	None
Guildford Town Centre	\$ 178,200.00	10355 152 Street	Surrey	BC	8/28/2013	8/28/2013	1/31/2024	1/31/2024		Future	Ivanhoe Cambridge	None	None
Guildford Town Centre	\$ 158,340.00	10355 152 Street	Surrey	BC	8/28/2013	8/28/2013	1/31/2024	1/31/2024		Future	Ivanhoe Cambridge	None	None
Capilano SmartCentres	\$ 87,500.00	5004-98th Avenue	Edmonton	AB	5/15/2014	5/15/2014	1/31/2024	1/31/2024		Future	Calloway REIT	None	None

Schedule 6.01(q)
[Intentionally Omitted]

Schedule 6.01(r)

Environmental Matters

Nil.

Schedule 6.01(s)

Insurance

Summary of Policies (in Cdn\$)

Type	Insurer	Coverage Allowance*	Expiration Date	Net Premium	Taxes	Total
Property / B&M	Affiliated FM Insurance Company	\$100M limit of loss	March 1, 2014	123,808.00	4,277.84	128,085.84
Commercial General Liability	Aviva Insurance Company of Canada	\$2M each occurrence, \$2M products and completed operations aggregate, \$5M general aggregate per location	March 1, 2014	46,745.00	1,404.92	48,149.92
Umbrella Liability - Primary	Aviva Insurance Company of Canada	\$10M each occurrence, \$10M policy period aggregate	March 1, 2014	7,490.00	225.11	7,715.11
Umbrella Liability – Excess	Elliot Special Risks LP (Lloyds Underwriters)	\$10M each occurrence, \$10M policy period aggregate	March 1, 2014	7,650.00	229.92	7,879.92
Executive Risk Pkg. Policy: D&O, EPL, Fiduciary	Chubb Insurance Company of Canada	\$10M policy period aggregate – D&O \$10M limit; Employment Practices \$3M limit; Fiduciary Liability \$1M	March 1, 2014	28,500.00	856.56	29,356.56
Kidnap & Ransom	Chubb Insurance Company of Canada	\$1M each loss, \$250K mutilation, \$1M all other accidental loss	March 1, 2014	1,275.00	38.32	1,313.32
Crime	Chubb Insurance Company of Canada	\$1M each occurrence	March 1, 2014	7,500.00	266.91	7,766.91

Automobile	Aviva Insurance Company of Canada	\$2M third party liability (all provinces except BC), \$1.8M third party liability (BC & Manitoba only)	March 1, 2014	38,205.00		38,205.00
Marine Cargo	Northbridge General Insurance Corporation (AVEC Insurance Managers Inc.)	\$1.5M any one conveyance	March 1, 2014	17,500.00		17,500.00

Schedule 6.01(v)(i)

Bank Accounts

BANK	TYPE OF ACCOUNT	BRANCH/ TRANSIT #	ACCOUNT W#	ADDRESS
The Toronto-Dominion Bank	Deposit Account	1275	0646-0502662	Mississauga Centre 20 Milverton Drive Mississauga, Ontario L5R3G2 Tel 1-800-975-3387
The Toronto-Dominion Bank	Returned Items Account	1275	06-16-0502824	same as above
The Toronto-Dominion Bank	Current acct for Visa Mastercard & Debit card	1275	0646-0502786	same as above
The Toronto-Dominion Bank	US Deposit Account	1275	0646-7330056	same as above
The Toronto-Dominion Bank	CDN Disbursements Account Sundry Accounts Payable	1275	0646-0502743	same as above
The Toronto-Dominion Bank	Payroll Account	1275	0646-0314793	same as above
The Toronto-Dominion Bank	Current account - Mirror	1275	0646-0503022	same as above
The Toronto-Dominion Bank	Confidential Account	1275	0646-0399527	same as above
The Toronto-Dominion Bank	Money Market Account	1275	0646-5235784	same, as above
Canadian Imperial Bank of Commerce	Deposit Account	00062	26-18818	1 King Street West, 3rd Floor Hamilton, ON L8P 1A4
Royal Bank of Canada	Deposit Account	00002	110-527-9	20 King Street West- Main Floor Toronto, ON M5H 1C4
The Bank of Nova Scotia	Deposit Account	80002	05804-14	44 King Street West Toronto, ON M5H- 1H1
Bank of Montreal	Deposit Account	0002	1263-870	First Canadian Place P.O.Box 3 B2 Level Toronto, ON M5X 1A3

BANK	TYPE OF ACCOUNT	BRANCH/ TRANSIT #	ACCOUNT W#	ADDRESS
Alberta Treasury	Deposit Account	08189-219	1104101	ATB Financial Cold Lake 6501 51 Street Cold Lake, Alberta T9M 1C8

Schedule 6.01(v)(ii)**Credit Card Processors and Credit Card Issuers**

1. Corporate Merchant Services Agreement, dated October 1, 2011, by and between Comark Inc. and The Toronto-Dominion Bank (covering Visa, Mastercard and Interac Direct Payment processing), as amended by the First Amending Agreement to the Merchant Services Agreement, dated as of April 1, 2013.
2. Agreement dated August 22, 2012 by and between Comark Inc. and Beanstream Internet Commerce Inc. (covering Interac Online payment processing)
3. Pursuant to a supporting agreement, the Company accepts American Express cards as a form of payment in its retail stores.

Schedule 6.01(w)

Intellectual PropertyRegistered Corporate Names: COMARK INC.Domain Names:

bootlegger-email.com
 bootlegger.ca
 bootleggergiftcards.com
 bootleggershop.com
 brodyjeans.com
 cleo.ca
 cleogiftcards.com
 comark.ca
 Comarktraining.ca
 generationb.ca
 jeaneology.ca
 mybootlegger.ca
 mybootlegger.com
 revolutionbyrickis.com
 rickis.com
 rickisexpecting.com
 rickisgiftcards.com
 rickissurvey.com
 shopcleo.ca
 Bootlegger.com
 Rickis.ca
 brodyjeans.net
 comarkaim.com

World Wide Website Names and Addresses:

www.bootlegger.com
 www.cleo.ca
 www.rickis.com
 www.comark.ca
 www.comark.ca

Copyrights:

Nil.

Patents:

Nil.

Trademarks:

Trademark	Status	App. No.	Owner
1) 71	Registered TMA665604	1259093	COMARK INC.
2) 27639	Registered TMA666422	1261445	COMARK INC.
3) ACCESSORY PLACE	Registered TMA438380	0730926	COMARK INC.
4) BOOTLEGGER	Registered TMA261525	0433200	COMARK INC.
5) BOOTLEGGER JEANEOLOGIST	Registered TMA704379	1335425	COMARK INC.
6) BOOTLEGGER SPEAKEASY	Allowed Application TMA851665	1482494	COMARK INC.
7) BRODY & DESIGN	Registered TMA370626	0617092	COMARK INC.
8) CAKE	Registered TMA669698	1271840	COMARK INC.
9) CAPE COMFORT CLOTHING COMPANY	Registered TMA386723	0610782	COMARK INC., OPERATING THROUGH ITS BOOTLEGGER DIVISION
10) CLEO	Registered TMA466193	0780499	COMARK INC.
11) CLEO EASY CASUAL STYLE & DESIGN	Registered TMA529884	0880395	COMARK INC.
12) CLEO JUST RIGHT (This mark is now registered)	Registered TMA645080	1222717	COMARK INC.
13) CLEO PETITES (This mark is now registered)	Registered TMA644065	1204240	COMARK INC.
14) CLOTHES LINE	Registered TMA304680	0531638	COMARK INC.
15) COMARK	Registered TMA275702	0485783	COMARK INC.
16) COMARK LOGO DESIGN (Officially Called the LINKS Design)	Registered TMA313136	0538511	COMARK INC.
17) CONTROL YOURSELF	Registered TMA699173	1326606	COMARK INC.
18) D'ALLAIRD	Registered TMA567563	1077093	COMARK INC.
19) D'ALLAIRD'S	Registered TMA247650	0438106	COMARK INC.
20) D'ALLAIRD'S	Registered TMA192287	0358028	COMARK INC.
21) D'ALLAIRD'S & DESIGN	Registered TMA192286	0358027	COMARK INC.
22) DISTILLERY APPAREL (This mark is now registered)	Registered TMA810070	1477332	COMARK INC.
23) DOCKSIDE ADVENTURE WEAR & DESIGN (Typo in Mark has been corrected)	Registered TMA366674	0575379	COMARK INC.
24) EASY CASUAL STYLE CLEO & DESIGN	Registered TMA521826	0880394	COMARK INC.
25) FASHION THAT WORKS	Registered TMA765495	1427491	COMARK INC.

Trademark	Status	App. No.	Owner
26) FIND YOUR FIT	Registered TMA635952	1228695	COMARK INC.
27) IRENE HILL & DESIGN	Registered TMA258825	0459470	COMARK INC.
28) JUST PETITES & DESIGN	Registered TMA278989	0480241	COMARK INC.
29) KISMET	Registered TMA665739	1261296	COMARK INC.
30) MANNEQUIN	Registered TMA311768	0538701	COMARK INC.
31) NATURAL RESOURCES	Registered TMA399169	0672939	COMARK INC.
32) OAKLAND	Registered TMA441452	0738258	COMARK INC.
33) OAKLAND & DESIGN	Registered TMA438917	0647509	COMARK INC.
34) OFF BROADWAY	Registered TMA275003	0482598	COMARK INC.
35) PELICAN COVE	Registered TMA387234	0632895	COMARK INC.
36) PETITS & DESIGN	Registered TMA275641	0459609	COMARK INC.
37) R.W.BRODY & SONS	Registered TMA313332	0537590	COMARK INC.
38) R.W. BRODY & SONS & DESIGN	Registered TMA313331	0537589	COMARK INC.
39) REVOLUTION BY RICKI'S DESIGN	Registered TMA753772	1406750	COMARK INC.
40) R/DESIGN (not yet registered, the application has been filed)		1569023	COMARK INC.
41) RICKI'S	Registered TMA270962	0478974	COMARK INC.
42) RICKI'S & DESIGN	Registered TMA278268	0478975	COMARK INC.
43) RIZER	Registered TMA435623	0717871	COMARK INC.
44) ROBINSON'S	Registered TMA406013	0653562	COMARK INC.
45) SEAFARER	Registered TMA216014	0355055	COMARK INC.
46) SEAFARER & ANCHOR DESIGN	Registered TMA416473	0710817	COMARK INC.
47) TEMPERANCE (This mark is now registered)	Registered TMA823984	1482493	COMARK INC.
48) THE ORIGINAL WATER STREET CLOTHING CO. & DESIGN	Registered TMA523615 (We corrected an error in the serial number)	0841705	COMARK INC.
49) THE ORIGINAL WATER STREET CLOTHING CO. & FIRE TRUCK DESIGN	Registered TMA523614	0841704	COMARK INC.
50) THE ORIGINAL WATER STREET CLOTHING COMPANY	Registered TMA523671 (We corrected an error in the serial number)	0836965	COMARK INC.
51) THE WATER STREET CLOTHING COMPANY	Registered TMA523670	0836966	COMARK INC.
52) WORKWEAR ESSENTIALS	Registered TMA 833028	1536177	COMARK INC.
53) SOLO VOYCE & DESIGN	TMA494616	0785696	COMARK INC.

Schedule 6.01(x)

Material Contracts

1. Courier Services Pricing Agreement, dated February 18, 2011, by and between Comark Inc. and Purolator Courier Ltd., together with related agreements between the parties.
2. Agreement Number 40843085, dated December 21, 2011, by and between Comark Inc. and Canada Post Corporation.
3. Offshore Program, dated March 21, 2007, by and between Comark Inc. and CRSA Logistics Ltd.
4. Inland Service Agreement, effective June 1, 2009, by and between Comark Inc. and Ryder CRSA Logistics.
5. Agreement, dated August 31, 2007, by and between Comark Inc. and UPS Canada Ltd.
6. Amended and Restated Outsourcing Services Agreement, dated March 1, 2012, by and between Comark Inc. and CGI Information Systems and Management Consultants Inc.
7. Email Marketing Services Pricing Term Sheet, dated May 28, 2012, by and between Comark Inc. and Inbox Marketer Inc.
8. Renewal and Amending Agreement, dated as of June 7, 2013, to the Manage Application Support Program Agreement, dated as of April 28, 2010, as amended on June 13, 2011, and as further amended on May 29, 2012, by and between Comark Inc. and Momentum Advanced Solutions, a division of OnX Enterprise Solutions Inc.
9. Master Communications Agreement – Non Tariffed (Retail), effective January 7, 2009, as extended by the Internet Protocol Virtual Private Network (IP VPN) Service Schedule to Master Communications Agreement - Non-Tariffed, dated as of March 22, 2013, and Master Communications Agreement - Tariffed (Retail), effective January 7, 2009, by and between Comark Inc. and Bell Canada, together with related agreements between the parties.
10. Master Agreement for the Supply of Equipment and Services, dated December 5, 2008, by and between Comark Inc. and Fujitsu Transaction Solutions Canada Inc., together with related agreements between the parties.
11. Advisory Fee Agreement, dated February, 2005, by and between Comark Inc. and Project Connecticut, L.P.
12. Staples Advantage Master Purchasing Agreement, effective January 1, 2012, by and between Karp Reilly, LLC and Staples Contract and Commercial, Inc.

13. Amendment to Total Document Solutions Agreement, dated as of July 31, 2012, to that certain Total Document Solutions Agreement, dated September 14, 2009, by and between Comark Inc. and Xerox Canada Ltd.
14. Buying Agency Agreement, dated January 8, 2009, by and between Comark Inc. and Contempo (Macao Commercial Offshore) Company Limited (revised Agreement negotiated with Contempo Limited effective January 1, 2013).
15. Master Subscription and Services Agreement, dated March 28, 2013, by and between Comark Inc. and Demandware, Inc.
16. Software Implementation Agreement, dated October 3, 1984, by and between Comark Inc. and Epicor Software Corporation (originally STS Systems Limited).
17. Proact Software License Agreement, dated November 3, 2004, by and between Comark Inc. and Micros Retail (originally Datavantage Corporation).
18. Software License Agreement, dated December 24, 2008, by and between Comark Inc. and Elastic Path Software Inc., together with related agreements between the parties.

Leases

19. Lease by and between Comark Inc. and West Edmonton Mall Property Inc. for store #30703 (Ricki's West Edmonton Mall)
20. Lease by and between Comark Inc. and GE Canada Real Estate Equity Holding Company for Distribution Centre in Laval, Quebec
21. Lease by and between Comark Inc. and West Edmonton Mall Property Inc. for store #20689 (Bootlegger West Edmonton Mall)

Schedule 6.01(dd)

Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office

<u>Name</u>	<u>Jurisdiction of Organization</u>	<u>Organizational ID Number</u>	<u>Chief Place of Business</u>	<u>Chief Executive Office</u>
Comark Inc.	Canada	424040-5	Ontario	6789 Millcreek Drive Mississauga, ON

Schedule 6.01(cc)

Tradenames**REGISTERED BUSINESS NAMES BY PROVINCE**

<u>REGISTERED BUSINESS NAME</u>	<u>PROVINCE</u>	<u>EXPIRY DATE</u>
BOOTLEGGER	ALBERTA	NO EXPIRY
CLEO	ALBERTA	NO EXPIRY
RICKI'S	ALBERTA	NO EXPIRY
BOOTLEGGER	BRITISH COLUMBIA	NO EXPIRY
CAPE COMFORT CLOTHING COMPANY	BRITISH COLUMBIA	NO EXPIRY
CLEO	BRITISH COLUMBIA	NO EXPIRY
D'ALLAIRD'S	BRITISH COLUMBIA	NO EXPIRY
IRENE HILL	BRITISH COLUMBIA	NO EXPIRY
JUSTPETITES	BRITISH COLUMBIA	NO EXPIRY
OFF BROADWAY	BRITISH COLUMBIA	NO EXPIRY
RICKI'S	BRITISH COLUMBIA	NO EXPIRY
BOOTLEGGER	MANITOBA	MAY 25, 2015
CLEO	MANITOBA	OCTOBER 5, 2013
CLEO PETITES	MANITOBA	JUNE 22, 2014
RICKI'S	MANITOBA	MAY 25, 2015
BOOTLEGGER	NEW BRUNSWICK	MARCH 23, 2014
CLEO	NEW BRUNSWICK	MARCH 23, 2014
RICKI'S	NEW BRUNSWICK	MARCH 23, 2014
BOOTLEGGER	NEWFOUNDLAND	NO REGISTRY
RICKI'S	NEWFOUNDLAND	NO REGISTRY
CLEO	NEWFOUNDLAND	NO REGISTRY
BOOTLEGGER	NORTHWEST TERRITORIES	NO EXPIRY
BOOTLEGGER	NOVA SCOTIA	MARCH 2, 2014
CLEO	NOVA SCOTIA	MARCH 2, 2014
CLEO PETITES	NOVA SCOTIA	MARCH 2, 2014
RICKI'S	NOVA SCOTIA	MARCH 2, 2014
ACCESSORY PLACE	ONTARIO	JUNE 2, 2014
BOOTLEGGER	ONTARIO	JUNE 2, 2014
CLEO	ONTARIO	JUNE 2, 2014
CLEO PETITES	ONTARIO	JUNE 2, 2014
COMARK SERVICES	ONTARIO	JUNE 2, 2014
D'ALLAIRD'S	ONTARIO	JUNE 2, 2014
IRENE HILL	ONTARIO	JUNE 2, 2014
JUST PETITES	ONTARIO	JUNE 2, 2014
OFF BROADWAY	ONTARIO	JUNE 2, 2014
RICKI'S	ONTARIO	JUNE 2, 2014

<u>REGISTERED BUSINESS NAME</u>	<u>PROVINCE</u>	<u>EXPIRY DATE</u>
BOOTLEGGER	QUEBEC	NO EXPIRY
CLEO	QUEBEC	NO EXPIRY
CLEO PETITES	QUEBEC	NO EXPIRY
D'ALLAIRD'S	QUEBEC	NO EXPIRY
IRENE HILL	QUEBEC	NO EXPIRY
JUST. PETITES	QUEBEC	NO EXPIRY
RICKI'S	QUEBEC	NO EXPIRY
BOOTLEGGER	SASKATCHEWAN	DECEMBER 31, 2015
CLEO	SASKATCHEWAN	SEPTEMBER 30, 2013
IRENE HILL	SASKATCHEWAN	MAY 31, 2015
JUST PETITES	SASKATCHEWAN	MAY 31, 2015
RICKI'S	SASKATCHEWAN	MAY 31, 2015
BOOTLEGGER	YUKON	FEBRUARY 4, 2015
RICKI'S	YUKON	FEBRUARY 4, 2015
RICKI'S	P.E.I.	DECEMBER 16, 2014
BOOTLEGGER	P.E.I.	DECEMBER 16, 2014

Schedule 6.01(ff)Collateral Locations**Distribution Center**

930 St. Martin Boulevard, Chomedey, Laval, Quebec

Freight ForwardersOcean:

Ryder CRSA Logistics
1275 Kingsway Ave.
Port Coquitlam, B.C.
Canada, V3C 1S2

Rail:

Ryder CRSA Logistics
Box 141, Building 3,
2555 Dollard Avenue
LaSalle, Quebec,
Canada, H8N 3A9

Fast truck:

Purolator GSC / Purolator International
18233 Blundell Road, Unit 120
Richmond, B.C.
Canada, V6W 1L8

Purolator International

1305 Tees Rd,
Montreal, PQ
Canada, H4R 2B4

DTS (direct to store):

Purolator GSC / Purolator International
18233 Blundell Road, Unit 120
Richmond, B.C.
Canada, V6W 1L8

Brokerage:

Schenker Canada
Unit 3 1725 St. James Street,
Winnipeg, Manitoba,
Canada, R3H 1H3

Air:

Kintetsu World Express (Canada) Inc.
6405 Northam Drive,
Mississauga, Ontario,
Canada, L4V 1J2

US:

Purolator International

18233 Blundell Road, Unit 120
Richmond, B.C.
Canada, V6W 1L8

Retail Locations: See Schedule 6.01(o)

Schedule 7.01(a)(v)

Comark, Inc.
 REQUIRED REPORTING CHECKLIST
 (Effective January 2005)

DUE	NAME OF REPORT	REPORT DATE	(X)
Daily, when borrowing (by 1:00PM EST), based on weekly collateral updates			
Weekly			
Borrowing Base Certificate collateral update with backup			
Monthly (15 days after month end)			
Stock Ledger or perpetual roll forward, by department (including sales, purchases, beginning of month and end of month inventory)			
Inventory Certificate (Wells Fargo Form)			
Accounts Payable Aging Analysis			
Monthly Inventory Aging			
Inventory Reconciliation from Stock Ledger to General Ledger			
Monthly (30 days after month end)			
Gross Margin Reconciliation			
Statement of Store Activity			
Monthly Financial Statements inclusive of Income Statement, Balance Sheet and Cash Flow			
Officer's Compliance and Rent, Tax and Insurance Certificate (Wells Fargo Form)			

The purpose of the above reporting is to provide Wells Fargo Foothill Canada ULC /Wells Fargo Bank, National Association with the same financial information prepared in the normal course of business to monitor, evaluate and report the Borrower's and its Subsidiaries' financial results. Please note that per Section 7.01 of the Financing Agreement, Wells Fargo Foothill Canada ULC

may require, from time to time, additional information or reporting from the Borrower and its Subsidiaries.

Schedule 7.02(a)

Existing Liens

1. Contractual Obligations entered into by Comark Inc. in connection with the following movable and personal property registrations:

Register of Personal and Movable Real Rights (Quebec) (the “RPMRR”):

Registration Number	Secured Party	Nature of Rights	Collateral Description
09-0599149-0003	XEROX CANADA LTD as assigned to BNP PARIBAS (CANADA)	Rights resulting from a lease	Equipment, Other All present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
12-0863642-0006	XEROX CANADA LTD as assigned to BNP PARIBAS (CANADA)	Rights resulting from a lease	All equipment and goods sold, leased, procured under a leasing contract, or otherwise provided to Comark Inc, by Xerox Canada Ltd or provided in replacement thereof, further to the agreement number 952786143-479482200 dated October 28, 2011, the whole as may have been completed, amended, adjusted or otherwise modified from time to time.

Personal Property Security Registration System (Ontario) (the “Ontario PPSRS”):

File Number	Registration Number	Secured Party	Collateral Description
685011411	20130301 1710 1462 0033	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2013 Volkswagen Jetta TDI VIN# 3VWLL7AJ7DM412758
684968562	20130228 1405 1462 9643	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2013 Volkswagen Jetta TDI VIN# 3VWLL7AJ6DM416560
684968571	20130228 1405 1462 9644	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2013 Volkswagen Jetta TDI VIN# 3VWLL7AJ9DM415600
681940989	20121004 1403 1462 2742	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK8CU514091
680742765	20120816 1403 1462 2082	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK9CU5104712012
680753988	20120816 1702 1462 2161	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FKXCU511967
679892643	20120712 1409 1462 4536	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry VIN# 4T1BK1FK4CU012842
679892652	20120712 1409 1462 4537	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry VIN# 4T1BK1FK2CU008627

File Number	Registration Number	Secured Party	Collateral Description
679121208	20120612 1408 1462 6833	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK8CU012584
678487896	20120518 1011 1462 0036	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK2CU0084172012
678026385	20120501 1703 1462 4220	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK3CU009592
677572587	20120413 1407 1462 9493	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Highlander Sport VIN# 5TDBK3EH6CS131020
677572596	20120413 1407 1462 9494	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FKXCU514464
676713339	20120308 1404 1462 9901	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK4CU006362
674734779	20111130 1403 1462 4977	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK4CU003199
674645157	20111125 1703 1462 4195	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Camry SE VIN# 4T1BK1FK7CU507049

File Number	Registration Number	Secured Party	Collateral Description
674454186	20111117 1716 1462 1546	XEROX CANADA LTD	EQUIPMENT OTHER
674206794	20111107 1706 1462 7981	XEROX CANADA LTD	EQUIPMENT OTHER
673061463	20110920 1406 1462 5226	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2012 Toyota Highlander Limited VIN# 5TDDK3EH5CS099542
672206022	20110815 1702 1462 7215	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Toyota Camry LE VIN# 4T1BK3EK3BU125029
669210669	20110419 1702 1462 7159	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Volkswagen Jetta TDI VIN# 3VWDL7AJ0BM010436
669105999	20110414 1702 1462 6067	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Volkswagen Jetta TDI VIN# 3VWDL7AJ4BM039163
668785824	20110404 1405 1462 2841	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Volkswagen Jetta TDI VIN# 3VWDL7AJ4BM073085
667876356	20110224 1707 1462 2542	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Toyota Highlander Sport VIN# 5TDBK3EH8BS069022
667266507	20110121 1406 1462 5463	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Toyota Highlander Sport VIN# 5TDBK3EH1BS046391

File Number	Registration Number	Secured Party	Collateral Description
666881595	20101231 1402 1462 0855	FALCON AUTO LEASING INC.	Other, Motor Vehicles 2011 GMC Yukon Denali AWD VIN# 1GKS2EEF1BR165345
666832662	20101229 1702 1462 0357	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Toyota Camry LE VIN# 4T1BK3EK0BU612091
664618095	20100922 1403 1462 7307	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2011 Toyota Camry VIN# 4T1BK3EKXBU125531
659368071	20100219 1702 1462 5895	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2010 Nissan Altima VIN# 1N4BL2AP0AC125044
657921348	20091201 1455 1530 8892	VW CREDIT CANADA INC	Equipment, Other, Motor Vehicles 2010 VW Touareg-TDI Comfort VIN# WVGDK6A93AD000026
657377802	20091104 1409 1462 1143	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2010 Toyota Camry VIN# 4T1BK3EK4AU602906
656942202	20091014 1402 1462 5969	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2010 Toyota Camry VIN# 4T1BK3EK6AU098732
656682624	20091001 1401 1462 3231	XEROX CANADA LTD	EQUIPMENT OTHER
656529705	20090925 1002	XEROX CANADA	EQUIPMENT

File Number	Registration Number	Secured Party	Collateral Description
	1462 1241	LTD	OTHER
656423208	20090921 1405 1462 0116	LEGGAT NATIONAL LEASING	Consumer Goods, Motor Vehicles 2010 Toyota Camry VIN# 4T1BK3EK6AU098732

Personal Property Security Act (Manitoba):

Registration Number	Secured Party	Collateral Description
201310530803	LEGGAT NATIONAL LEASING	Security interest in a 2013 Toyota Camry Motor Vehicle
201205973805	LEGGAT NATIONAL LEASING	security interest in a 2012 Toyota Highlander Sport Motor Vehicle listed by serial number
201119452401	Xerox Canada Ltd.	security interest in certain office equipment and software
201118798207	Xerox Canada Ltd.	security interest in certain office equipment and software
200917804906	LEGGAT NATIONAL LEASING	security interest in a 2010 Toyota Camry Motor Vehicle listed by serial number
200916696603	Xerox Canada Ltd.	security interest in certain office equipment and software
201304511600	VW Credit Canada Inc.	purchase money security interest in a 2013 Audi Q5 Motor Vehicle listed by serial number
980619107262	PHH Vehicle Management Services Inc.	security interest in a 1997 GMC Commercial Cutway Motor Vehicle listed by serial number

Personal Property Security Act (Alberta):

Secured Party	Registration Type	General Collateral Description	Registration No.
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	4T1BK3EK4AU098728 2010 TOYOTA CAMRY	09081708625 (5 YEARS) EXPIRY DATE: AUG 17, 2014
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	1N4BL2AP0AC125044 2010 NISSAN ALTIMA	10110412981 (4 YEARS) EXPIRY DATE: NOV 4, 2014
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	3VWDL7AJ0BM010436 2011 VOLKSWAGEN JETTA TDI	11041920929 (3 YEARS) EXPIRY DATE: APR 19, 2014
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	4T1BK3EK3BU125029 2011 TOYOTA CAMRY LE	11081520021 (4 YEARS) EXPIRY DATE: AUG 15, 2015
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	4T1BK1FK2CU008417 2012 TOYOTA CAMRY SE	12051807965 (4 YEARS) EXPIRY DATE: MAY 18, 2016
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	4T1BK1FK8CU514091 2012 TOYOTA CAMRY SE	12100407494 (4 YEARS) EXPIRY DATE: OCT 4, 2016
LEGGAT NATIONAL LEASING	SECURITY AGREEMENT	JN8AZ1MW3DW315848 2013 NISSAN MURANO SL	13042910192 (5 YEARS) EXPIRY DATE: APR 29, 2018

Personal Property Security Act (British Columbia):

Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry								
#193853F	Xerox Canada Ltd	Comark Inc.	Reg: September 25, 2009 Expiry: September 24, 2014								
General Collateral: EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF.											
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry								
#300386F	VW Credit Canada Inc.	Comark Inc	Reg: December 1, 2009 Expiry: December 1, 2014								
Vehicle Collateral: <table> <tr> <th>Type</th><th>Serial #</th><th>Year</th><th>Make/Model</th></tr> <tr> <td>MV</td><td>WVGDK6A93AD000026</td><td>2010</td><td>VW TOUTAREG-TDI COMFORTL</td></tr> </table>				Type	Serial #	Year	Make/Model	MV	WVGDK6A93AD000026	2010	VW TOUTAREG-TDI COMFORTL
Type	Serial #	Year	Make/Model								
MV	WVGDK6A93AD000026	2010	VW TOUTAREG-TDI COMFORTL								
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry								
#931565F	Loggat National Leasing	Comark Inc.	Reg: December 29, 2010 Expiry: December 29, 2015								
Vehicle Collateral: <table> <tr> <th>Type</th><th>Serial #</th><th>Year</th><th>Make/Model</th></tr> <tr> <td>MV</td><td>4T1BK3EK0BU612091</td><td>2011</td><td>TOYOTA CAMRY LE</td></tr> </table>				Type	Serial #	Year	Make/Model	MV	4T1BK3EK0BU612091	2011	TOYOTA CAMRY LE
Type	Serial #	Year	Make/Model								
MV	4T1BK3EK0BU612091	2011	TOYOTA CAMRY LE								
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry								
#455535G	Xerox Canada Ltd	Comark Inc, Bootlegger Ricki's	Reg: November 17, 2011 Expiry: November 17,								

Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
			2016
General Collateral: EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF.			
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
#623995G	Leggat National Leasing	Comark Inc.	Reg: March 8, 2012 Expiry: March 8, 2016
Vehicle Collateral: Type Serial # Year Make/Model MV 4T1BK1FK4CU006362 2012 TOYOTA CAMRY SE			
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
#843941G	Leggat National Leasing	Comark Inc.	Reg: July 12, 2012 Expiry: July 12, 2017
Vehicle Collateral: Type Serial # Year Make/Model MV 4T1BK1FK4CU012842 2012 TOYOTA CAMRY			
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
#316418H	Leggat National Leasing	Comark Inc.	Reg: April 29, 2013 Expiry: April 29, 2018
Vehicle Collateral: Type Serial # Year Make/Model MV 4T1BK1FK6DU528556 2013 TOYOTA CAMRY SE			
Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
#413895H	Leggat National Leasing	Comark Inc.	Reg: June 20, 2013

Base Registration #	Secured Party(ies)	Debtor(s)	Date of Registration/Expiry
			Expiry: June 20, 2018
Vehicle Collateral:			
Type	Serial #	Year	Make/Model
MV	4T1BK1FK2DU532555	2013	TOYOTA CAMRY SE

Personal Property Security Act (Saskatchewan):

Registration Number	Secured Party	Collateral Description
300991819	LEGGAT NATIONAL LEASING	Motor Vehicles 2013 Volkswagen Jetta TDI Serial #3VWLL7AJ7DM412758

Personal Property Security Act (New Brunswick):

Registration Number	Secured Party	Collateral Description
21340526	LEGGAT NATIONAL LEASING	Motor Vehicles 2012 Toyota Camry SE Serial #4T1BK1FKXCU514464

Personal Property Security Act (Nova Scotia):

Registration Number	Secured Party	Collateral Description
17934712	LEGGAT NATIONAL LEASING	Motor Vehicles 2011 Volkswagen Jetta TDI Serial #3VWDL7AJ4BM039163

Schedule 7.02(b)**Existing Indebtedness**

1. Demand Operating Facility Agreement, dated August 9, 2011, by and between Comark Inc. and The Toronto-Dominion Bank.

Schedule 7.02(e)

Existing Investments

Nil.

Schedule 7.02(k)**Limitations on Dividends and Other Payment Restrictions**

Nil.

Schedule 8.01

Blocked Account Banks. Blocked Accounts,
Canadian Blocked Account Bank. Canadian Blocked Account

BANK	TYPE OF ACCOUNT	BRANCH/ TRANSIT #	ACCOUNT #	ADDRESS
The Toronto-Dominion Bank	Deposit Account	1275	12750502662	Mississauga Centre 20 Milverton Drive Mississauga, Ontario L5R 3G2 Tel 1-800-975-3387
The Toronto-Dominion Bank	Returned Items Account	1275	12750502824	same as above
The Toronto-Dominion Bank	Current acct for Visa Mastercard & Debit card	1275	12750502786	same as above
The Toronto-Dominion Bank	Current account	1275	12750503022	same as above
The Toronto-Dominion Bank	Money Market Account ¹	1275	0646-5235784	same as above
Canadian Imperial Bank of Commerce	Deposit Account	00062	26-18818	1 King Street West, 3rd Floor Hamilton, ON L8P 1A4
Royal Bank of Canada	Deposit Account	00002	110-527-9	20 King Street West- Main Floor Toronto, ON M5H1C4
The Bank of Nova Scotia	Deposit Account	80002	05804-14	44 King Street West Toronto, ON M5H-1H1
Bank of Montreal	Deposit Account	0002	1263-870	First Canadian Place P.O Box 3 B2 Level Toronto, ON M5X 1A3

¹ The Borrower shall deliver a control agreement executed by the Borrower, the Collateral Agent and the Blocked Account Bank relating to Money Market Account number 0646-5235784 at The Toronto-Dominion Bank to the Agents within forty five (45) days of the Restatement Effective Date, or such later date as the Agents shall in their reasonable discretion agree.

EXHIBIT 2.02(a)

FORM OF NOTICE OF BORROWING

[LETTERHEAD OF THE BORROWER]

20

Wells Fargo Foothill Canada ULC,
 as Administrative Agent for the Lenders
 c/o Wells Fargo Bank, National Association
 One Boston Place, 18th Floor
 Boston, Massachusetts 02108
 Attention: Michele Ayoub

Wells Fargo Foothill Canada ULC,
 as Administrative Agent for the Lenders
 40 King Street West, Suite 2500
 Toronto, Ontario, Canada M5H 3Y2
 Attention: Domenic Cosentino

Ladies and Gentlemen:

The undersigned, Comark Inc., a Canadian federal corporation (the "Borrower"), (i) refers to the Amended and Restated Financing Agreement, dated as of July 30, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among the Borrower, each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), and Wells Fargo Foothill Canada ULC, an Alberta unlimited liability company ("WFFC"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") and (ii) hereby gives you irrevocable notice pursuant to Section 2.02 of the Financing Agreement that the undersigned hereby requests [a Revolving Loan] [and] [the Term Loan A, the Term Loan B-1 and the Term Loan B-2]¹ under the Financing Agreement, and in that connection sets forth below the information relating to such

¹ Include only on the Restatement Effective Date.

Loan(s) (the "Proposed Loan(s)")² as required by Section 2.02(a) of the Financing Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Financing Agreement.

(i) The [aggregate] principal amount of the Proposed Loan(s) is CDN\$_____ [and \$_____]³.

(ii) [The Proposed Loans are [a Revolving Loan in the principal amount of CDN\$_____] [and] [the Term Loan A in the principal amount of CDN\$_____, the Term Loan B-1 in the principal amount of CDN\$_____ and the Term Loan B-2 in the principal amount of \$_____]⁴.

(iii) The Proposed Loan(s) [is] [are] [a] [Base Rate Loan] [LIBOR Rate Loan, with an initial Interest Period of [one][two][three][six] month(s)]. [This Notice of Borrowing is being delivered contemporaneously with a LIBOR Notice with respect to the LIBOR Rate Loan requested hereby.]⁵

(iv) The borrowing date of the Proposed Loan(s) is _____.

(v) The proceeds of the Loan(s) will be used for _____ and is otherwise expressly permitted by the Financing Agreement.

(vi) The Proposed Loan(s) is/are to be made pursuant to the instructions set forth on Exhibit A attached hereto.

(vii) Attached hereto is a copy of the Borrowing Base Certificate delivered on [insert date of last certificate delivered] which has been revised to update the "Availability Calculation" section to reflect the "Excess Availability" line item therein, as of the date hereof.

[signature page follows]

² LIBOR Rate Loans must be of at least CDN\$1,000,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) and integral multiples of CDN\$100,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) in excess thereof. Base Rate Loans must be of at least CDN\$50,000 and integral multiples of CDN\$10,000 in excess thereof.

³ Include only on the Restatement Effective Date.

⁴ Include only on the Restatement Effective Date.

⁵ Include only where the Proposed Loan is a LIBOR Rate Loan.

The undersigned certifies that (i) the representations and warranties contained in Article 6 of the Financing Agreement and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier is not applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and of the date hereof as though made on and as of the date hereof (except that any representation and warranty made as of a specific date shall be true and correct in all material respects (or in all respects, as applicable) as of such specific date) and will be true and correct in all material respects (or in all respects, as applicable) on as of the date of the Proposed Loan(s), (ii) no Default or Event of Default has occurred and is continuing or will result from the making of the Proposed Loan(s) or will occur or be continuing on the date of the Proposed Loan(s), and (iii) all conditions set forth in Section [5.01] [5.02] of the Financing Agreement have been satisfied or waived in accordance with the terms of the Financing Agreement as of the date of the Proposed Loan(s).

Very truly yours,

COMARK INC., a Canadian
federal corporation

By: _____
Name:
Title:

EXHIBIT A
WIRING INSTRUCTIONS

Payee	Wiring Instructions
	Bank: City/State: ABA #: Account #: Ref:

EXHIBIT A-1

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Assignment Agreement") is entered into as of _____, 20__ between _____ ("Assignor") and _____ ("Assignee"). Reference is made to the Financing Agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time hereinafter, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby irrevocably sells, transfers, conveys and assigns without recourse, representation or warranty (except as expressly set forth herein) to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Commitments and the Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Financing Agreement; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) attaches the forms prescribed

by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.]

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Agents for recording by the Administrative Agent. The effective date of this Assignment Agreement (the "Settlement Date") **shall be at least 3 Business Days after** the latest of (a) the date of the execution hereof by the Assignor and the Assignee, (b) the date this Assignment Agreement has been accepted by the Collateral Agent (and the Administrative Agent if required by the Financing Agreement) and recorded in the Register by the Administrative Agent, (c) the date of receipt by the Collateral Agent of a processing and recordation fee in the amount of \$5,000¹, (d) the settlement date specified on Annex I, and (e) the receipt by Assignor of the Purchase Price specified in Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents; provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of the Financing Agreement, including pursuant to Article X or Section 12.19 of the Financing Agreement.

6. Upon recording by the Administrative Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

¹ The payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender.

9. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR]

By: _____
Name: _____
Title: _____
Date: _____

[ASSIGNEE]

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTED AND CONSENTED TO this ____ day
of _____, 20__

CERBERUS BUSINESS FINANCE, LLC,
a Delaware limited liability company,
as Collateral Agent

By: _____
Name: _____
Title: _____

[WELLS FARGO FOOTHILL CANADA
ULC, an Alberta unlimited liability company,
as Administrative Agent]²

By:
Name:
Title:

[COMARK INC., a Canadian federal
corporation]³

By: _____
Name:
Title:

² Only when the Administrative Agent's consent is required under the Financing Agreement.

³ Only when the Borrower's consent is required under the Financing Agreement.

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX 1

1. Borrower: Comark Inc., a Canadian federal corporation
2. Name and Date of Financing Agreement:
 Amended and Restated Financing Agreement, dated as of [July __, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among Borrower, each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (together with the Borrower and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and, collectively, the "Guarantors" and, together with the Borrower, each a "Loan Party" and, collectively, the "Loan Parties"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), CERBERUS BUSINESS FINANCE, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and WELLS FARGO FOOTHILL CANADA ULC, an Alberta unlimited liability company, as Administrative Agent ("WFFCC"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").
3. Date of Assignment Agreement: _____
4. Amount of Revolving Credit Commitment Assigned: CDN\$ _____
5. Amount of Revolving Loan Assigned: CDN\$ _____
6. Amount of Term Loan A Commitment Assigned: CDN\$ _____
7. Amount of Term Loan A Assigned: CDN\$ _____
8. Amount of Term Loan B-1 Commitment Assigned: CDN\$ _____
9. Amount of Term Loan B-1 Assigned: CDN\$ _____
10. Amount of Term Loan B-2 Commitment Assigned: \$ _____

11. Amount of Term Loan B-2 Assigned: \$ _____
12. Purchase Price: \$ _____
13. Settlement Date: _____
14. Notice and Payment Instructions, etc.

Assignee:

Attn: _____

Fax No.: _____

Bank Name: _____

ABA Number: _____

Account Name: _____

Account Number: _____

Sub-Account Name: _____

Sub-Account Number: _____

Reference: _____

Attn: _____

Assignor:

Attn: _____

Fax No.: _____

Bank Name: _____

ABA Number: _____

Account Name: _____

Account Number: _____

Sub-Account Name: _____

Sub-Account Number: _____

Reference: _____

Attn: _____

**EXHIBIT B-1
FORM OF BORROWING BASE CERTIFICATE**

Comark, Inc.
 Revolving Line of Credit Availability Calculation
 FAX TO: Felicia Tyler 617-523-4027

 Certificate #: 0
 Date: 00/00/00
ALL FIGURES IN CANADIAN DOLLARS**ACCOUNTS RECEIVABLES:**

	As of:	00/00/00	TOTAL
Credit Card Receivables Balance			\$0
Accounts Receivable Availability (capped at 6 days float)	Advance Rate	85% (A)	0

INVENTORY:

Beginning Inventory Balance @ Cost:	As Of:	00/00/00	\$0
ADD: Purchases			0
Miscellaneous Adjustments (explain)			0
Inventory Available for Sale			0
LESS: Sales @ Cost			0
Shrink Adjustments			0
Miscellaneous Adjustments (explain)			0
Total Reductions			0

Ending Perpetual Inventory Balance:	As Of:	00/00/00 (B)	0
LESS: Damaged/Write-offs & RTV's			0
Total Inventory Reserves		(C)	0

ELIGIBLE INVENTORY (B - C)

	Standard Advance Rate on Cost: (Lesser of (i) 80% of book value or (ii) 85% (90% from 6/1-8/31) of NRLV multiplied by book value)		0.0%	(E)	
ADD:	Eligible L/Cs outstanding (in CAD):	\$0			
	Exchange Rate as of 00/00/00	0.0000	X	0.0%	(F)
					0
ADD:	Eligible In-Transit				
	Exchange Rate as of 00/00/00	0.0000	X	0.0%	(G)
					0

TOTAL INVENTORY BORROWING BASE (E + F + G)

CASH				(H)	0
ADD: Qualified Cash (included solely during a Holiday Season and capped at \$3MM)		X	100.0%	(I)	0
LESS: Electronic Gift Certificates (50% of G/L Balance)					0
Paper Gift Certificates (50% of G/L Balance)					0
Layaway Deposits (100% of G/L Balance)	Layaways discontinued				0
Guest In-Store Credits (50% of G/L Balance)					0
PST/GST					0
Bank Product Reserves					0
Cash Management Reserves					0
Minimum Availability Requirement					0
Total Reserves				(J)	0
Calculated Borrowing Base (H + I - J + A)				(O)	0

TOTAL BORROWING BASE (Calculated Borrowing Base \$20MM Maximum)

(M) (O)

AVAILABILITY CALCULATION:

Beginning Principal Balance as of:					
ADD:	Advances through				
	Fees, Principal and Interest paid on				
	Adjustments				
LESS:	Payments through				
Ending Principal Balance Prior to Advance Request					\$0.00
Loan Balance Prior to Today's Request				(N)	\$0.00
Net Availability Prior to Today's Request (M - N)				0	\$0.00
Today's Advance Request:					
Ending Loan Balance (O + P)				(P)	\$0.00
Total L/C Outstandings Documentary (in CAD):	\$0			(Q)	\$0.00
Exchange Rate as of 00/00/00	0.0000	Standby (in CAD):	\$0	(R)	0.00
TOTAL EXPOSURE (Q + R)				(S)	0.00
Excess Availability (M - S) (\$1.5MM or \$1MM during December-January)					0.00
Minimum Availability Covenant					1,500,000.00
Availability After Covenant					(1,500,000.00)
CASH ON HAND:	\$	15,762,847			

The undersigned, an Authorized Officer (as defined in the Credit Agreement referred to below) of Comark Inc., a Canadian federal corporation (the "Borrower"), represents and warrants that the information set forth above is true and correct, and was prepared in accordance with the Credit Agreement (as defined below). The Borrower grants a security interest in the collateral referred above to Credit Business Finance, LLC, as collateral agent for and on behalf of the "Collateral Agent" under this term sheet and the attached Credit Agreement dated as of July 20, 2017 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by, among others, the Borrower, the lender party thereto, the Collateral Agent and Wells Fargo Bank, National Association, an Alberta unlimited liability company, as administrative agent for such collateral, the "Administrative Agent". The Borrower represents and warrants that (a) said collateral complies with the representations, warranties, and covenants contained in the Credit Agreement and the other loan documents (as defined in the Credit Agreement), (b) no "Event of Default" (as defined in the Credit Agreement) is presently in existence, and (c) all of the advance request hereby will be utilized by the Borrower to cover 100% of the Borrower's obligations for sales tax on account of sales since the most recent borrowing under the Credit Agreement.

Authorized Officer: Printed Name and Title: _____ Signature: _____

Account Manager: Printed Name: _____ Signature: _____

EXHIBIT C-1

FORM OF OFFICER'S COMPLIANCE CERTIFICATE

Date: _____

Wells Fargo Bank, National Association
 One Boston Place, 18th Floor
 Boston, Massachusetts 02108
 Attention: Michele Ayoub

Wells Fargo Foothill Canada ULC
 40 King Street West, Suite 2500
 Toronto, Ontario, Canada M5H 3Y2
 Attention: Domenic Cosentino

Cerberus Business Finance, LLC
 875 Third Avenue
 New York, NY 10022
 Attention: Gerald M. Daniello

RE: Comark Inc.

Financial Statements For:

Dear Sir/Madam:

This Certificate is delivered to you pursuant to Article 7 of that certain Amended and Restated Financing Agreement (as amended, modified, supplemented or restated hereafter, the "Financing Agreement") by and among Comark Inc., a Canadian federal corporation (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), and Wells Fargo Foothill Canada ULC, an Alberta unlimited liability company ("WFFC"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

This Certificate accompanies the above described financial statements (the "Financial Statements") furnished to you by the Borrower and is delivered in accordance with Article 7 of the Financing Agreement.

The undersigned has reviewed the Financial Statements, the Financing Agreement, and each of the other Loan Documents, and has made such inquiry as the undersigned deems appropriate. Following such review, the undersigned certifies, solely in the undersigned's capacity as an officer of the Borrower and not in an individual capacity, as follows:

- a) Each Loan Party is in compliance with all of the provisions of the Loan Documents and such review has not disclosed the existence on and as of the date hereof, and the undersigned does not have knowledge of the existence as of the date hereof, of any event or condition that constitutes a Default or Event of Default, except for such conditions or events listed on Exhibit A attached hereto, specifying the nature and period of existence thereof and what action Borrower has taken, is taking, or proposes to take with respect thereto.
- b) The Financial Statements were prepared in accordance with GAAP and in a manner consistent with prior periods and company policies all as more fully described in the Financing Agreement. [They have been consistently applied and present fairly, in all material respects, the financial position of the Loan Parties at the close of, and the period(s) covered by the Financial Statements, subject however to usual year-end adjustments.]¹
- c) Through the date hereof, each Loan Party is in full compliance with the Financing Agreement regarding store openings and closings; and the enclosed Store Activity Report is accurate, separately identifying all store openings and closings over the past sixty (60) days, and all planned store openings and closings over the next sixty (60) days. All recent store openings have been so approved by our Board of Directors and we have furnished you with pro forma projections and complete landlord and address information.
- d) All rent, utility, lease trade liabilities and other obligations inclusive of all taxes and insurance are current and being paid as agreed and there are no held or post dated checks outstanding; unless a schedule is completed with the details of all held or post dated checks and all past due payments and the steps (if any) being taken or contemplated by any Loan Party to be taken on account thereof. Copies of any related default, cure or late notices concerning any obligations have been enclosed herein to the Agents and the Lenders.
- e) No event, notice of which is to be provided by a Loan Party in accordance with the Financing Agreement, has occurred, other than those events, written notice of which has previously been provided and those events (if any) described below:

(Describe events)

- f) There have been no changes in the senior management and/or officers of the Borrower and if so, these have been communicated to Agents and listed on a separate sheet of paper.

¹ Delete if the Compliance Certificate is delivered with an annual Financial Statement.

- g) Such officer has reviewed the terms of the Financing Agreement and has made, or caused to be made under his/her supervision, a review in reasonable detail of the transactions and condition of Borrower and its Subsidiaries during the accounting period covered by the financial statements delivered pursuant to Section 7.01(a) of the Financing Agreement.
- h) Borrower and its Subsidiaries are in timely compliance with all representations, warranties, and covenants set forth in the Financing Agreement and the other Loan Documents, except as set forth on Exhibit B attached hereto.
- i) The following calculations indicate the Loan Parties' compliance (or failure to comply) with the financial performance covenants included in the Financing Agreement:

**COMARK INC.
COMPLIANCE TESTING
FOR THE MONTH OF _____, 200__**

- I. Leverage Ratio:** The Loan Parties shall not permit the ratio of Consolidated Funded Indebtedness (provided that the outstanding Revolving Loans shall be computed using the average daily outstanding amount of the Revolving Loans for such fiscal quarter *less* Qualified Cash) as of the last day of each fiscal quarter to TTM EBITDA of the Borrower and its Subsidiaries as of the last day of such fiscal quarter to be greater than 2.75:1.00.

In Compliance?

Yes/No

- II. TTM EBITDA:** The Loan Parties shall not permit the TTM EBITDA of the Borrower and its Subsidiaries at the end of each fiscal quarter to be less than CDN\$30,000,000.²

In Compliance?

Yes/No

- III. Availability:** The Loan Parties shall not permit the Availability at any time to be less than (x) CDN\$1,000,000 at any time during a Holiday Season and (y) CDN\$1,500,000 at all other times.

In Compliance?

Yes/No

- IV. Capital Expenditures:** The Loan Parties shall not make or commit or agree to make, or permit any of its Subsidiaries to make or commit or agree to make, any Capital Expenditure (by purchase or Capitalized Lease) that would cause the aggregate amount of all Capital Expenditures and Permitted Acquisitions made by the Loan Parties and their Subsidiaries to exceed CDN\$17,500,000 in any Fiscal Year; provided, however, that if during any Fiscal Year the amount of all Capital Expenditures permitted to be made is not so made (the "Capex Unused Amount"), such Capex Unused Amount may be used in the immediately succeeding Fiscal Year in an amount equal to 100% of the Capex Unused Amount (the "Capex Carry-Over Amount"); provided that (A) in such succeeding Fiscal Year, actual Capital Expenditures made from time to time in such succeeding Fiscal Year shall be deemed to have been made first from the amount permitted to be made for such Fiscal Year and, second, from the Capex Carry-Over Amount, and (B) no amounts carried forward pursuant to this paragraph may be carried forward to any fiscal year thereafter.

In Compliance?

Yes/No

² Commencing with the twelve months ending August 31, 2013

COMARK INC.

WELLS FARGO FOOTHILL
CANADA ULC

Signature: _____

Reviewed By: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

EXHIBIT B

EXHIBIT L-1

FORM OF LIBOR NOTICE

[LETTERHEAD OF THE BORROWER]

Wells Fargo Foothill Canada ULC,
 as Administrative Agent for the Lenders
 c/o Wells Fargo Bank, National Association
 One Boston Place, 18th Floor
 Boston, Massachusetts 02108
 Attention: Michele Ayoub

Wells Fargo Foothill Canada ULC,
 as Administrative Agent for the Lenders
 40 King Street West, Suite 2500
 Toronto, Ontario, Canada M5H 3Y2
 Attention: Domenic Cosentino

Ladies and Gentlemen:

Reference is made to the Amended and Restated Financing Agreement, dated as of July 30, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among Comark Inc., a Canadian federal corporation (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), and Wells Fargo Foothill Canada ULC, an Alberta unlimited liability company ("WFFC"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

This LIBOR Notice represents the Borrower's request to [convert into] [continue as] [LIBOR Rate Loans] [Base Rate Loans] [CDN]\$_____ ¹ of the outstanding principal amount of [Revolving Loans] [Term Loan A] [Term Loan B-1] [Term Loan B-2] (the "Requested Loan"), and is a written confirmation of the telephonic notice of such election given to the Administrative Agent.

¹ The Borrower (i) shall not have more than 6 LIBOR Rate Loans in effect at any given time, and (ii) may only exercise the LIBOR Option for LIBOR Rate Loans of at least CDN\$1,000,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) and integral multiples of CDN\$100,000 (or, if a Term Loan B-2, the equivalent in US Dollars at the then prevailing Exchange Rate) in excess thereof.

[Such Requested Loan will have an Interest Period of [one] [two] [three] [six] month(s), commencing on _____.]

[This LIBOR Notice further confirms the Borrower's acceptance, for purposes of determining the rate of interest based on the Adjusted LIBOR Rate under the Financing Agreement, of the Adjusted LIBOR Rate as determined pursuant to the Financing Agreement.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned certifies that (i) the representations and warranties contained in Article 6 of the Financing Agreement and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant thereto on or prior to the date hereof are true and correct in all material respects (except that such materiality qualifier is not applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and of the date hereof as though made on and as of the date hereof (except that any representation and warranty made as of a specific date shall be true and correct in all material respects (or in all respects, as applicable) as of such specific date) and will be true and correct in all material respects (or in all respects, as applicable) on as of the date of the [conversion] [continuation] of the Requested Loan and (ii) no Default or Event of Default has occurred and is continuing or will result from the [conversion] [continuation] of the Requested Loan or will occur or be continuing on the date of the Requested Loan.

Dated: _____

COMARK INC., a Canadian
federal corporation

By: _____
Name:
Title:

**IN THE MATTER OF 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 COMARK INC.**

APPLICANT

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

**APPLICATION RECORD
(Volume 1 of 2)**

OSLER, HOSKIN & HARCOURT LLP

Box 50, 1 First Canadian Place
Toronto, Canada M5X 1B8

Marc Wasserman (LSUC #: 44066M)

Tel: 416.862.4908

Alexander Cobb (LSUC #: 45363F)

Tel: 416.862.4908

Fax: 416.86.6666

Lawyers for the Applicant

Matter No: 1163824