

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC. AND
RICKI'S FASHIONS INC.

APPLICANTS

MOTION RECORD OF THE APPLICANTS
(Motion for Sale Approval)

July 7, 2020

OSLER, HOSKIN & HARCOURT LLP

Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Tracy C. Sandler - LSO# 32443N

Tel: 416.862.5890
Email: tsandler@osler.com

John MacDonald - LSO# 25884R

Tel: 416.862.5672
Email: jmacdonald@osler.com

Karin Sachar - LSO# 59944E

Tel: 416.862.5949
Email: ksachar@osler.com

Martino Calvaruso - LSO# 57359Q

Tel: 416.862.6665
Email: mcalvaruso@osler.com
Fax: 416.862.6666

Lawyers for the Applicants

TO: SERVICE LIST

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SERVICE LIST

(As at June 23, 2020)

<u>PARTY</u>	<u>CONTACT</u>
OSLER, HOSKIN & HARCOURT LLP Box 50, 1 First Canadian Place 100 King Street West, Suite 6200 Toronto, ON M5X 1B8 Fax: 416.862.6666 Counsel to the Applicants	Tracy Sandler Tel: 416.862.5890 Email: tsandler@osler.com John MacDonald Tel: 416.862.5672 Email: jmacdonald@osler.com Karin Sachar Tel: 416.862.5949 Email: ksachar@osler.com Martino Calvaruso Tel: 416.862.6665 Email: mcalvaruso@osler.com

<p>GOODMANS LLP Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7</p> <p>Fax: 416.979.1234</p> <p>Counsel to the Court-Appointed Monitor</p>	<p>Rob Chadwick Tel: 416.597.4285 Email: rchadwick@goodmans.ca</p> <p>Brendan O’Neill Tel: 416.849.6017 Email: boneill@goodmans.ca</p> <p>Bradley Wiffen Tel: 416.597.4208 Email: bwiffen@goodmans.ca</p>
<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower, Suite 200 P.O. Box 22 Toronto, Ontario M5J 2J1</p> <p>Fax: 416.847.5201</p> <p>Court-Appointed Monitor</p>	<p>Doug McIntosh Tel: 416.847.5150 Email: dmcintosh@alvarezandmarsal.com</p> <p>Alan J. Hutchens Tel: 416.847.5159 Email: ahutchens@alvarezandmarsal.com</p> <p>Joshua Nevsky Tel: 416.847.5161 Email: jnevsky@alvarezandmarsal.com</p> <p>John-Luke Ip Tel: 416.847.5154 Email: jip@alvarezandmarsal.com</p>
<p>CHAITONS LLP 5000 Yonge Street 10th Floor Toronto, ON M2N 7E9</p> <p>Fax: 416-218-1849</p> <p>Counsel for Stern Partners Inc.</p>	<p>Harvey Chaiton Tel: 416-218-1129 Email: harvey@chaitons.com</p>

<p>BORDEN LADNER GERVAIS LLP Waterfront Centre 200 Burrard Street Suite 1200 Vancouver, BC V7X 1T2</p> <p>Fax: 604.687.1415</p> <p>Counsel to Canadian Imperial Bank of Commerce</p>	<p>Lisa Hiebert Tel: 604.632.3425 Email: lhiebert@blg.com</p> <p>Edward Wang Tel: 604.640.4191 Email: ewang@blg.com</p> <p>Alex MacFarlane Tel: 416.367.6305 Email: AMacFarlane@blg.com</p>
<p>CAMELINO GALESSIERE LLP 6 Adelaide St. East, Suite 220 Toronto, ON M5C 1H6</p> <p>Fax: 416.306.3820</p> <p>Counsel for Ivanhoe Cambridge Inc., Cushman & Wakefield Asset Services ULC, Morguard Investments Limited, RioCan Real Estate Investment Trust, Triovest Realty Advisors Inc. and SmartCentres Real Estate Investment Trust</p>	<p>Linda Galessiere Tel: 416.306.3827 Email: lgalessiere@cglegal.ca</p> <p>Jessica Wuthmann Tel: 416.306.3836 Email: jwuthmann@cglegal.ca</p>
<p>TORYS LLP 79 Wellington St. W., 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p> <p>Fax: 416.865.7380</p> <p>Counsel for The Cadillac Fairview Corporation Limited</p>	<p>David Bish Tel: 416.865.7353 Email: dbish@torys.com</p>
<p>GARDINER ROBERTS LLP Bay Adelaide Centre – East Tower 22 Adelaide Street West, Suite 3600 Toronto, ON M5H 4E3</p> <p>Fax: 416.865.6636</p> <p>Counsel for Crombie Properties and Oxford Properties Group</p>	<p>Michael Citak Tel: 416.865.6706 Email: mcitak@grllp.com</p>

<p>WATSON GOEPEL LLP 1075 W Georgia St Suite 1200 Vancouver, BC V6E 3C9</p> <p>Fax: 604.688.8193</p> <p>Counsel for Country Club Centre Ltd.</p>	<p>Jeremy D. West Tel: 604.642.5684 Email: jwest@watsongoepel.com</p>
<p>1694412 ONTARIO INC. 1051 Upper James Street Suite 200 Hamilton, ON, L9C 3A6</p> <p>Fax: (519) 436-0086</p> <p>Landlord for Downtown Chatham Centre</p>	<p>Kazafi Basra Tel: (519) 351-1271 Email: kazafi@downtownchathamcentre.com</p>
<p>1865099 ONTARIO LIMITED c/o MCCOWAN AND ASSOCIATES LTD. 158 Dunlop Street East Suite 201 Barrie, ON, L4M 1B1</p> <p>Fax: (705) 737-0484</p> <p>Landlord for Suncoast Mall</p>	<p>Heather Knox Tel: (705) 737-1057 Email: HeatherKnox@rogers.com</p>
<p>ANTHEM PARKS WEST LTD. Suite 1100 Bentall IV Box 49200 1055 Dunsmuir Street Vancouver, BC, V7X 1K8</p> <p>Fax: (604) 689-5642</p> <p>Landlord for Parks West Mall and Waneta Plaza</p>	<p>Diana Davidson Tel: (604) 689-3040 Email: ddavidson@anthemproperties.com</p>
<p>ARTIS VICTORIA SQUARE LTD. c/o ARTIS REIT 600 - 220 Portage Avenue Winnipeg, MB, R3C 0A5</p> <p>Fax: (204) 947-0453</p> <p>Landlord for Victoria Square Mall</p>	<p>Brandi Clarke Tel: (204) 947-1250 Email: bclarke@artisreit.com</p>

<p>1540709 ONTARIO LIMITED c/o Fishman Holdings North American Inc. 16775 Yonge Street Suite 300 Newmarket, ON, L3Y 8J4</p> <p>Fax: (416) 733-3686</p> <p>Landlord for Gateway Mall</p>	<p>Sharon Faul Tel: (416) 733-2101 Email: sharon.faul@avisonyoung.com</p>
<p>AVISON YOUNG Sheridan Centre Administration Office 2225 Erin Mills Parkway PO Box 201 Mississauga, ON, L5K 1T9</p> <p>Fax: (905) 822-3528</p> <p>Landlord for Sheridan Centre</p>	<p>Alvaro Gramolini Tel: (905) 822-0344 Email: alvaro.gramolini@avisonyoung.com</p>
<p>ARTIS GTA WEST LTD. 415 Yonge Street Suite 1803 Toronto, ON, M5B 2E7</p> <p>Fax: (416) 585-1163</p> <p>Landlord for Comark / cleo Home Office</p>	<p>Reggie Chan Tel: (647) 264-8644 ext. 309 Email: rchan@artisreit.com</p> <p>Adriano Luciani Tel: (647) 955-3755 ext. 312 Email: aluciani@artisreit.com</p>
<p>BENTALLGREENOAK (CANADA) LP 1055 Dunsmuir #1800 PO Box 49001 Vancouver, ON, V7X 1B1</p> <p>Fax: (604) 661-5055</p> <p>Landlord for Driftwood Mall, Hillside Centre, Parkland Mall, Totem Mall, Village Green Mall, White Oaks Mall</p>	<p>Wayne Popowich Tel: (604) 661-5000 Email: wayne.popowich@bentallgreenoak.com</p>
<p>CAMERON CORPORATION 10180 - 111 th Street Edmonton, AB, T5K 1K6</p> <p>Fax: (780) 424-2288</p> <p>Landlord for South Edmonton Common</p>	<p>Sarb Dhaliwal Tel: (780) 424-8008 Email: sarb@cameron-corporation.com</p>

<p>CAPITOL MANAGEMENT CORP. 340 Sheppard Avenue East Suite 300 Toronto, ON, M2N 3B4</p> <p>Fax: (416) 499-1652</p> <p>Landlord for Meadowlands Entertainment Centre</p>	<p>Robert Kerzner Tel: (416) 499-5011 Email: robert@rkerzner.com</p>
<p>CENTRECORP MANAGEMENT SERVICES LTD. Suite One, 2851 John Street Markham, ON, L3R 5R7</p> <p>Fax: (905) 477-7390</p> <p>Landlord for Lynden Park Mall, Dartmouth Crossing, Edmonton City Centre East, Station Mall</p>	<p>D Kirk Tel: (905) 477-9200 Email: dkirk@centrecorp.com</p>
<p>CGI REALTY ADVISORS LTD. 340 - 1200 West 73rd Avenue Vancouver, BC, V6P 6G5</p> <p>Fax: (604) 263-9036</p> <p>Landlord for Westland Market Mall</p>	<p>Tel: (604) 263-9033 Email: alex@crisallgroup.com</p>
<p>PICCADILLY PLACE MALL INC. c/o COLLIERS MACAULAY NICOLLS INC. #195C, 1151 - 10th Avenue S.W. Salmon Arm, BC, V1E 1T3</p> <p>Fax: (250) 832-0447</p> <p>Landlord for Piccadilly Place Mall</p>	<p>Lori Cymbaluk Tel: (250) 832-0441 Email: lori@piccadillymall.com</p>
<p>CHOICE PROPERTIES REIT 175 Bloor Street East North Tower, Suite 1400 Toronto, ON M4W 3R8</p> <p>Landlord for Swift Current Mall, SmartCentres London North PC, Wheeler Park Power Centre</p>	<p>Ken Siegel Tel: (416) 324-7840 Email: ken.siegel@choicereit.ca</p>

<p>PELLEX HOLDINGS LTD. c/o Crestwell Realty Inc. 6011 No. 3 Road, Suite 120 Richmond, BC, V6Y 2B2</p> <p>Fax: (604) 664-0629</p> <p>Landlord for Tamarack Shopping Centre</p>	<p>John Chasmar Tel: (604) 664-0627 Email: jchasmar@warringtonpci.com</p>
<p>DAVPART INC. 4576 Yonge Street Suite 700 Toronto, ON, M2N 6N4</p> <p>Fax: (416) 222-3013</p> <p>Landlord for Lindsay Square</p>	<p>Jeremy Rakowsky Tel: (416) 222-3010 Email: rakowskyj@davpart.com</p>
<p>EUROPRO (TECUMSEH MALL) LP 310 Wilson Avenue Toronto, ON, M3H 1S8</p> <p>Fax: (416) 638-9974</p> <p>Landlord for Tecumseh Mall</p>	<p>Hope Prozorowicz Tel: (416) 638-9666 Email: hprozorowicz@europro.ca</p>
<p>EUROPRO (LAMBTON MALL) LP Attention: Administration Office 1380 London Road Sarnia, ON, N7S 1P8</p> <p>Fax: (519) 542-8466</p> <p>Landlord for Lambton Mall</p>	<p>Hope Prozorowicz Tel: (519) 542-7784 Email: hprozorowicz@europro.ca</p>
<p>FIRST MILTON SHOPPING CENTRES LIMITED and CALLOWAY REIT (MILTON) INC. c/o FIRST GULF CORPORATION 351 King Street East, 13th Floor Toronto, ON, M5A 0L6</p> <p>Landlord for Milton Crossroads Shopping Centre</p>	<p>Jonathan Weinberg Tel: (416) 773-7067 Email: jweinberg@firstgulf.com</p>

<p>1663321 ONTARIO INC. AND 1414614 ONTARIO INC., THE OTTAWA TRAIN YARDS INC. Suite 100 - 223 Colonnade Road South Ottawa, ON, K2E 7K3</p> <p>Fax: (613) 723-7483</p> <p>Landlord for Ottawa Train Yards</p>	<p>Geoffrey Moore Tel: (613) 723-7490 Email: glmoore@bellnet.ca</p>
<p>GROUPE QUINT 245 Ave Victoria, Suite 801 Westmount, QC, H3Z 2M6</p> <p>Fax: (438) 383-8126</p> <p>Landlord for Cornwall Square</p>	<p>Leo Doucet Tel: (514) 498-4444 Email: ldoucet@groupequint.com</p>
<p>GULF & PACIFIC EQUITIES CORP. Suite 800, 1240 Bay Street Toronto, ON, M5R 2A7</p> <p>Fax: (416)-968-3339</p> <p>Landlord for Tricity Mall</p>	<p>Anthony Cohen Tel: (416) 968-3337 Email: acohen@gpequities.com</p>
<p>160 ELGIN LEASEHOLDS INC. c/o H&R REIT 3625 Dufferin Street, Suite 500 Toronto, ON, M3K 1N4</p> <p>Fax: (416) 398-0040</p> <p>Landlord for Place Bell</p>	<p>Jennette Leyland Tel: (416) 635-7520 Email: jleyland@hr-reit.com</p>
<p>HARVARD DEVELOPMENTS INC. c/o HARVARD PROPERTY MANAGEMENT INC. Suite 2000 - 1874 Scarth Street Regina, SK, S4P 4B3</p> <p>Fax: (306) 584-6416</p> <p>Landlord for Grasslands at Harbour Landing</p>	<p>Melissa Walsh Tel: (306) 584-6400 Email: mwalsh@harvard.ca</p>

<p>JORDAN ENTERPRISES 10720 Cambie Road, Suite 210 Richmond, BC V6X 1K8</p> <p>Landlord for Bootlegger Home Office</p>	<p>Andrew Mass Tel: (604) 821 1818 Email: andrew@jordanenterprises.ca</p>
<p>FOGLER, RUBINOFF LLP 77 King Street West, Suite 3000 P.O. Box 95, TD Centre North Tower Toronto, ON, M5K 1G8</p> <p>Fax: (416) 941-8852</p> <p>Counsel for KCAP Kingston Inc., c/o Knightstone Capital Management Inc. and Doral Holdings Limited and 1540709 Ontario Limited</p>	<p>Larry Winton Tel: (416) 941-8852 Email: lwinton@foglers.com</p> <p>Vern W. DaRe Tel: (416) 941-8852 Email: vdare@foglers.com</p>
<p>MCCOR MANAGEMENT 21 St. Clair Avenue East, Suite 500 Toronto, ON, M4T 1L9</p> <p>Fax: (647) 722-6475</p> <p>Landlord for Mayflower Mall</p>	<p>Brittany Heath Tel: (647) 722-6472 Email: bheath@Mccor.ca</p>
<p>W.E. ROTH CONSTRUCTION LIMITED Unit 8D, 6601-48 Avenue Camrose, AB, T4V 3G8</p> <p>Landlord for Duggan Mall</p>	<p>Victor Roth Tel: (780) 672-7719 Email: rothp@sympatico.ca</p>
<p>NORTHWEST REALTY INC. 406-4190 Lougheed Hwy. Burnaby, BC, V5C 6A8</p> <p>Fax: (604) 299-5239</p> <p>Landlord for Country Club Centre</p>	<p>Ingus Silgailis Tel: (604) 299-7517 Email: ingus@nwproperties.ca</p>

<p>ONE PROPERTY MANAGEMENT LIMITED PARTNERSHIP #2110, 10130- 103 Street NW Edmonton, AB, T5J 3N9</p> <p>Fax: (780) 425-3564</p> <p>Landlord for Emerald Hills Centre</p>	<p>Lisa Miller Tel: (780) 428-0558 x2296 Email: lmiller@oneproperties.com</p>
<p>ORLANDO CORPORATION 6205-B Airport Road Mississauga, ON, L4V 1E3</p> <p>Fax: (905) 677-8694</p> <p>Landlord for Heartland Town Centre</p>	<p>Dan Hyde Tel: (905) 677-5480 Email: hyded@orlandocorp.com</p>
<p>PLAZA GROUP MANAGEMENT LIMITED 98 Main Street Fredericton, NB, E3A 9N6</p> <p>Fax: (506) 451-1802</p> <p>Landlord for The Village and Bedford Commons Plaza</p>	<p>James Petrie Tel: (506) 460-8295 Email: james.petrie@plaza.ca</p>
<p>PRMARIS REIT South Atrium, Suite 525 10333 South Port Road S.W. Calgary, Alberta T2X 3X6</p> <p>- and -</p> <p>26 Wellington Street East, Suite 400 Toronto, ON, M5E 1S2</p> <p>Fax: (416) 640-7697</p> <p>Landlord for Cataraqui Centre, Kildonan Place, Medicine Hat Mall, Peter Pond Shopping Centre, Regent Mall, Sherwood Park Mall, St. Albert Centre, Cataraqui Centre, Orchard Park, Park Place, Place d'Orleans, Stone Road Mall, Sunridge Mall</p>	<p>Mordecai Bobrowsky Tel: 416-642-7851 Email: MBobrowsky@primarisreit.com</p>

<p>PRIME SITE PROPERTIES INC. 1101 West Arthur Street Thunder Bay, ON, P7E 5S2</p> <p>Fax: (807) 473-0385</p> <p>Landlord for Arthur Street Market Place</p>	<p>Adrian Mirabelli Tel: (807) 473-5815 Email: adrian.mirabelli@mirabellicorp.com</p>
<p>QUADREAL 666 Burrard St, Suite 800 Vancouver, BC V6C 2X8</p> <p>Landlord for Bower Place, Cloverdale Mall, Westshore Town Centre, Willowbrook Shopping Centre</p>	<p>Larissa Jacobson Tel: (416) 673-7444 Email: larissa.jacobson@quadreal.com</p>
<p>ROYAL COURTYARDS PROPERTY MANAGEMENT 170 Industrial Parkway North, Unit A-1 Aurora, ON, L4G 4C3</p> <p>Fax: (905) 503-6634</p> <p>Landlord for Windsor Crossing Premium Outlets</p>	<p>Kerry-Lynn Morrison Tel: (905) 503-6633 Email: lease@royalcourtyards.com</p>
<p>SHAPE PROPERTIES (LOUGHEED) CORP. and LTC EQUITIES INC. 2020 One Bentall Centre 505 Burrard Street, Box 206 Vancouver, BC, V7X 1M6</p> <p>Fax: (604) 681-2358</p> <p>Landlord for Lougheed Mall</p>	<p>Kristin Hilts Tel: (604) 681-2378 Email: hilts@shapeproperties.com</p>
<p>STRATHALLEN PROPERTY MANAGEMENT INC. 2 Bloor Street West, Suite 1001 Toronto, ON, M4W 3E2</p> <p>Fax: (416) 922-6667</p> <p>Landlord for Market Mall, Pembroke Mall, Southland Mall</p>	<p>Petr Kafka Tel: (416) 642-6032 Email: pkafka@strathallen.com</p>

<p>TERRACAP MANAGEMENT INC. 100 Sheppard Avenue East, Suite 502 Toronto, ON, M2N 6N5</p> <p>Fax: (416) 222-2772</p> <p>Landlord for Frontier Mall</p>	<p>Dan Forsyth Tel: (416) 222-9345 Ext. 7084 Email: dforsyth@terracap.ca</p>
<p>TRINITY PROPERTY SERVICES INC. 77 Bloor Street West, 16th Floor Suite 1601 Toronto, ON, M5S 1M2</p> <p>Fax: (416) 255-8355</p> <p>Landlord for Northumberland Mall</p>	<p>Andrew Watt Tel: (416) 255-8800 Email: awatt@trinity-group.com</p>
<p>VOISIN DEVELOPMENTS LIMITED 245 The Boardwalk, Suite 303 Waterloo, ON, N2T 0A6</p> <p>Landlord for Sunrise Shopping Centre and The Boardwalk at Ira Needles</p>	<p>Geoffrey Moore Tel: (519) 742-7999 x11 Email: glmoore@bellnet.ca</p>
<p>WARRINGTON PCI MANAGEMENT 1030 West Georgia Street, Suite 300 Vancouver, BC, V6E 2Y3</p> <p>Fax: (604) 688-2328</p> <p>Landlord for Cottonwood Mall</p>	<p>John Chasmar Tel: (604) 602-1887 Email: jchasmar@warringtonpci.com</p>
<p>WEST EDMONTON MALL PROPERTY INC. 8882 - 170 Street West Edmonton Mall - Suite 3000 Edmonton, AB, T5T 4M2</p> <p>Fax: (780) 444-8130</p> <p>Landlord for West Edmonton Mall</p>	<p>Dean Shaben Tel: (780) 444-8100 Email: dean.shaben@wem.ca</p>

<p>WESTCLIFF MANAGEMENT LTD. 600 de Maisonneuve Blvd. West Suite 2600 Montreal, PQ, H3A 3J2</p> <p>Fax: (514) 288-8600</p> <p>Landlord for Corner Brook Plaza</p>	<p>Norma Howieson Tel: (514) 499 - 8300 Email: nhowieson@westcliff.ca</p>
<p>WESTDALE CONSTRUCTION CO. LIMITED Northgate Mall, Administration Office 489 Albert Street North Regina, SK, S4R 3C4</p> <p>Fax: (306) 543-0523</p> <p>Landlord for Northgate Mall</p>	<p>Cecelia Lang Tel: (306) 543-6868 Email: cecelial@westdaleproperties.com</p>
<p>CANADA REVENUE AGENCY Shawinigan – Sud National Verification and Collections Centre 4695 Shawinigan – Sud Boulevard Shawinigan, QC G9P5H9</p>	<p>Fax (Atlantic and Ontario Proceedings) Fax: 1.866.229.0839</p>
<p>DEPARTMENT OF JUSTICE CANADA (ONTARIO) 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Fax: 416.973.0810</p>	<p>Diane Winters Tel: 416.973.3172 Email: diane.winters@justice.gc.ca</p> <p>Rakhee Bhandari Tel: 416.952.8563 Email: Rakhee.bhandari@justice.gc.ca</p>
<p>MINISTRY OF FINANCE (ONTARIO) LEGAL SERVICES BRANCH College Park 11th Floor 777 Bay St, Toronto, ON M5G 2C8</p> <p>Fax: 416.325.1460</p>	<p>Kevin O’Hara Tel: 416.327.8463 Email: kevin.ohara@ontario.ca</p> <p>Shemin Manji Tel: 416.326.0964 Email: shemin.manji@ontario.ca</p>

<p>MINISTRY OF JUSTICE AND ATTORNEY GENERAL (BC) Legal Services Branch 400 - 1675 Douglas Street Victoria, BC V8W 2G5</p> <p>Mailing Address: PO BOX 9289 STN PROV GOVT Victoria, BC V8W 9J7</p> <p>Fax: 250.387.0700</p>	<p>Aaron Welch Tel: 250.356.8589 Email: aaron.welch@gov.bc.ca</p> <p>Revenue and Taxation Group Legal Services Email: AGLSBRevTax@gov.bc.ca</p>
<p>MINISTRY OF FINANCE (ALBERTA) The Tax and Revenue Administration 9811 – 109 Street Edmonton, AB T5K 2L5</p>	<p>Travis Toews, Minister Tel: 780.415.4855 Email: tbf.minister@gov.ab.ca</p> <p>Grant Hunter, Associate Minister Tel: 780.427.0240 Email: associateminister-rtr@gov.ab.ca</p>
<p>MINISTRY OF JUSTICE AND SOLICITOR GENERAL (ALBERTA) Legal Services Peace Hills Trust Tower, 2nd Floor 10011 – 109 Street Edmonton, AB T5J 3S8</p>	<p>General Enquiries Tel: 780.427.2711 Email: ministryofjustice@gov.ab.ca</p>
<p>MANITOBA FINANCE TAXATION DIVISION Room 101-401 York Avenue PO Box 1318 Stn Main Winnipeg, MB R3C 0B2</p>	<p>Email: MBTax@gov.mb.ca</p>

<p>MINISTRY OF FINANCE (MANITOBA) Taxation Division Room 101 Norquay Building 401 York Avenue Winnipeg, MB R3C 0P8</p> <p>Fax: 204-945-6057</p>	<p>Minister's Office Tel: 204.945.3952 E-mail: minfin@leg.gov.mb.ca</p>
<p>DEPARTMENT OF JUSTICE (NOVA SCOTIA) 1690 Hollis Street P.O. Box 7 Halifax, NS B3J 2L6</p> <p>Fax: 902.424.0510</p>	<p>General Enquiries Tel: 902.424.4030 Email: justweb@gov.ns.ca</p> <p>Pamela Branton Tel: 902.424.7244 Email: Pamela.Branton@novascotia.ca</p>
<p>MINISTRY OF FINANCE (NOVA SCOTIA) 1723 Hollis Street P.O. Box 187 Halifax, NS B3J 2N3</p> <p>Fax: 902.424.0635</p>	<p>General Inquiries Email: FinanceWeb@novascotia.ca</p> <p>Denise Dickson Executive Secretary to the Minister Tel: 902.424.5720 Email: Denise.Dickson@novascotia.ca</p>
<p>MINISTRY OF JUSTICE (SASKATCHEWAN) 355 Legislative Building Regina, SK S4S 0B3</p> <p>Fax: 306.787.1232</p>	<p>Minister's Office: Tel: 306.787.5353 Email: jus.minister@gov.sk.ca</p>
<p>DEPARTMENT OF FINANCE (SASKATCHEWAN) 2350 Albert Street Regina, SK S4P 4A6</p> <p>Fax: 306.787.6055</p>	<p>Minister's Office Tel: 306.787.6060 Email: fin.minister@gov.sk.ca</p>

<p>MINISTRY OF THE ATTORNEY GENERAL (NEW BRUNSWICK) Chancery Place Room: 2078 Floor: 2nd P. O. Box 6000 Fredericton, NB E3B 5H1</p> <p>Fax: 506.453.3651 / 506.453.3988</p>	<p>General Tel: 506.462.5100 Email: justice.comments@gnb.ca</p> <p>Minister's Office Tel: 506.453.2690 Email: serge.rousselle@gnb.ca</p>
<p>MINISTRY OF FINANCE (NEW BRUNSWICK) Chancery Place P.O. Box 6000 Fredericton, NB E3B 5H1</p> <p>Fax: 506.457.4989 / 506.457.4989</p>	<p>General Enquiries Tel: 506.453.2451 Email: wwwfin@gnb.ca</p> <p>Minister's Office Tel: 506.444.2627 Email: cathy.rogers@gnb.ca</p>
<p>DEPARTMENT OF JUSTICE AND PUBLIC SAFETY (NEWFOUNDLAND) P.O. Box 8700 St. John's, NL A1B 4J6</p> <p>Fax: 418.729.0469</p>	<p>General Enquiries Tel: 709.729.5942 Email: justice@gov.nl.ca</p> <p>Minister's Office Tel: 418.729.2869 Email: justice@gov.nl.ca</p>
<p>DEPARTMENT OF FINANCE (NEWFOUNDLAND) P.O. Box 8700 Main Floor, East Block Confederation Building St. John's, NL A1B 4J6</p> <p>Fax: 418.729.2232</p>	<p>General Enquiries Tel: 709.729.3166 Email: finance@gov.nl.ca</p> <p>Minister's Office Tel: 418.729.3775 Email: financeminister@gov.nl.ca</p>
<p>LEGGAT NATIONAL LEASING 2207 Fairview St. P.O. Box 369 Burlington, Ontario L7R 3YR</p>	<p>JD Hooper Tel: 905-631-2755 x1211 Email: jhooper@leggat.ca</p>

<p>XEROX CANADA LTD. 20 York Mills Road, Suite 500., Box 700 Toronto, Ontario M2P 2C2</p>	<p>Stephanie Grace Tel: 416-250-3917 Email: Stephanie.Grace@xerox.com</p>
<p>MINDEN GROSS LLP 2200 - 145 King Street West Toronto, ON M5H 4G2</p> <p>Counsel for the Landlords of Pembroke Mall, Southland Mall and Saskatoon Market Mall</p>	<p>Timothy R. Dunn (LSO #: 34249I) Tel: 416-369-4335 Fax: 416-864-9223 Email: tdunn@mindengross.com</p> <p>Stephen Skorbinski (LSO # 78208Q) Tel: 416-369-4286 Fax: 416-864-9223 Email: sskorbinski@mindengross.com</p>

Electronic Service List:

tsandler@osler.com; jmacdonald@osler.com; ksachar@osler.com; mcalvaruso@osler.com; samcleod@osler.com; jkanji@osler.com; rchadwick@goodmans.ca; boneill@goodmans.ca; bwiffen@goodmans.ca; dmcintosh@alvarezandmarsal.com; ahutchens@alvarezandmarsal.com; jnevsky@alvarezandmarsal.com; jip@alvarezandmarsal.com; harvey@chaitons.com; lhiebert@blg.com; ewang@blg.com; AMacFarlane@blg.com; lgalessiere@clegal.ca; jwuthmann@clegal.ca; dbish@torys.com; mcitak@grllp.com; jwest@watsongoepel.com; kazafi@downtownchathamcentre.com; HeatherKnox@rogers.com; ddavidson@anthemproperties.com; bcclarke@artisreit.com; sharon.faul@avisonyoung.com; alvaro.gramolini@avisonyoung.com; rchan@artisreit.com; aluciani@artisreit.com; wayne.popowich@bentallgreenoak.com; sarb@cameron-corporation.com; robert@rkerzner.com; dkirk@centrecorp.com; alex@crisallgroup.com; lori@piccadillymall.com; ken.siegel@choicereit.ca; jchasmar@warringtonpci.com; rakowskyj@davpart.com; smb@seawaymall.com; hprozorowicz@europro.ca; jweinberg@firstgulf.com; glmoore@bellnet.ca; ldoucet@groupequint.com; acohen@gpequities.com; jleyland@hr-reit.com; mwalsh@harvard.ca; andrew@jordanenterprises.ca; lwinton@foglers.com; vdare@foglers.com; bheath@Mccor.ca; rothp@sympatico.ca; ingus@nwproperties.ca; lmiller@oneproperties.com; hyded@orlandocorp.com; james.petrie@plaza.ca; MBobrowsky@primarisreit.com; adrian.mirabelli@mirabellcorp.com; larissa.jacobson@quadreal.com; lease@royalcourtyards.com; hilts@shapeproperties.com; pkafka@strathallen.com; dforsyth@terracap.ca; awatt@trinity-group.com; glmoore@bellnet.ca; jchasmar@warringtonpci.com; dean.shaben@wem.ca; nhowieson@westcliff.ca; cecelial@westdaleproperties.com; diane.winters@justice.gc.ca; Rakhee.bhandari@justice.gc.ca; kevin.ohara@ontario.ca; shemin.manji@ontario.ca; aaron.welch@gov.bc.ca; AGLSBRevTax@gov.bc.ca; tbf.minister@gov.ab.ca; associateminister-rtr@gov.ab.ca; ministryofjustice@gov.ab.ca; MBTax@gov.mb.ca; minfin@leg.gov.mb.ca; justweb@gov.ns.ca; Pamela.Branton@novascotia.ca; FinanceWeb@novascotia.ca; Denise.Dickson@novascotia.ca; jus.minister@gov.sk.ca; fin.minister@gov.sk.ca; justice.comments@gnb.ca; serge.rousselle@gnb.ca; wwwfin@gnb.ca; cathy.rogers@gnb.ca; justice@gov.nl.ca; finance@gov.nl.ca; financeminister@gov.nl.ca; jhooper@leggat.ca; Stephanie.Grace@xerox.com; tdunn@mindengross.com; sskorbinski@mindengross.com

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TAB 1

Court File No. CV-20-00642013-00CL

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC. AND
RICKI'S FASHIONS INC.

APPLICANTS

NOTICE OF MOTION
(Motion for Sale Approval)

The Applicants, Comark Holdings Inc. ("**Comark**"), Ricki's Fashions Inc. ("**Ricki's**"), cleo fashions Inc. ("**cleo**"), and Bootlegger Clothing Inc. ("**Bootlegger**", and collectively with Comark, Ricki's and cleo, the "**Applicants**" or the "**Comark Group**") will make a motion before the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) on July 13, 2020 at 9:00 a.m., or as soon after that time as the motion can be heard by judicial videoconference via Zoom at Toronto, Ontario. The videoconference details are appended at Schedule "A" of this motion. Please inform Sarah McLeod at samcleod@osler.com if you intend to appear at the motion by not later than 5 p.m. on July 10, 2020.

PROPOSED METHOD OF HEARING: The motion is to be heard via videoconference.

THE MOTION IS FOR:

1. A Sale Approval Order substantially in the form attached at Tab 3 of the Motion Record, *inter alia*:

- (a) approving the Purchase Agreement (the “**Purchase Agreement**”) entered into on July 7, 2020 between 9383921 Canada Inc. (“**ParentCo**”), the Comark Entities, and 12132958 Canada Ltd., a wholly-owned subsidiary of ParentCo, as buyer (the “**Purchaser**”) and the transactions contemplated thereby (the “**Transactions**”);
- (b) abridging the time for service of the Notice of Motion and the Motion Record and dispense with further service thereof;
- (c) adding 11909509 Canada Inc. (“**ExcludedCo**”), a company incorporated under the laws of Canada by and as a wholly-owned subsidiary of Comark, as an Applicant in these CCAA proceedings in order to effectuate the Transactions;
- (d) transferring and vesting all of the Comark Entities’ right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in ExcludedCo;
- (e) transferring all of the Excluded Liabilities (as defined in the Purchase Agreement) to ExcludedCo and releasing and discharging the Comark Entities from and in respect of the Excluded Liabilities;
- (f) releasing and discharging the Retained Assets (as defined in the Purchase Agreement) of the Comark Entities of all claims and encumbrances other than the Retained Liabilities (as defined in the Purchase Agreement);

- (g) transferring and vesting all of ParentCo's right, title and interest in and to the Purchased Shares and the Vendor Secured Debt (as defined below) in and to the Purchaser;
 - (h) approving the amalgamation of the Purchaser and Comark;
 - (i) releasing the current directors, officers, employees and advisors of the Comark Entities, the Purchaser and ParentCo, the directors and officers of ExcludedCo, and the Monitor and its legal counsel, and CIBC (defined below) and its legal counsel from any claims in respect of actions or dealings undertaken pursuant to the Sale Approval Order or arising in connection with the Purchase Agreement or the completion of the Transactions;
 - (j) discharging the Comark Entities as Applicants to these CCAA proceedings;
 - (k) authorizing ExcludedCo to file an assignment in bankruptcy; and
 - (l) terminating these CCAA proceedings and discharging and releasing the Monitor at the CCAA Termination Time (as defined in the Purchase Agreement);
2. Such further and other relief as counsel may advise and as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

3. On June 3, 2020, the Applicants applied for and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA")

pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Initial Order**”);

4. Among other things, the Initial Order (a) appointed Alvarez & Marsal Canada Inc. (“**A&M**”) to act as the monitor in the CCAA proceedings (in that capacity, the “**Monitor**”); (b) granted the Administration Charge and the Directors’ Charge (both as defined in the Initial Order) on all of the assets and property of the Applicants (the “**Property**”); and (c) granted a stay of proceedings until June 11, 2020, or such later date as the Court may order;

5. On June 11, 2020, the Court granted an Amended and Restated Initial Order which, among other things: (i) approved a debtor-in-possession loan facility (the “**DIP Facility**”) provided by the Canadian Imperial Bank of Commerce (“**CIBC**”, and in its capacity as lender under the DIP Facility, the “**DIP Lender**”); (ii) granted a charge over the property of the Applicants in favour of the DIP Lender (the “**DIP Lender’s Charge**”); (iii) approved certain sale guidelines with respect to the liquidation of the inventory and furniture, fixtures & equipment of certain of the Applicants’ closing stores (the “**Sale Guidelines**”); (iv) increased the quantum of the Administration Charge and the Directors’ Charge; and (v) extended the stay of proceedings to August 15, 2020;

6. Also on June 11, 2020, the Court granted an Order (the “**SISP Order**”) approving a sale and investor solicitation process to solicit potential sale, investment and liquidation transactions in respect of the Applicants and their business and assets (the “**SISP**”);

Approval of the Purchase Agreement

7. The Applicants are seeking the Sale Approval Order approving the Purchase Agreement, whereby the Purchaser, a wholly-owned subsidiary of ParentCo, will acquire substantially all of

the operations of the Comark Entities. The Purchase Agreement is the only viable, going concern transaction for the Comark Entities' business developed in the SISP;

8. ParentCo is essentially credit bidding its secured indebtedness as part of the Transactions, which have been structured as a share sale in order to preserve tax losses for the future business. Pursuant to the Purchase Agreement and the Transactions, the Purchaser will, among other things, (i) acquire all of the outstanding 10,000,000 common shares in the authorized capital of Comark from ParentCo as well as the secured debt owed by Comark to ParentCo (the “**Vendor Secured Debt**”) (ii) repay in full the obligations outstanding under the CIBC Credit Facility and the DIP Facility (both as defined in the Purchase Agreement) and (iii) amalgamate with Comark, thereby extinguishing the Vendor Secured Debt. Upon completion of the Transactions, the amalgamated corporation will own all of the outstanding shares of each of Ricki's, cleo and Bootlegger;

9. The Applicants, with the approval of the Monitor and the DIP Lender, selected the Purchase Agreement as the Successful Bid pursuant to the SISP. The Purchase Agreement is the only going concern alternative available to the Applicants, provides for the complete repayment of the indebtedness outstanding on the closing date under the CIBC Credit Facility and the DIP Facility, and, in the view of the Applicants, is the best transaction in the circumstances;

10. The Applicants are seeking to implement the Purchase Agreement on an expedited basis in a manner that maintains the Comark Entities' business on a going concern basis and addresses the urgent liquidity needs of the Applicants. The Transactions are supported by ParentCo and CIBC, which have the primary economic interest in the proceeds, and the Monitor. The parties are seeking to complete the Transactions by no later than August 7, 2020;

11. Substantially all of the proceeds from the Transactions will be used to repay obligations of its secured creditors, CIBC and ParentCo, both of which are supportive of the Transactions;

12. A speedy completion of the Transactions is vital to the future viability of the business, as the Applicants urgently require an injection of cash to make inventory purchases for the coming fall and holiday shopping season. As the Applicants' ability to place inventory orders is limited while they remain in these CCAA proceedings, the proposed Transactions must be completed and exit financing obtained in order for the business to be able to order the quantities of inventory required to sustain the going concern business;

13. The proposed Sale Approval Order also provides for a full and final release of (i) the current directors, officers, employees, legal counsel and advisors of the Applicants, the Purchaser and ParentCo; (ii) the directors and officers of ExcludedCo; (iii) the Monitor and its legal counsel; and (iv) CIBC and its legal counsel, from any and all present and future claims, liabilities, demands, etc. based in whole or in part on any act or omissions, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate, undertaken or completed pursuant to the terms of the Sale Approval Order and/or arising in connection with the Purchase Agreement or completion of the Transactions;

14. This structure is necessary to complete the best transaction available to the Applicants in the time frame necessary to best ensure that the Applicants are able to continue as a going concern. Moreover, it right-sizes the Applicants' balance sheet debt and provides lease expenditure that are manageable in the current market conditions. Any other transaction structure that does not enable a timely and efficient closing while achieving these restructuring objectives would undermine the future viability of the business as a going concern;

Termination of the CCAA Proceeding

15. It is anticipated that the Transactions contemplated by the Purchase Agreement will close and the liquidation sale with respect to the Closing Stores will be completed by August 7, 2020. As such, the Applicants are seeking an Order authorizing ExcludedCo (or the Monitor on its behalf) to file an assignment into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) at such time as it determines is necessary or desirable to do so;

16. The Sale Approval Order authorizes the Monitor to file the bankruptcy assignment for and on behalf of ExcludedCo and to act as trustee in bankruptcy in respect of ExcludedCo;

17. Pursuant to the Sale Approval Order, the estimated costs of the bankruptcy of ExcludedCo shall be paid to the Monitor, who will provide same to A&M, once appointed as trustee in bankruptcy of ExcludedCo, in connection with the anticipated fees and disbursements of the bankruptcy trustee and its counsel relating to such BIA proceedings;

18. It is anticipated that ExcludedCo will file an assignment into bankruptcy on or shortly after the closing of the Transactions;

19. The proposed Sale Approval Order provides that the CCAA proceedings will be terminated as of the date of any assignment into bankruptcy of ExcludedCo;

20. Sections 2(1), 3(1), 11, 23 and 36 of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and sections 2(1) and 65.13 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

21. Rules 1.04, 1.05, 2.03, 3.02, 16, 37 and 39 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended; and

22. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

23. The Third Affidavit of Gerald Bachynski sworn July 7, 2020 and the exhibits thereto;

24. The Second Report of the Monitor, to be filed; and

25. Such further and other evidence as counsel may advise and this Court may permit.

July 7, 2020

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Tracy C. Sandler – LSO# 32443N
Tel: 416.862.5890 / Email: tsandler@osler.com

John MacDonald – LSO# 25884R
Tel: 416.862.5672 / Email: jmacdonald@osler.com

Karin Sachar – LSO# 59944E
Tel: 416.862.5949 / Email: ksachar@osler.com

Martino Calvaruso – LSO# 57359Q
Tel: 416.862.6665 / Email: mcalvaruso@osler.com
Fax: 416.862.6666

Counsel for the Applicants

TO: **SERVICE LIST**

- 10 -

Schedule "A"

Join Zoom Meeting

<https://us02web.zoom.us/j/82210661824?pwd=UUxNYnRkVU1nWFhxVjRkNlFVNWJKdz09>

Meeting ID: 822 1066 1824

Password: 191030

One tap mobile

+15873281099,,82210661824#,,,0#,,191030# Canada

+16473744685,,82210661824#,,,0#,,191030# Canada

Dial by your location

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

Meeting ID: 822 1066 1824

Password: 191030

Find your local number: <https://us02web.zoom.us/j/82210661824?pwd=UUxNYnRkVU1nWFhxVjRkNlFVNWJKdz09>

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at: TORONTO

NOTICE OF MOTION
(Motion for Sale Approval)

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Tracy C. Sandler – LSO# 32443N
Tel: 416.862.5890 / Email: tsandler@osler.com

John MacDonald – LSO# 25884R
Tel: 416.862.5672 / Email: jmacdonald@osler.com

Karin Sachar – LSO# 59944E
Tel: 416.862.5949 / Email: ksachar@osler.com

Martino Calvaruso – LSO# 57359Q
Tel: 416.862.6665 / Email: mcalvaruso@osler.com
Fax: 416.862.6666

Lawyers for the Applicants

TAB 2

Court File No. CV-20-00642013-00CL

Ontario
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC. AND
RICKI'S FASHIONS INC.

APPLICANTS

THIRD AFFIDAVIT OF GERALD BACHYNSKI
(Sworn July 7, 2020)

I, Gerald Bachynski, of the Town of Oakville, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the President of Comark Holdings Inc. ("**Comark**") and have held this position since May 25, 2020. I am also the Chief Executive Officer ("**CEO**") of Ricki's Fashions Inc. ("**Ricki's**"), cleo fashions Inc. ("**cleo**") and Bootlegger Clothing Inc. ("**Bootlegger**") (together with Comark, the "**Applicants**" or the "**Comark Entities**") and have held these roles for the past five years. I previously held the position of Vice President of Comark. I was the President and CEO of Comark's predecessor corporation, Comark Inc., when 9383921 Canada Inc. ("**ParentCo**") purchased the Comark business in July 2015. Prior to becoming the President and CEO of Comark Inc. in 2008, I held the position of President of Ricki's for almost 20 years. In my current role, I am part of senior management leading the operational and financial restructuring of Comark and its subsidiaries.

2. In my role as President of Comark and CEO of the other three Applicants, I have personal knowledge of the matters deposed to in this Affidavit. Where I have relied on other sources for information, I have specifically referred to such sources and believe them to be true. In preparing this Affidavit, I have consulted with legal, financial and other advisors to the Applicants, other members of the senior management teams of the Applicants, and the Monitor (defined below). Unless otherwise indicated, all amounts in this affidavit are in Canadian dollars.

3. I make this affidavit in support of a motion brought by the Applicants for an Order (the “**Sale Approval Order**”), among other things, approving the Purchase Agreement (the “**Purchase Agreement**”) entered into on July 7, 2020 between ParentCo, the Comark Entities, and 12132958 Canada Ltd., a wholly-owned subsidiary of ParentCo, as buyer (the “**Purchaser**”) and the transactions contemplated thereby (the “**Transactions**”). ParentCo is essentially credit bidding its secured indebtedness as part of the Transactions, which have been structured as a share sale in order to preserve tax losses for the future business. Pursuant to the Purchase Agreement and the Transactions, the Purchaser will, among other things, (i) acquire all of the outstanding 10,000,000 common shares in the authorized capital of Comark (the “**Purchased Shares**”) from ParentCo as well as the secured debt owed by Comark to ParentCo (the “**Vendor Secured Debt**”) (ii) repay in full the obligations outstanding under the CIBC Credit Facility and the DIP Facility (both as defined in the Purchase Agreement) and (iii) amalgamate with Comark, thereby extinguishing the Vendor Secured Debt. Upon completion of the Transactions, the amalgamated corporation will own all of the outstanding shares of each of Ricki’s, cleo and Bootlegger.

4. In addition to approving the Purchase Agreement and the Transactions, the proposed Sale Approval Order will:

- (a) abridge the time for service of the Notice of Motion and the Motion Record and dispense with further service thereof;
- (b) add 11909509 Canada Inc. (“**ExcludedCo**”), a company incorporated under the laws of Canada by and as a wholly-owned subsidiary of Comark, as an Applicant in these CCAA proceedings in order to effectuate the Transactions;
- (c) transfer and vest all of the Comark Entities’ right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in ExcludedCo;
- (d) transfer all of the Excluded Liabilities (as defined in the Purchase Agreement) to ExcludedCo and release and discharge the Comark Entities from and in respect of the Excluded Liabilities;
- (e) release and discharge the Retained Assets (as defined in the Purchase Agreement) of the Comark Entities of all claims and encumbrances other than the Retained Liabilities (as defined in the Purchase Agreement);
- (f) transfer and vest all of ParentCo’s right, title and interest in and to the Purchased Shares and the Vendor Secured Debt (as defined in the Purchase Agreement) in and to the Purchaser, free and clear of all claims and encumbrances;
- (g) approve the amalgamation of the Purchaser and Comark;
- (h) release the current directors, officers, employees and advisors of the Comark Entities, the Purchaser and ParentCo, the directors and officers of ExcludedCo, the Monitor and its legal counsel and CIBC and its legal counsel from any claims in

respect of actions or dealings undertaken pursuant to the Sale Approval Order or arising in connection with the Purchase Agreement or the completion of the Transactions;

- (i) discharge the Comark Entities as Applicants to these CCAA proceedings;
- (j) authorize ExcludedCo (or the Monitor, on ExcludedCo's behalf) to file an assignment in bankruptcy, the costs of which will be funded by the Purchaser pursuant to the Purchase Agreement; and
- (k) terminate these CCAA proceedings and discharge and release the Monitor at the CCAA Termination Time (as defined in the Purchase Agreement).

5. The Purchase Agreement is the only viable, going concern transaction for the Comark Entities' business resulting from the SISP (as defined below).

6. The Applicants are seeking to implement the Purchase Agreement on an expedited basis in a manner that maintains the Comark Entities' business on a going concern basis and addresses the urgent liquidity needs of the Applicants. The Transactions are supported by ParentCo and CIBC (defined below), which have the primary economic interest in the proceeds, and by the Monitor. The parties are seeking to complete the Transactions by no later than August 7, 2020.

A. Background

7. On June 3, 2020, the Applicants applied for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the

“CCAA”) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Initial Order**”).

8. Among other things, the Initial Order (a) appointed Alvarez & Marsal Canada Inc. (“**A&M**”) to act as the monitor in the CCAA proceedings (in that capacity, the “**Monitor**”); (b) granted the Administration Charge and the Directors’ Charge (both as defined in the Initial Order) on all of the assets and property of the Applicants (the “**Property**”); and (c) granted a stay of proceedings until June 11, 2020, or such later date as the Court may order.

9. On June 11, 2020, the Court granted an Amended and Restated Initial Order which, among other things: (i) approved a debtor-in-possession loan facility (the “**DIP Facility**”) provided by the Canadian Imperial Bank of Commerce (“**CIBC**”, and in its capacity as lender under the DIP Facility, the “**DIP Lender**”); (ii) granted a charge over the property of the Applicants in favour of the DIP Lender (the “**DIP Lender’s Charge**”); (iii) approved certain sale guidelines with respect to the liquidation of the inventory and furniture, fixtures & equipment of certain of the Applicants’ closing stores (the “**Sale Guidelines**”); (iv) increased the quantum of the Administration Charge and the Directors’ Charge; and (v) extended the stay of proceedings to August 15, 2020.

10. Also on June 11, 2020, the Court granted an Order (the “**SISP Order**”) approving a sale and investor solicitation process to solicit potential sale, investment and liquidation transactions in respect of the Applicants and their business and assets (the “**SISP**”).

11. Further information with respect to the Comark Entities and these proceedings is provided in the affidavits I swore on June 2, 2020 (the “**First Bachynski Affidavit**”) and June 9, 2020 (the “**Second Bachynski Affidavit**”). Additional information is available on the Monitor’s Website at:

<http://www.alvarezandmarsal.com/comarkholdings>.

B. Update Regarding the Comark Entities' Operations

12. Since the Second Bachynski Affidavit was sworn, the Applicants have, with the assistance of the Monitor: (i) successfully negotiated with their retail landlords to amend the vast majority of their leases; (ii) taken steps to implement the SISP, identify and select a successful bid, and negotiate definitive documents (as described below), in each case in consultation with the DIP Lender and the Monitor; and (iii) communicated with various stakeholders of the Applicants regarding the CCAA proceedings and the Transactions.

(a) Retail Stores

13. Since the Amended and Restated Initial Order was granted, the Applicants have continued to gradually reopen stores that were shut down as a result of the COVID-19 pandemic as provinces began to permit certain stores to re-open on various timelines. As of the date of the swearing of this Affidavit, approximately 308 of the Applicants' 310 stores have been reopened with the remaining 2 stores scheduled to be reopened in the coming days.

14. As set out in the First Bachynski Affidavit, the Applicants, in consultation with the Monitor, determined at the outset of the CCAA proceedings that nine of the Applicants' stores (the "**Initial Closing Stores**") needed to be closed and the inventory liquidated immediately in order to improve cash flows. The Initial Closing Stores are now closed. Since the date of the Second Bachynski Affidavit, the Applicants, in consultation with the Monitor, have issued notices to disclaim leases and commenced liquidation sales at an additional 20 stores (the "**Additional Closing Stores**"), which stores were either identified as underperforming or subject to leases where agreement could not be reached with the landlord in question as part of the overall landlord negotiations.

15. In total, it is currently anticipated that the Applicants are closing 29 stores (the “**Closing Stores**”), which are anticipated to be finished liquidation sales and closed by July 31, 2020. The liquidation sales at the Closing Stores have been, and will continue to be, conducted in a manner consistent with the Court-approved Sale Guidelines.

(b) Employees

16. The vast majority of the Applicants’ employees – including all store-based employees – were laid off on or about March 20, 2020 as a result of retail store closures due to the COVID-19 pandemic. Many of the Applicants’ store-based employees who were previously laid off have now begun to work again as the Applicants’ stores re-open.

17. As noted in my affidavit sworn on June 9, 2020, the Applicants previously sent termination letters to 55 of their employees who worked at the Initial Closing Stores. As of the date of swearing this affidavit, the Applicants have sent termination letters by email to an additional approximately 96 employees who work at the Additional Closing Stores. The Termination Letters provided the employees with advance written notice of termination and confirmed that their employment would cease effective on or before July 31, 2020. Many of these employees have been assisting with inventory liquidation at the Additional Closing Stores while on working notice, but no employee has been required to return to work if on an approved leave of absence.

18. The Applicants have commenced issuing additional termination letters to certain of their non-store level employees as part of the continued operational streamlining of the business.

(c) **Landlords**

19. Following the granting of the Amended and Restated Initial Order and SISP Order on June 11, 2020, the Applicants continued discussions with the retail landlord stakeholder group regarding the future of their business and the extent of the landlords' support. In particular, the Applicants discussed the standardized letter agreement sent to retail landlords following the granting of the Initial Order setting out the economic concessions and lease amendments needed by the Applicants in order to achieve and support a restructured business (the "**Rent Restructuring Plan**"). The effectiveness of the Rent Restructuring Plan was conditional on a critical mass of landlords signing back their respective letter agreements on or before June 19, 2020.

20. The Applicants, in consultation with the Monitor, have successfully negotiated revised leases for 281 of the Applicants' 310 stores. The Applicants received fully executed term sheets with respect to the vast majority of the renegotiated leases by July 6, 2020 and anticipates receiving the remaining executed term sheets in short order. Each of the executed term sheets provides that the landlords consent to a change in control in the event that the Applicants' business is sold by way of a sale of shares, as contemplated by the Purchase Agreement.

21. In addition to engaging in discussions with their retail landlords, the Applicants have engaged in discussions with the landlords for their office space in Vancouver and Mississauga. As part of the streamlining of the Applicants' business, on July 7, 2020 these leases were disclaimed on a consensual basis.

22. The Monitor has been extensively involved in the discussions between the Applicants and their landlords and the DIP Lender has been kept apprised of these discussions. The Applicants,

with the assistance of the Monitor, will continue to engage with landlords regarding the implementation of the Transactions and any further developments in these CCAA proceedings.

C. SISP

23. As mentioned above, the Court approved the SISP pursuant to the SISP Order. The purpose of the SISP was to seek out proposals for the acquisition of, investment in, or liquidation of, the Applicants or their business and assets, and to implement one or a combination of such proposals, including a potential sale of the business as a going-concern.

24. Immediately following the commencement of these CCAA proceedings, the Applicants, in consultation with the Monitor, developed and distributed a non-disclosure agreement (“**NDA**”) and a Teaser Letter describing the SISP to potential bidders (including local and international strategic and financial parties). Interested parties were also afforded an opportunity to access an electronic data room of due diligence information and discuss the business operations with management of the Applicants. In total:

- (a) 25 parties were sent the Teaser Letter and NDA;
- (b) 3 NDAs were executed by 1 strategic party and 2 joint ventures of potential liquidators; and
- (c) 2 parties accessed the Applicants’ dataroom.

25. Pursuant to the SISP, Phase 1 Qualified Bidders that wished to pursue a potential transaction were required to submit non-binding letters of intent (“**LOIs**”) to the Monitor by June 22, 2020 (the “**Phase 1 Bid Deadline**”), which was also the date by which ParentCo was to deliver

an executed copy of the Purchase Agreement. By the Phase 1 Bid Deadline, the Applicants and the Monitor had received two liquidation proposals. The Applicants did not receive any LOIs seeking to purchase or invest in the Applicants' business.

26. Given the timing of receipt of executed term sheets from landlords with respect to the renegotiated leases and the fact that no LOIs for going concern transactions were submitted by the Phase 1 Bid Deadline, the deadline for ParentCo to deliver the executed copy of the Purchase Agreement was extended to July 7, 2020.

27. On July 7, 2020, ParentCo delivered an executed copy of the Purchase Agreement, setting out the terms upon which it would be willing to complete a going concern transaction in respect of substantially all of the Applicants' business or property (the "**ParentCo Bid**"). Such Purchase Agreement was irrevocable and open for acceptance until the selection of the Successful Bidder and was consistent with the term sheet (the "**ParentCo Term Sheet**") delivered by ParentCo to the Applicants on June 9, 2020.

28. The Applicants, in consultation with the Monitor and the DIP Lender, have concluded that the ParentCo Bid and the Purchase Agreement are financially more advantageous than the two liquidation proposals. Additionally, the Purchase Agreement maintains the business as a going-concern, offers the possibility of continued employment to the majority of the Applicants' employees and potentially preserves key supplier and customer relationships. Given the financial advantages of the ParentCo Bid and the Purchase Agreement, as well as the benefits of completing a going-concern transaction, the Applicants, in consultation with the Monitor and the DIP Lender, concluded that Phase 2 of the SISP was not necessary.

29. The Applicants, with the approval of the Monitor and the DIP Lender, therefore selected the Purchase Agreement as the Successful Bid pursuant to the SISP. The Purchase Agreement is the only going concern alternative available to the Applicants, provides for the complete repayment of the indebtedness outstanding on the closing date under the CIBC Credit Facility and the DIP Facility, and, in the view of the Applicants, is the best transaction in the circumstances.

D. The Purchase Agreement

30. The Applicants are seeking the Sale Approval Order approving the Purchase Agreement, whereby the Purchaser, a wholly-owned subsidiary of ParentCo, will acquire substantially all of the operations of the Comark Entities through, among other things: (i) a purchase of all issued and outstanding shares of Comark and the Vendor Secured Debt; (ii) the transfer to ExcludedCo of certain property, agreements and liabilities of, and certain claims and encumbrances against, the Comark Entities that the Purchaser has determined not to retain; and (iii) a subsequent amalgamation of the Purchaser with Comark.

31. A copy of the Purchase Agreement is attached to this affidavit as **Exhibit A**. All capitalized terms used in this subsection that are not otherwise defined in this affidavit shall have the meanings given to them in the Purchase Agreement.

32. The Purchase Agreement provides for, among other things, the following:

- (a) Certain assets set out in the Purchase Agreement (the “**Excluded Assets**”) will be transferred to and vested in ExcludedCo upon the closing of the Transactions, including:

- (i) Excluded Contracts (including Excluded Leases and other Excluded Contracts as listed in Schedule 1.1(a) and 1.1(b) of the Purchase Agreement); and
 - (ii) Any assets that are added to the Excluded Assets pursuant to Section 2.7 of the Purchase Agreement.
- (b) All liabilities other than the Retained Liabilities (the “**Excluded Liabilities**”) will be transferred to ExcludedCo upon the closing of the Transactions, including liabilities:
 - (i) for Employee Costs, wages, vacation pay, employee benefits or other Claims owing by any Comark Entity to any Excluded Employee as designated in writing by the Purchaser to the Vendor and the Comark Entities on or prior to the date of the Purchase Agreement or pursuant to section 2.7 of the Purchase Agreement (provided that certain obligations in respect of Excluded Employees relating to wages, vacation pay and other amounts with legal priority constitute Priority Claims for purposes of the Purchase Agreement);
 - (ii) arising from or in connection with the conduct of the Business, the operation of the Retained Assets, or the use of the Leased Real Property prior to the Closing Time (other than those liabilities specifically included in Retained Liabilities), including any Claims from Employees relating to events or circumstances occurring prior to the Closing Time;
 - (iii) arising from, in connection with or otherwise accruing before or after the Effective Time relating to any Excluded Contract;
 - (iv) arising from or in connection with any Excluded Assets; and
 - (v) that are added as Excluded Liabilities pursuant to Section 2.7 of the Purchase Agreement;
- (c) All of the Comark Entities’ properties, assets and rights other than the Excluded Assets (the “**Retained Assets**”) will be released and discharged from all Claims and Encumbrances (other than the Permitted Encumbrances);
- (d) The Comark entities shall retain all of the Retained Liabilities (as set out in the Purchase Agreement), including Liabilities for: (i) wages, vacation pay and Benefit

Plans owing to any Retained Employee; (ii) arising from the performance of the Retained Contracts after the Effective Time or the Retained Leases (as amended) accruing to and after closing; (iii) gift cards, loyalty programs and charitable donations; (iv) under the master services agreement and certain offices leases with Parian; (v) under the Vendor Debt Secured Documents; (vi) under the CIBC Secured Debt Documents; (vii) any Taxes accruing to and after closing; and (viii) the Priority Claims that are not otherwise paid out on closing (pursuant to section 3.2 of the Purchase Agreement).

- (e) All of the ParentCo's right, title and interest in and to the Purchased Shares and the Vendor Secured Debt shall vest absolutely and exclusively in, and to the extent applicable, be transferred to and assumed by the Purchaser free and clear of any and all Claims and Encumbrances and, for greater certainty, any and all Claims and Encumbrances affecting or relating to the Purchased Shares or the Vendor Secured Debt shall be and are forever released, expunged and discharged;
- (f) The Purchaser will pay the following consideration and make the following payments (the "**Purchase Consideration**") as follows:
 - (i) The Purchaser will pay \$1.00, plus \$65,000 as the estimated costs of the bankruptcy of ExcludedCo (the "**Bankruptcy Costs**"), in cash on the closing of the transactions (the "**Share Purchase Price**");
 - (ii) The Purchaser will pay the fair market value of the Vendor Secured Debt that is outstanding as of the closing of the Transactions - estimated to be the principal amount of the Vendor Secured Debt of \$25.4 million (the "**Debt Purchase Price**");

- (iii) The Purchaser shall cause the indebtedness outstanding on the closing date under the CIBC Credit Facility and the DIP Facility (the “**CIBC Secured Debt**”) to be repaid by wire transfer to CIBC on the closing date of the Transactions; and
- (iv) The Purchaser shall cause the Priority Claims to be paid, assumed or otherwise satisfied, including: (a) amounts secured by the Administration Charge and the Directors’ Charge; (b) Claims in respect of wages, vacation pay, or any other employment-related obligation subject to director liability under applicable Law owing by any Comark Entity to, or arising in connection with, any Excluded Employee; (c) Claims incurred by the Comark Entities for goods and services provided to the Comark Entities from and after the Filing Date that are not otherwise Retained Liabilities (other than, for greater certainty, any such Claims relating to Leases); and (d) any other claim ranking in priority to the Vendor Secured Debt (the “**Priority Claims Payment**”).
- (g) In order to satisfy the Priority Claims Payment, on the closing date the Purchaser shall, on behalf of the Comark Entities, pay or the Comark Entities shall pay, to the persons entitled to be paid the Priority Claims, the amounts necessary to satisfy the Priority Claims payable to such persons, provided that, the Purchaser and any such person may agree, with the consent of the Monitor, that any such person’s Priority Claim may be assumed by the Purchaser and/or the Comark Entities or satisfied other than with the payment in full of such Priority Claim on the closing date. Upon payment of the Priority Claims, the Priority Claims shall be and are forever released, expunged and discharged as against the Retained Assets, the Comark Entities, and the Purchased Shares.

- (h) The Purchaser and Comark will amalgamate and will be deemed to have amalgamated with the same effect as if Section 186 of the *Canada Business Corporations Act* (“CBCA”) was applicable thereto such that the Purchaser and Comark shall continue as one amalgamated corporation under the CBCA (the “**Amalgamation**”);

33. At any time on or prior to the day that is one day prior to the closing date, the Purchaser may, by giving notice to the Vendor and the Monitor, elect to:

- (a) exclude any assets or properties of any Comark Entity from the Excluded Assets, and add such assets or properties to the Retained Assets;
- (b) exclude any contract from the Excluded Contracts, including any Leases that are amended to the satisfaction of the Purchaser, and add such contracts to the Retained Contracts;
- (c) exclude any liability from the Excluded Liabilities and add such liability to the Retained Liabilities; and
- (d) designate any employee as a Retained Employee.

Any changes made by the Purchaser as set out above will not change the Purchase Consideration.

34. As a result of the repayment of the CIBC Secured Debt, the CIBC Secured Debt will be irrevocably and finally extinguished and cancelled and all Claims and Encumbrances relating to the CIBC Secured Debt, including the DIP Lender’s Charge and in respect of the Purchased Shares, will be released and forever discharged pursuant to the proposed Sale Approval Order.

35. Certain steps will be required to facilitate the actions contemplated in the Purchase Agreement, as set forth (and in the sequence) in the proposed Sale Approval Order, upon the delivery of the Monitor's Certificate to the Purchaser (the "**Effective Time**"), including:

- (a) ExcludedCo will be added as an applicant in the CCAA proceeding;
- (b) all of the Comark Entities' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ExcludedCo, and any and all Claims and Encumbrances will continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
- (c) all of the Excluded Contracts and Excluded Liabilities will be transferred to, assumed by and vest absolutely and exclusively in, ExcludedCo such that the Excluded Contracts and Excluded Liabilities shall become obligations of ExcludedCo and shall no longer be obligations of the Comark Entities. The Comark Entities and all of the Retained Assets shall be forever released, expunged and discharged from such Excluded Contracts and Excluded Liabilities; and
- (d) the Comark Entities will cease to be Applicants in the CCAA proceeding, as such entities will be owned and controlled by the Purchaser from and after such time.

36. Pursuant to the proposed Sale Approval Order, the commencement or prosecution of any demands, claims, actions, etc., with respect to any indebtedness, liability, obligation or cause of action against the Comark Entities in respect of the Excluded Liabilities shall be permanently enjoined. Any person who, prior to the Effective Time, had a valid right or claim against the Comark Entities under or in respect of any Excluded Contract or Excluded Liability (each, an

“**Excluded Liability Claim**”) shall no longer have such right or claim against the Comark Entities but will have an equivalent Excluded Liability Claim against ExcludedCo in respect of the Excluded Contract or Excluded Liability from and after closing. The Excluded Liability Claim of any person against ExcludedCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Comark Entities prior to the Effective Time.

37. The proposed Sale Approval Order also provides for a full and final release of (i) the current directors, officers, employees, legal counsel and advisors of the Applicants, the Purchaser and ParentCo; (ii) the directors and officers of ExcludedCo; (iii) the Monitor and its legal counsel; and (iv) CIBC and its legal counsel, from any and all present and future claims, liabilities, demands, etc. based in whole or in part on any act or omissions, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor’s Certificate, undertaken or completed pursuant to the terms of the Sale Approval Order and/or arising in connection with the Purchase Agreement or completion of the Transactions.

38. The Purchase Agreement is subject to a number of conditions precedent, including:

- (a) the Sale Approval Order shall have been granted and become a final order;
- (b) the Purchaser shall be satisfied, acting reasonably, with the extinguishment, cancellation, termination, release and discharge of the CIBC Secured Debt and all Claims and Encumbrances relating thereto, including in respect of the Purchased Shares pursuant to the Sale Approval Order (and, if applicable, pursuant to a separate release agreement with CIBC);

(c) there shall have been no Material Adverse Effect (as defined in the Purchase Agreement) to the Business or to the Retained Assets since the Filing Date;

39. The proposed Transactions are not conditional on financing or due diligence.

40. The parties are seeking to close the Transaction by August 7, 2020. The Comark Entities and the Vendor, or the Purchaser, will be entitled to terminate the Purchase Agreement in the event that closing does not take place by August 7, 2020.

41. A speedy completion of the Transactions is vital to the future viability of the business, as the Applicants urgently require an injection of cash to make inventory purchases for the coming fall and holiday shopping season. The Applicants cannot achieve this objective by way of a CCAA plan of compromise or arrangement, which would necessarily involve delays associated with developing and conducting a claims process, holding meetings of creditors, and seeking court approval of such a plan.

42. The DIP Lender has only agreed to provide financing to assist the Applicants in funding the CCAA with the objective of reaching a going concern transaction. As the Applicants' ability to place inventory orders is limited while they remain in these CCAA proceedings, the proposed Transactions must be completed and exit financing obtained in order for the business to be able to order the quantities of inventory required to sustain the going concern business. In addition, vendors are not willing to extend credit for inventory purchases and are requiring prepayment or cash on delivery. Holiday sales are a major revenue driver, and without inventory the Applicants' business and prospects of recovery as a going concern will be hobbled.

43. Additionally, the parties have structured ParentCo's credit bid transaction as a sale of shares in order to preserve accrued tax liabilities for the go-forward business. Preserving these assets is in the best interest of the Applicants' stakeholders as a whole, as it will assist in the recovery of the going-concern business as it emerges from these CCAA proceedings.

44. The vesting transactions that form part of the Transactions included in the Sale Approval Order will enable the Purchaser to acquire the Comark Entities, the Retained Assets and the Purchased Shares free and clear of all claims and encumbrances (except for the Retained Liabilities and the Permitted Encumbrances). I understand that the Purchaser has required that the Comark Entities, the Retained Assets and the Purchased Shares be conveyed free and clear as part of the Purchase Agreement.

45. Substantially all of the proceeds from the Transactions will be used to repay obligations of its secured creditors, CIBC and ParentCo, both of which are supportive of the Transactions.

46. In short, this structure is necessary to complete the best transaction available to the Applicants in the time frame necessary to best ensure that the Applicants are able to continue as a going concern. Moreover, it right-sizes the Applicants' fixed costs including providing for manageable lease expenditures. Any other transaction structure that does not enable a timely and efficient closing while achieving these restructuring objectives would undermine the future viability of the business as a going concern.

47. It is my understanding that the Monitor and the DIP Lender are both supportive of the Purchase Agreement.

E. Termination of CCAA Proceeding

48. It is anticipated that the Transactions contemplated by the Purchase Agreement will close and the liquidation sale with respect to the Closing Stores will be completed by August 7, 2020. As such, the Applicants are seeking an Order authorizing ExcludedCo to file an assignment into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) at such time as it determines is necessary or desirable to do so. The Sale Approval Order authorizes the Monitor to file the bankruptcy assignment for and on behalf of ExcludedCo and to act as trustee in bankruptcy in respect of ExcludedCo.

49. Pursuant to the Sale Approval Order, the Bankruptcy Costs shall be paid to the Monitor, who will provide same to A&M, once appointed as trustee in bankruptcy of ExcludedCo, in connection with the anticipated fees and disbursements of the bankruptcy trustee and its counsel relating to such BIA proceedings.

50. It is anticipated that ExcludedCo will file an assignment into bankruptcy on or shortly after the closing of the Transactions.

51. The proposed Sale Approval Order provides that the CCAA proceedings will be terminated as of the date of any assignment into bankruptcy of ExcludedCo.

SWORN BEFORE ME over video teleconference on July 7, 2020. The affiant was located at the City of Oakville, in the Province of Ontario and the Commissioner was located in the City Toronto, in the Province of Ontario. The affidavit was commissioned remotely as a result of COVID-19.



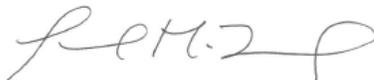
Commissioner for Taking Affidavits
SARAH MCLEOD



GERALD BACHYNSKI

TAB A

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF GERALD BACHYNSKI,
SWORN BEFORE ME THIS 7th DAY OF JULY, 2020.



SARAH MCLEOD
A Commissioner for taking Affidavits, etc.

PURCHASE AGREEMENT

AMONG

9383921 CANADA INC.

COMARK HOLDINGS INC.

BOOTLEGGER CLOTHING INC.

CLEO FASHIONS INC.

RICKI'S FASHIONS INC.

– and –

12132958 CANADA LTD.

MADE AS OF JULY 7, 2020

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THIS PURCHASE AGREEMENT is made as of July 7, 2020,

BETWEEN:

12132958 CANADA LTD., a corporation governed by the laws of Canada,

(the “**Purchaser**”)

- and -

COMARK HOLDINGS INC., BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC. and **RICKI’S FASHIONS INC.**, corporations governed by the laws of Canada,

(each a “**Comark Entity**” and collectively, the “**Comark Entities**”)

- and -

9383921 CANADA INC., a corporation governed by the laws of Canada,

(the “**Vendor**”).

RECITALS:

- A. The Vendor owns 10,000,000 common shares (the “**Purchased Shares**”) in the authorized capital of Comark Holdings Inc. (“**Comark**”) and the Purchased Shares constitute all of the issued and outstanding shares of Comark.
- B. Comark owns:
- (i) 1,000,000 common shares (the “**Bootlegger Shares**”) in the authorized capital of Bootlegger Clothing Inc. (“**Bootlegger**”) and the Bootlegger Shares constitute all of the issued and outstanding shares of Bootlegger;
 - (ii) 1,500,000 common shares (the “**cleo Shares**”) in the authorized capital of cleo fashions Inc. (“**cleo**”) and the cleo Shares constitute all of the issued and outstanding shares of cleo; and
 - (iii) 3,250,100 common shares (the “**Ricki’s Shares**”) in the authorized capital of Ricki’s Fashions Inc. (“**Ricki’s**” and collectively, with Bootlegger and cleo, the “**Subsidiaries**”) and the Ricki’s Shares constitute all of the issued and outstanding shares of Ricki’s.
- C. Pursuant to that certain credit agreement between the Canadian Imperial Bank of Commerce (“**CIBC**”), as lender, and Comark, as borrower, dated as of August 25, 2015 (as amended, the “**CIBC Credit Facility**”), CIBC committed to provide Comark with a term loan facility in the principal amount of \$22 million and a revolving loan facility in an amount of up to \$30 million, which includes a \$6 million sublimit for letters of credit. As of June 1, 2020, approximately \$6.4 million and \$20 million in principal

- amount were outstanding under such term loan facility and revolving loan facility, respectively, and no letters of credit were outstanding.
- D. The obligations under the CIBC Credit Facility are guaranteed by each of the Subsidiaries. As security for the obligations under the CIBC Credit Facility and for such guarantees, each Comark Entity granted CIBC a security interest over all of its present and after-acquired property, assets and undertakings. In addition, the Vendor also provided a guarantee to CIBC of the obligations under the CIBC Credit Facility, which guarantee is limited in recourse solely to, and secured by, the Purchased Shares.
- E. Pursuant to that certain sponsor loan agreement with the Vendor, as lender, and Comark, as borrower, dated as of August 20, 2015 (as amended, the “**Vendor Facility**”), the Vendor agreed to make loan advances to Comark, with the initial loan advance being in the principal amount of \$21.4 million and a subsequent loan advance being in the principal amount of \$1 million. In addition, the Vendor made an additional loan to Comark pursuant to that certain promissory note dated November 2, 2015, in the original principal amount of \$3 million (the “**Vendor Note**”). As of June 1, 2020, Comark was indebted to the Vendor in the principal amount of \$25.4 million.
- F. The obligations under the Vendor Facility and the Vendor Note are guaranteed by each of the Subsidiaries. As security for all obligations of Comark to the Vendor, including the obligations under the Vendor Facility and the Vendor Note and for such guarantees, each Comark Entity granted the Vendor a security interest over all of its present and after-acquired property, assets and undertakings. The Vendor has subordinated and postponed to CIBC its security for, and right of repayment of amounts owing under, the Vendor Facility and the Vendor Note.
- G. On the Filing Date, the Comark Entities obtained protection from their creditors and certain other relief pursuant to an initial order (as amended and restated on June 11, 2020, and as may be further amended and restated from time to time, the “**Initial Order**”) made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) (the proceedings thereunder hereinafter referred to as the “**CCAA Proceedings**”).
- H. Pursuant to the Initial Order, the Court, among other things, (i) appointed Alvarez & Marsal Canada Inc. as “Monitor” (the “**Monitor**”) in connection with the CCAA Proceedings, and (ii) approved a \$10 million debtor-in-possession financing facility with CIBC, as lender, and the Comark Entities, as borrowers, dated as of June 10, 2020 (the “**DIP Facility**”) and granted to CIBC a priority charge over the property, assets and undertakings of the Comark Entities to secure the obligations under the DIP Facility.
- I. Pursuant to an order of the Court made on June 11, 2020, the Court approved a Sale and Investor Solicitation Process (the “**SISP**”), the purpose of which was to seek sale proposals or investment proposals from qualified bidders and to implement one or a combination of such proposals in respect of the assets, shares and/or business of the Comark Entities.

- J. In accordance with the requirements of the SISP, the Purchaser's parent company delivered to the Monitor a term sheet dated June 9, 2020 (the "**Term Sheet**") setting out the material terms and conditions upon which it would be prepared to acquire the Business of the Comark Entities, and has determined that the most efficient manner to implement the Term Sheet is pursuant to the transactions contemplated by this purchase agreement.
- K. In order to effect the transactions contemplated by the Term Sheet and obtain the consent of CIBC to the transactions contemplated by the Term Sheet and herein (as required by the SISP) and the release of the security held by CIBC in the Purchased Shares and the Retained Assets (as defined below) pursuant to the CIBC Credit Facility and the DIP Facility, the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Shares and the Vendor Secured Debt (as defined below), and to repay in full the obligations outstanding under the CIBC Credit Facility and the DIP Facility, in each case, upon the terms and conditions set forth herein.
- L. Following the acquisition by the Purchaser of the Purchased Shares and the Vendor Secured Debt, the Purchaser and Comark shall be amalgamated pursuant to the Approval and Vesting Order (as defined below), which shall cause the Vendor Secured Debt and the Comark Contribution (as defined below) to be settled and extinguished upon the amalgamation of the Purchaser and Comark.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms shall have the meanings set out below:

"Accounts Receivable" means accounts receivable, bills receivable, trade accounts and book debts, recorded as a receivable in the Books and Records and other amounts due or deemed to be due to any Comark Entity including tenant allowances, refunds, and rebates receivable relating to the Business or the Retained Assets, including (a) those amounts recoverable under insurance policies; (b) any refundable Taxes owed by a landlord under any of the Leases; and (c) any refunds of Taxes paid by any Comark Entity such as GST/HST, corporate tax, and provincial sales tax;

"Affiliate" has the meaning given in the *Canada Business Corporations Act*;

"Agreement" means this Purchase Agreement, including all schedules, and all amendments or restatements, as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

“Approval and Vesting Order” means the order of the Court, substantially in form and substance attached as Schedule 1.1(e), that, among other things, (a) approves this Agreement and the Transactions; (b) adds ExcludedCo as an applicant in the CCAA Proceedings; (c) vests in and to ExcludedCo the Excluded Assets and Excluded Liabilities and releases the Comark Entities from the Excluded Liabilities; and (d) authorizes the amalgamation between the Purchaser and Comark;

“Bankruptcy Costs” means the amount of \$65,000 to be contributed to the estimated costs of the bankruptcy of ExcludedCo to be effected following Closing of the Transactions;

“Benefit Plans” means:

- (a) plans providing for employment benefits relating to disability or wage or benefits continuation during periods of absence from work, and any and all employment benefits relating to hospitalization, healthcare, medical or dental treatments or expenses, life insurance, accidental death and dismemberment insurance, death or survivor’s benefits, and supplementary employment insurance, in each case regardless of whether or not such benefits are insured or self-insured; and
- (b) plans in the nature of compensation plans, which means all employment benefits relating to bonuses, incentive pay or compensation, performance compensation, deferred compensation, profit sharing or deferred profit sharing, vacation or vacation pay, sick pay, severance or termination pay, employee loans or separation from service benefits, or any other type of arrangement providing for compensation or benefits additional to base pay or salary, but not any share purchase, share option, stock appreciation or phantom stock plans,

in each case to which any Comark Entity is a party and by which any Comark Entity is bound, or under which any Comark Entity has any liability or contingent liability with respect to any of its respective Employees or former employees (or any spouses, dependants, survivors or beneficiaries of any such Employees or former employees), directors or officers, individuals working under contract with any Comark Entity (i.e., independent contractors) or other individuals providing services to any of them of a kind normally provided by employees or eligible dependants of such Person, including Statutory Plans;

“Books and Records” means all books and records of the Comark Entities, including those relating to the Business or the Retained Assets, and all financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections, advice and files of lawyers and accountants or other advisors of the Comark Entities, and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media, whether subject to privilege or not;

“Bootlegger” has the meaning set out in Recital B;

“**Bootlegger Shares**” has the meaning set out in Recital B;

“**Business**” means the business carried on by the Comark Entities, being of operating specialty apparel retail stores located in shopping malls and big box power centres across Canada under the “Ricki’s”, “cleo” and “Bootlegger” banners, including the electronic commerce business conducted by Bootlegger, cleo and Ricki’s under each banner;

“**Business Day**” means any day, other than a Saturday or Sunday or any day on which banks are generally not open for business in the City of Toronto;

“**CCAA**” has the meaning set out in Recital G;

“**CCAA Charges**” means the Administration Charge and the Directors’ Charge (each as defined in the Initial Order);

“**CCAA Proceedings**” has the meaning set out in Recital G;

“**Charitable Donations Program**” means the program(s) established by the Comark Entities pursuant to which any Comark Entity collects and remits funds from customers to various charitable organizations;

“**CIBC**” has the meaning set out in Recital C;

“**CIBC Closing Payment**” has the meaning set out in Section 3.2(d);

“**CIBC Credit Facility**” has the meaning set out in Recital C;

“**CIBC Debt Repayment**” has the meaning set out in Section 3.1(d);

“**CIBC Payout Statement**” means the payout statement showing the projected amount of the CIBC Secured Debt as at the Closing Time;

“**CIBC Release Agreement**” means the agreement between CIBC, the Vendor and the Comark Entities pursuant to which CIBC shall agree that its Claims and Encumbrances in respect of the Purchased Shares shall be forever released and Discharged effective upon the Closing Time upon payment of the amount set forth in Section 3.2(d);

“**CIBC Secured Debt**” means the indebtedness outstanding on the Closing Date under (a) the CIBC Credit Facility; and (b) the DIP Facility;

“**CIBC Secured Debt Documents**” means all Contracts relating to the CIBC Secured Debt;

“**Claims**” means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, arbitrations, informations or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, obligations, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent,

accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

“**cleo**” has the meaning set out in Recital B;

“**cleo Shares**” has the meaning set out in Recital B;

“**Closing**” means the completion of the Transactions on the Closing Date;

“**Closing Date**” means the date that is four (4) Business Days from the date on which all conditions set out in Article 7 and Article 8 respectively, (other than those conditions that by their nature can only be satisfied on the Closing Date) have been satisfied or waived or such other date as may be agreed to in writing by the Parties;

“**Closing Time**” means 12:00 p.m. Toronto time, on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;

“**Comark**” has the meaning set out in Recital A;

“**Comark Contribution**” has the meaning set out in Section 3.2(d);

“**Comark Entities**” has the meaning set out in preamble to this Agreement;

“**Contracts**” means contracts, licences, leases, agreements, agreements to lease, obligations, purchase orders, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which any Comark Entity is a party and to which any Comark Entity is bound (in each case, whether written or oral, express or implied), and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;

“**Corporate Offices**” means the corporate offices of the Comark Entities;

“**Court**” has the meaning set out in Recital G;

“**Debt Purchase Price**” has the meaning set out in Section 3.1(b);

“**DIP Facility**” has the meaning set out in Recital H;

“**DIP Lender’s Charge**” has the meaning set out in the Initial Order;

“**Discharged**” means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and

extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof;

“Distribution Center” means the distribution center of Parian located at 1530 Gamble Place, Winnipeg, Manitoba;

“Effective Time” means the effective time of the Initial Order, being 12:01 am Eastern Standard/Daylight Time on the Filing Date;

“Employee Costs” means notice of termination, termination pay, severance pay and all other costs, liabilities and obligations including entitlements under Benefit Plans, stock options or incentive compensation whether due under contract, statute, common law, or otherwise relating to Employees;

“Employees” means individuals employed or retained by the Comark Entities, on a full-time, part-time or temporary basis, including those employees on disability leave, parental leave or other absence;

“Encumbrances” means pledges, liens, charges, security interests, hypothecs, leases, title retention agreements, mortgages, options, adverse claim, levies, trusts or deemed trusts, or encumbrances of any kind or character whatsoever (whether contractual, statutory, or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including without limitation, (a) any encumbrances or charges created by any Order of the Court, including the CCAA Charges and the DIP Lender’s Charge, and (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system;

“Equipment Contracts” means motor vehicle leases, equipment leases, conditional sales contracts, title retention agreements and other similar agreements binding upon any of the Comark Entities;

“Excluded Assets” means:

- (a) Excluded Contracts; and
- (b) any assets that are added to the Excluded Assets pursuant to Section 2.7;

“Excluded Contracts” means all the Contracts of the Comark Entities, that:

- (a) relate to any Excluded Asset;
- (b) are Excluded Leases;
- (c) are listed on Schedule 1.1(a); or
- (d) are added as Excluded Contracts pursuant to Section 2.7;

“Excluded Employees” means those Employees of the Comark Entities that are:

- (a) designated as Excluded Employees in writing by the Purchaser to the Vendor and the Comark Entities on or prior to the date of this Agreement; or
- (b) any Employees that are added as Excluded Employees pursuant to Section 2.7;

“Excluded Leases” means all Leases in respect of the Leased Real Property listed in Schedule 1.1(b), which for greater certainty have been or will be disclaimed by the Comark Entities in the CCAA Proceedings, including any Leases that are added as Excluded Leases pursuant to Section 2.7;

“Excluded Liabilities” means all Liabilities of the Comark Entities other than the Retained Liabilities, and includes without limitation all Liabilities:

- (a) for Employee Costs, wages, vacation pay, employee benefits or other Claims, owing by any Comark Entity to, or arising from or in connection with, any (i) Excluded Employee, or (ii) other individual formerly employed or engaged by any Comark Entity whose employment or engagement ended prior to the Effective Time;
- (b) arising from or in connection with the conduct of the Business, the operation of the Retained Assets or the use of the Leased Real Property prior to the Closing Time, including any Claims from Employees relating to events or circumstances occurring prior to the Closing Time (other than those specifically included in Retained Liabilities);
- (c) arising from, in connection with or otherwise accruing before or after the Effective Time relating to any Excluded Contract;
- (d) arising from or in connection with any Excluded Assets; and
- (e) that are added as Excluded Liabilities pursuant to Section 2.7;

“ExcludedCo” means 11909509 Canada Inc., a corporation incorporated under the laws of Canada by and as a wholly-owned subsidiary of Comark for the purposes of accepting the transfer of all Excluded Assets and assuming all Excluded Liabilities, and to be added as an applicant in the CCAA Proceedings;

“Filing Date” means June 3, 2020;

“Final Order” means, in respect to any order of any court of competent jurisdiction, that such order shall not have been stayed, appealed, varied (except with the consent of the Purchaser, the Vendor, the Comark Entities and the Monitor, each acting in a commercially reasonable manner) or vacated, and all time periods within which such order could at law be appealed shall have expired;

“Gift Cards” means the banner-specific gift cards purchased by customers of the Subsidiaries which can be redeemed for merchandise in the applicable Stores or issued to customers of the Subsidiaries upon the return of any merchandise which can be

redeemed for merchandise in the applicable Stores, subject to the terms and conditions of the gift card program in effect as at the Filing Date;

“Goodwill” means the goodwill of the Business and relating to the Retained Assets, and information and documents relevant thereto including lists of customer and suppliers, credit information, telephone and facsimile numbers, email addresses, internet addresses and domain names used in connection with the Business, research materials, research and development files and the exclusive right of each of the Comark Entities to represent itself as carrying on the Business and to all rights in respect of the names “Comark”, “Bootlegger” and “Ricki’s” and “cleo” and any variations of such names;

“Governmental Authorities” means governments, regulatory authorities, governmental departments, agencies, agents, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Governmental Authorizations” means authorizations, approvals, licences or permits issued to the Vendor or any Comark Entity relating to the Business or any of the Retained Assets by or from any Governmental Authority;

“Information Technology” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites for the Business, databases, telecommunications equipment and facilities and other information technology systems owned, used or held by the Comark Entities for use in or relating to the Business;

“Initial Order” has the meaning set out in Recital G;

“Intellectual Property” means all intellectual property rights, whether registered or not, owned, used or held by the Comark Entities, including all copyrights, patents, patent rights, trade-marks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventors’ notes, research data, unpatented blue prints, drawings and designs, formulae, calculations, processes, prototypes, technology and marketing rights, designs, patterns and manufacturing processes, together with all rights under licence agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned, used or held by the Comark Entities;

“Intercompany Liabilities” means all Liabilities owing between Comark and any Subsidiary or between any Subsidiary and any other Subsidiary;

“Inventory” means all of the Comark Entities’ right, title and interest to:

- (a) all of the inventories of stock-in-trade, merchandise, samples and supplies relating to the Business or located in the Stores, the Distribution Center and Corporate Offices, including finished goods, office, packaging and shipping supplies; and
- (b) all inventories of stock-in-trade, merchandise, finished goods, store, office, packaging shipping supplies relating to the Business on order or in transit to any Stores, Distribution Center or Corporate Offices;

“Laws” means with respect to any Person, property, transaction, event or other matter; all laws, statutes, by-laws, rules, regulations, Orders, ordinances or judgments, guidelines, directives or other requirements having the force of law, whether federal, provincial, state or municipal, relating or applicable to that Person, property, transaction, event or other matter;

“Leased Real Property” means the Stores and Corporate Offices, together with any and all interests of the Comark Entities in all plants, buildings, structures, fixtures, erections, improvements, easements, rights-of-way and other appurtenances situated on or forming part of those premises;

“Leases” means the leases or agreements in the nature of a lease or right of occupancy of real property to which any Comark Entity is a party whether as lessor or lessee, in respect of or related to the Leased Real Property;

“Liabilities” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Law or Claim and those arising under any Contract or undertaking or otherwise, including any Tax liability or tort liability;

“Loyalty Programs” means the banner-specific customer loyalty programs offered by the Subsidiaries;

“Material Adverse Effect” means any one or more changes, effects, events or occurrences that, individually or in the aggregate is, or would reasonably be expected to be, materially adverse to the Business, condition (financial or otherwise), capitalization, operations or results of operations of the Business or the Retained Assets, specifically including for certainty: (a) the closure of Stores that account for 20% or more of the consolidated sales of the Business (on a trailing twelve month basis) as a result of any Law, Order, or as a result of landlords of Leased Real Property closing shopping centres or materially restricting access to Stores for any reason including as a result of market or economic conditions; and (b) if all or a material portion of the Retained Assets are damaged or destroyed or appropriated, expropriated or seized by any Person on or prior to the Closing Time, but shall exclude any Material Adverse

Effect arising out of: (i) any adverse change, effect or circumstance relating generally to financial markets or general economic conditions, including any currency fluctuations (except as such economic conditions result in material Store closures described above); (ii) any adverse change, effect or circumstance relating to conditions generally affecting the industry in which the Business operates, and not affecting the Business in a materially disproportionate manner (except as such changes, effects or circumstances result in material Store closures as described above); (iii) war, act of terrorism, civil unrest or similar event; (iv) any generally applicable change in Laws or interpretation thereof (except as such change in Laws result in material Store closures as described above); or (v) any adverse change, effect or circumstance resulting from an action required by this Agreement; and with respect to (i), (ii), and (iii), where the change, effect, event or occurrence does not affect the Business in a materially disproportionate manner relative to the industry and jurisdictions in which the Comark Entities operate;

“**Monitor**” has the meaning set out in Recital H;

“**Monitor’s Certificate**” means a certificate signed by the Monitor to be filed in the CCAA Proceedings confirming that (a) the Purchaser has paid, and the Monitor has received payment of, the amounts required to be paid under Section 3.2; and (b) the conditions to be complied with at or prior to the Closing Time as set out in Article 7, or Article 8 have been satisfied or waived by the Vendor or the Purchaser, as applicable;

“**Notice**” has the meaning set out in Section 11.4;

“**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes the Initial Order any other orders granted in the CCAA Proceedings;

“**Parian**” means Parian Logistics Inc. (f/k/a Gamble Real Estate Holdings Ltd.);

“**Parties**” means the Vendor, the Comark Entities and the Purchaser collectively, and “**Party**” means any one of them;

“**Permitted Encumbrances**” means the Encumbrances listed in Schedule 1.1(d);

“**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

“**Prepaid Expenses and Deposits**” means the unused portion of amounts prepaid by or on behalf of any of the Comark Entities to any Person relating to the Business or the Retained Assets including Taxes, assessments, rates and charges, utilities, rents, deposits with any public utility or any Governmental Authority or any supplier as well as the cash float in each Store as at the Closing Time;

“Priority Claims” means (a) the CCAA Charges; (b) Claims in respect of wages, vacation pay, or any other employment-related obligation subject to director liability under applicable Law owing by any Comark Entity to, or arising in connection with, any Excluded Employee; (c) Claims incurred by the Comark Entities for goods and services provided to the Comark Entities from and after the Filing Date that are not otherwise Retained Liabilities (other than, for greater certainty, any such Claims relating to Leases); and (d) any Claims ranking in priority to the Vendor Secured Debt;

“Priority Claims Payment” has the meaning set out in Section 3.1(c);

“Purchase Consideration” has the meaning set out in Section 3.1;

“Purchased Shares” has the meaning set out in Recital A;

“Purchaser” has the meaning set out in preamble to this Agreement;

“Restructured Leases” means all Leases in respect of the Leased Real Property listed in Schedule 1.1(c) that the Comark Entities and the applicable landlords have agreed to amend in furtherance of the Rent Restructuring Plan (as defined in the SISP); for greater certainty, excluding the Excluded Leases and including any Leases that are added as Restructured Leases pursuant to Section 2.8;

“Retained Assets” means all of the Comark Entities’ properties, assets and rights other than the Excluded Assets and includes, without limitation, the following:

- (a) cash (including the cash float at all Stores that are the subject of a Restructured Lease), bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits, including in respect of collateral posted by the Comark Entities related to cash management or hedging programs, and similar cash items of, owned or held by or for the account of the Comark Entities;
- (b) the Accounts Receivable relating to the Business and the benefit of all security (including cash deposits), guarantees and other collateral held by the Comark Entities relating thereto;
- (c) the Subsidiary Shares;
- (d) the Books and Records;
- (e) the Retained Contracts;
- (f) the Goodwill;
- (g) the Governmental Authorizations, except to the extent consent to change of control is required;
- (h) the Prepaid Expenses and Deposits;
- (i) the Tangible Personal Property;

- (j) the Information Technology;
- (k) the Technical Information;
- (l) the Intellectual Property;
- (m) the Intercompany Liability receivables (and all Claims, Encumbrances and Contracts relating thereto);
- (n) all rights and interests of the Comark Entities in, and all distributions paid or payable to the Comark Entities from, the bankruptcy estate of EncoreFX Inc. (Estate No.: 11-2634864);
- (o) that are added as Retained Assets pursuant to Section 2.8; and
- (p) all other rights, properties and assets of the Comark Entities used in or held by the Comark Entities for use in or relating to the Business, of whatsoever nature or kind and wherever situated;

“Retained Contracts” means all Contracts entered into by the Comark Entities, whether or not there are any written agreements with respect thereto, including without limitation all Equipment Contracts, the Retained Leases and any Contracts that are added as Retained Contracts pursuant to Section 2.8, but excluding the Excluded Contracts;

“Retained Employees” means all Employees of the Comark Entities other than the Excluded Employees and including any Employees that are added as Retained Employees pursuant to Section 2.8;

“Retained Leases” means all Restructured Leases and all other Leases in respect of Leased Real Property listed in Schedule 1.1(c) and including any Leases that are added as Retained Leases pursuant to Section 2.8;

“Retained Liabilities” means the Liabilities of the Comark Entities:

- (a) for wages, vacation pay, and Benefit Plans owing by any Comark Entity to any Retained Employee accruing to and after the Closing Time;
- (b) arising from or in connection with the performance of the Retained Contracts (other than the Retained Leases) after the Effective Time;
- (c) arising from or in connection with the performance of the Restructured Leases, as amended, and the other Retained Leases, accruing to and after the Closing Time;
- (d) the Intercompany Liabilities payables (and all Claims, Encumbrances and Contracts relating thereto);

- (e) relating to Gift Cards, Charitable Donations Program (including matching requirements thereunder), Loyalty Programs and in each case, accruing to and after the Closing Time;
- (f) under (i) the master services agreement dated June 4, 2018 between, *inter alia*, Parian, Comark, Bootlegger, cleo and Ricki's and any statements of work made thereunder as between Parian and Bootlegger, cleo and Ricki's, (ii) the office lease dated June 4, 2018 between Parian, as landlord, and Comark, as tenant, and (iii) the office lease dated June 4, 2018 between Parian, as landlord, and Ricki's, as tenant, in each case, accruing to and after the Closing Time;
- (g) under the Vendor Secured Debt Documents, whether as borrower or guarantor;
- (h) under the CIBC Secured Debt Documents, whether as borrower or guarantor;
- (i) for any Taxes accruing to and after the Closing Time; and
- (j) that are added as Retained Liabilities pursuant to Section 2.8,

but does not include the Excluded Liabilities;

“**Ricki's**” has the meaning set out in Recital B;

“**Ricki's Shares**” has the meaning set out in Recital B;

“**Share Purchase Price**” has the meaning set out in Section 3.1(a);

“**SISP**” has the meaning set out in Recital I;

“**Statutory Plans**” means statutory benefit plans with which the Vendor or any Comark Entity is required to comply, including the Canada and Québec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

“**Stores**” means all of the Subsidiaries' retail store locations;

“**Subsidiaries**” has the meaning set out in Recital B;

“**Subsidiary Shares**” means the Ricki's Shares, the cleo Shares and Bootlegger Shares held by Comark;

“**Tangible Personal Property**” means the Inventory, machinery, equipment, furniture, fixtures, furnishings, office equipment, supplies, materials, vehicles, material handling equipment and tangible assets (other than Leased Real Property) owned, used or held by the Comark Entities;

“**Tax Returns**” means returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and

exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes;

“**Taxes**” means taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges imposed by any Governmental Authority under Law, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and governmental pension plan premiums or contributions;

“**Technical Information**” means know-how and related technical knowledge owned, used or held by any Comark Entity for use in or relating to the Business;

“**Term Sheet**” has the meaning set out in Recital J;

“**Transactions**” means the purchase and sale of the Purchased Shares and all matters ancillary thereto contemplated by and in the manner provided in this Agreement;

“**Vendor**” has the meaning set out in preamble to this Agreement;

“**Vendor Facility**” has the meaning set out in Recital E;

“**Vendor Note**” has the meaning set out in Recital E;

“**Vendor Secured Debt**” means the indebtedness outstanding on the Closing Date under (a) the Vendor Facility; and (b) the Vendor Note; and

“**Vendor Secured Debt Documents**” means all Contracts relating to the Vendor Secured Debt.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (h) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (i) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.
- (j) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge

Any reference to the knowledge of any Party means to the (a) actual knowledge of such Party; or (b) what knowledge should reasonably have been known or could be expected to discover or otherwise become aware of in the course of the Party conducting a reasonably comprehensive investigation.

1.4 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise with respect to the subject matter of this Agreement, including the Term Sheet. There are no covenants, promises, warranties, representations, conditions,

understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement and the Purchaser shall acquire the Business and the Purchased Shares as is and where is subject to the benefit of the representations and warranties in this Agreement. This Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceedings involving this Agreement. Any cost estimates, projections or other predictions contained or referred to in any other material that has been provided to the Purchaser or any of its Affiliates, agents or representatives (including any due diligence presentations or documents, and in particular any descriptive memorandum transmitted to the Purchaser relating to the sale of the Purchased Shares, and any supplements or addenda thereto) are not and shall not be deemed to be representations or warranties of any of the Vendor, the Monitor, any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Monitor or any of their Affiliates.

1.5 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule 1.1(a)	Excluded Contracts
Schedule 1.1(b)	Excluded Leases
Schedule 1.1(c)	Retained Leases
Schedule 1.1(d)	Permitted Encumbrances
Schedule 1.1(e)	Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the provisions of this Agreement, at the Closing Time, the Vendor shall sell, transfer, convey and assign to the Purchaser and the Purchaser shall purchase from the Vendor (i) the Purchased Shares, and (ii) the Vendor Secured Debt, free and clear of all Encumbrances (other than the Permitted Encumbrances), and in consideration thereof, the Purchaser shall satisfy the Purchase Consideration and, all as more fully outlined in this Article 2 and Article 3:

- (a) **Purchase Consideration** – the Purchaser shall satisfy the Purchase Consideration in accordance with Article 3; and
- (b) **Other Documents** – the Vendor and Purchaser shall deliver such other documents as may be necessary to complete the transactions provided for in this Agreement, including those documents set out in Sections 2.4 and 2.5.

2.2 Delivery of the Monitor's Certificate

When the conditions set out in Article 7 or Article 8, as applicable, have been satisfied or waived, the Purchaser and Vendor will each deliver to the Monitor written confirmation of same, following which the Monitor will deliver an executed copy of the Monitor's Certificate to the Purchaser's counsel in escrow upon the sole condition of receipt by the Monitor of those funds required to be paid to the Monitor in accordance with Section 3.2. Following written confirmation of receipt by the Monitor of such funds, the Monitor's Certificate will be released from escrow to the Purchaser. Upon such delivery of the Monitor's Certificate, the Closing Time will be deemed to have occurred. The Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

2.3 Place of Closing

The Closing shall take place at the Closing Time at the offices of Osler, Hoskin & Harcourt LLP located at 100 King Street West, Suite 6300, First Canadian Place, Toronto, Ontario, or at such other place (including electronically) as may be agreed upon by the Parties.

2.4 Vendor's Closing Deliveries

On or before the Closing, the Vendor will deliver or cause to be delivered to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a copy of the Approval and Vesting Order;
- (b) the CIBC Payout Statement, delivered at least three (3) Business Days prior to Closing;
- (c) the CIBC Release Agreement, if applicable pursuant to Section 2.9;
- (d) certified copies of all necessary resolutions, authorizations and proceedings of the Comark Entities that are required to be taken or obtained to permit the completion of the Transactions, including the due and valid transfer and registration of the Purchased Shares to the Purchaser;
- (e) all share certificates representing the Purchased Shares endorsed for transfer to the Purchaser (or, alternatively, instruments of transfer of the Purchased Shares from the Vendors in favour of the Purchaser);
- (f) a certificate executed by a senior officer of the Vendor dated as of the Closing Date (i) confirming that all of the representations and warranties of the Vendor made in or pursuant to this Agreement are true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time, except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement, (ii) confirming that the Vendor has performed or complied with all its obligations and covenants under this Agreement, and (iii) certifying copies of the resolutions of the directors and the shareholder(s) of the Vendor

authorizing the execution and delivery of this Agreement and of any agreement required to be entered into by the Vendor under this Agreement and authorizing the Vendor to perform its obligations hereunder and thereunder;

- (g) an instrument assigning the Vendor Secured Debt and the Vendor Secured Debt Documents, including all Claims and Encumbrances relating thereto held by the Vendor, to the Purchaser, duly executed by the Vendor and the Comark Entities, as applicable; and
- (h) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement.

2.5 Purchaser's Closing Deliveries

On or before the Closing Time, the Purchaser will deliver or cause to be delivered the following:

- (a) the Share Purchase Price in accordance with Section 3.2(a);
- (b) subject to the Purchaser's election in Section 3.2(b) regarding its payment of the Debt Purchase Price, either (i) the Purchaser's issuance of a promissory note to the Vendor, such promissory note duly executed by the Purchaser in form and substance acceptable to the Vendor, or (ii) the payment of the amount of the Debt Purchase Price by the Purchaser to the Vendor;
- (c) the Priority Claims Payment in accordance with Section 3.2(c);
- (d) the CIBC Closing Payment in accordance with Section 3.2(d);
- (e) a certificate executed by a senior officer of the Purchaser (i) confirming that all of the representations and warranties of the Purchaser made in or pursuant to this Agreement are true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time, (ii) confirming that the Purchaser has performed or complied with, in all material respects, all its obligations and covenants under this Agreement, and (iii) certifying copies of the resolutions of the directors of the Purchaser authorizing the execution and delivery of this Agreement and of any agreement required to be entered into by the Purchaser under this Agreement and authorizing the Purchaser to perform its obligations hereunder and thereunder; and
- (f) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement.

2.6 Retained Assets and Retained Liabilities; Transfer of Excluded Assets and Excluded Liabilities to ExcludedCo

- (a) Pursuant to the Approval and Vesting Order, on the Closing Date (i) the Comark Entities shall retain all of the Retained Assets, and shall remain liable in respect

of the Retained Contracts in accordance with the terms of this Agreement, and (ii) the Comark Entities shall retain all of the Retained Liabilities and shall remain liable in respect of the Retained Liabilities in accordance with the terms of this Agreement.

- (b) Pursuant to the Approval and Vesting Order, on the Closing Date, (i) all of the Excluded Assets shall be transferred to and vested in ExcludedCo at the Closing Time, and (ii) all of the Excluded Liabilities shall be transferred to and assumed by ExcludedCo at the Closing Time. Notwithstanding any other provision of this Agreement, neither the Purchaser, the Vendor nor the Comark Entities shall assume or have any liability for any of the Excluded Liabilities and all Excluded Liabilities shall be Discharged from the Comark Entities and their respective assets, undertaking, business and properties from and after the Closing Time.

2.7 Right to Exclude Assets and Liabilities

At any time on or prior to the day that is one (1) day prior to the hearing date for the Approval and Vesting Order, the Purchaser may, by giving Notice to the Vendor and the Monitor, elect to:

- (a) exclude any assets or properties of any Comark Entity from the Retained Assets, and add such assets or properties to the Excluded Assets;
- (b) exclude any Contract from the Retained Contracts, including any Leases that are not amended to the satisfaction of the Purchaser, and add such Contracts to the Excluded Contracts;
- (c) exclude any Liability from the Retained Liabilities and add such Liability to the Excluded Liabilities; and
- (d) designate any Employee as an Excluded Employee.

No changes to the Purchase Consideration shall result from the exclusion of any assets, properties, Contracts, Liabilities or Employees from the Retained Assets, Retained Contracts, Retained Liabilities or Retained Employees pursuant to this Section 2.7. Notwithstanding the foregoing, the Purchaser may not designate the CIBC Secured Debt, the CIBC Secured Debt Documents, the Vendor Secured Debt or the Vendor Secured Debt Documents as Excluded Liabilities or Excluded Contracts, as applicable.

2.8 Right to Add Assets and Liabilities

At any time on or prior to the day that is one (1) day prior to the Closing Date, the Purchaser may, by giving Notice to the Vendor and the Monitor, elect to:

- (a) exclude any assets or properties of any Comark Entity from the Excluded Assets, and add such assets or properties to the Retained Assets;
- (b) exclude any Contract from the Excluded Contracts, including any Leases that are amended to the satisfaction of the Purchaser, and add such Contracts to the Retained Contracts;

- (c) exclude any Liability from the Excluded Liabilities and add such Liability to the Retained Liabilities; and
- (d) designate any Employee as a Retained Employee.

No changes to the Purchase Consideration shall result from the addition of any assets, properties, Contracts, Liabilities or Employees to the Retained Assets, Retained Contracts, Retained Liabilities or Retained Employees pursuant to this Section 2.8.

2.9 CIBC Release Agreement

The Vendor shall deliver or cause to be delivered, in escrow, the CIBC Release Agreement to the Purchaser on or before the Closing Time, if, following the issuance of the Approval and Vesting Order by the Court, the Purchaser provides written Notice to the Vendor requiring that the CIBC Release Agreement be so delivered. The CIBC Release Agreement shall be released from escrow upon payment of the amount set forth in Section 3.2(d).

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Consideration

For purposes of the Vendor agreeing to sell the Purchased Shares and the Vendor Secured Debt to the Purchaser, the Purchaser agrees to pay the following consideration and make the following payments (collectively, the “**Purchase Consideration**”):

- (a) The consideration to be paid by the Purchaser for the Purchased Shares (the “**Share Purchase Price**”) shall be:
 - (i) \$1.00; *plus*
 - (ii) the Bankruptcy Costs;
- (b) The consideration to be paid by the Purchaser for the Vendor Secured Debt (the “**Debt Purchase Price**”) shall be the fair market value of the Vendor Secured Debt outstanding as at the Closing Time, estimated for these purposes to be an amount equal to the principal amount of the Vendor Secured Debt;
- (c) The Purchaser shall cause the Priority Claims to be paid, assumed or otherwise satisfied (the “**Priority Claims Payment**”); and
- (d) The Purchaser shall cause the CIBC Secured Debt to be repaid in cash (the “**CIBC Debt Repayment**”).

3.2 Satisfaction of Purchase Consideration

- (a) The Purchaser shall pay and satisfy the Share Purchase Price on the Closing Date as follows:
 - (i) payment to the Vendor of \$1.00 by way of cheque; and

- (ii) payment to the Monitor of the Bankruptcy Costs by wire transfer.
- (b) The Purchaser shall pay and satisfy the Debt Purchase Price on the Closing Date:
 - (i) by payment to the Vendor, or as the Vendor directs, by wire transfer of the amount of the Debt Purchase Price;or, if the Purchaser elects by Notice to the Vendor,
 - (ii) by issuance to the Vendor of a promissory note in the amount of the Debt Purchase Price acceptable in form and substance to the Vendor.
- (c) Payment of the Priority Claims

In order to satisfy the Priority Claims Payment, on the Closing Date, the Purchaser shall, on behalf of the Comark Entities, pay, or the Comark Entities shall pay, to the Persons entitled to be paid the Priority Claims, the amounts necessary to satisfy the Priority Claims payable to such Persons; provided that, the Purchaser and any such Person may agree, with the consent of the Monitor, that such Person's Priority Claim may be assumed by the Purchaser and/or the Comark Entities or satisfied other than with the payment in full of such Priority Claim on the Closing Date.

- (d) Repayment of CIBC Secured Debt

In order to satisfy the CIBC Debt Repayment, on the Closing Date, the Purchaser shall pay, on behalf of the Comark Entities, by wire transfer to CIBC, cash in the amount of the CIBC Secured Debt outstanding at the Closing Time as repayment of the CIBC Secured Debt, which payment shall be made as a contribution of capital to Comark to be recorded as contributed surplus of Comark (the "**Comark Contribution**") and paid to CIBC at the direction of Comark (the aggregate of the amounts paid set out in this Section 3.2(d), being the "**CIBC Closing Payment**"), and the CIBC Secured Debt and the CIBC Secured Debt Documents shall be irrevocably and finally extinguished and cancelled and all Claims and Encumbrances relating to the CIBC Secured Debt and the CIBC Secured Debt Documents, including the DIP Lender's Charge and in respect of the Purchased Shares, shall be released and forever Discharged pursuant to the Approval and Vesting Order and, if applicable, the CIBC Release Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE COMARK ENTITIES

The Vendor and each Comark Entity represents and warrants to the Purchaser the matters set out below. The inclusion of any information in any Schedule (or any update) shall not be deemed to be an acknowledgement, in and of itself, that such information is required to be

disclosed, is material to the Business, has resulted in or would result in a Material Adverse Effect or is outside the ordinary course of business.

4.1 Status of the Vendor and the Comark Entities

The Vendor and each Comark Entity is a corporation validly existing under the Federal laws of Canada.

4.2 Residence and Taxation of the Vendor and the Comark Entities

The Vendor and each Comark Entity is not a non-resident of Canada and a “taxable Canadian corporation” for the purposes of the *Income Tax Act* (Canada).

4.3 Status, Power and Capacity, Due Authorization and Enforceability of Obligations

Subject to the granting of the Approval and Vesting Order:

- (a) the Vendor and each Comark Entity has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement and has full power and capacity to own its assets and properties and to carry on its business as now conducted and to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement;
- (b) each Comark Entity has all necessary corporate power, authority and capacity to own the Retained Assets and to carry on the Business as now conducted and to enter into, carry out the Transactions contemplated by and duly observe and perform all its obligations contained in this Agreement; and
- (c) the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Vendor pursuant to this Agreement, and the completion of the Transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action on the part of the Vendor and each Comark Entity, and this Agreement constitutes a valid and binding obligation of the Vendor and each Comark Entity enforceable against it in accordance with its terms subject to any limitations imposed by Law.

4.4 Litigation

Except for the CCAA Proceedings, there are no Claims, injunctions, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of the Vendor or any Comark Entity, pending or threatened against or relating to the Vendor or any Comark Entity, which, if determined adversely to the Vendor or any Comark Entity, would:

- (a) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement; or

- (b) prevent the Vendor or any Comark Entity from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.

4.5 Purchased Shares and Subsidiary Shares

- (a) The Vendor is the registered and beneficial owner of the Purchased Shares, free and clear of all Encumbrances (other than in connection with the CIBC Credit Facility). The Purchased Shares constitute all of the issued and outstanding shares of Comark. The Purchased Shares are validly issued and outstanding as fully paid and non-assessable shares in the authorized capital of Comark. Upon completion of the Transactions, the Purchaser will have good and valid legal title to the Purchased Shares, free and clear of all Encumbrances.
- (b) Comark is the registered and beneficial owner of the Bootlegger Shares, the cleo Shares and the Ricki's Shares. The Bootlegger Shares, the cleo Shares and the Ricki's Shares constitute all of the issued and outstanding shares of Bootlegger, cleo and Ricki's, respectively. The Bootlegger Shares, the cleo Shares and the Ricki's Shares are all validly issued and outstanding as fully paid and non-assessable shares in the authorized capital of Bootlegger, cleo and Ricki's, as applicable.

4.6 Stock Options and Similar Rights

Other than the Purchaser's rights under this Agreement, there are no rights, subscriptions, warrants, options, conversion rights, calls, commitments or plans or Contracts of any kind outstanding that would enable any Person to purchase or otherwise acquire any shares or other securities of any Comark Entity, including any securities convertible into or exchangeable or exercisable for shares or other securities of any Comark Entity.

4.7 Retained Assets

Each Comark Entity has good and marketable title to, is the lawful and beneficial owner of, its Retained Assets, free and clear of all Encumbrances, except Permitted Encumbrances, subject to the Approval and Vesting Order.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor and the Comark Entities the matters set out below.

5.1 Status of the Purchaser

The Purchaser is a corporation existing under the laws of Canada and is a "taxable Canadian corporation" for the purposes of the *Income Tax Act* (Canada).

5.2 Due Authorization and Enforceability of Obligations

- (a) The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement.

- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Purchaser.
- (c) This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms subject to the entry of the Approval and Vesting Order and to any limitations imposed by Law.

5.3 Financial Ability

The Purchaser will have, as of the Closing Date, (a) sufficient funds available for purposes of satisfying the Purchase Consideration and any other amount due hereunder or in respect hereof; and (b) the resources and capabilities (financial or otherwise) to perform its obligations hereunder, including the Retained Liabilities. The Purchaser has not, as of the date hereof, and will not have, as of the Closing Time, incurred any liability that would materially impair or adversely affect such resources and capabilities. The Purchaser's obligations to consummate the transactions contemplated by this Agreement are not conditioned or contingent in any way upon the receipt of financing from any person or the availability of funds to the Purchaser (including the respective commitments contemplated by each firm financing commitment).

5.4 Investment Canada

The Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada).

5.5 Litigation

There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of the Purchaser, pending or threatened against or relating to the Purchaser which, if determined adversely to the Purchaser, would

- (a) prevent the Purchaser from satisfying the Purchase Consideration to or as directed by the Vendor;
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement; or
- (c) prevent the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.

5.6 Due Diligence by Purchaser

The Purchaser acknowledges that it has relied solely on the results of its own independent investigation and the representations, warranties, conditions and statements in this Agreement.

5.7 Acknowledgements of the Purchaser

- (a) THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH HEREIN: (A) THE PURCHASER IS ACQUIRING THE PURCHASED SHARES (AND THE UNDERLYING RETAINED ASSETS AND RETAINED LIABILITIES OF THE COMARK

ENTITIES) ON AN “AS IS, WHERE IS” BASIS; AND (B) NONE OF THE VENDOR, THE COMARK ENTITIES, NOR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDOR OR THE COMARK ENTITIES, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY OR THE MONITOR) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE VENDOR, THE COMARK ENTITIES, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED ASSETS, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO, THE LEASES, THE LEASED REAL PROPERTY AND THE STATUS OF ANY OF THE LEASES, THE PERMITTED ENCUMBRANCES, THE RENTABLE AREA OF THE PREMISES AND THE LEASED REAL PROPERTY, THE EXISTENCE OF ANY DEFAULT ON THE PART OF THE COMARK ENTITIES OR LANDLORDS, THE USE PERMITTED AT ANY OF THE PREMISES AND THE LEASED REAL PROPERTY, THE EXISTENCE OF ANY ENCUMBRANCE AND/OR OFF-TITLE COMPLIANCE MATTERS AFFECTING THE RETAINED ASSETS, OR THE COMARK ENTITIES’ LEASEHOLD INTEREST THEREIN; AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL CONDITIONS OR WARRANTIES EXPRESSED OR IMPLIED PURSUANT TO THE SALE OF GOODS ACT (ONTARIO), THE INTERNATIONAL CONVENTION ON CONTRACTS FOR THE SALE OF GOODS (GENEVA CONVENTION) AND ANY OTHER APPLICABLE SALE OF GOODS LEGISLATION, WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT THE PURCHASER IS PURCHASING THE PURCHASED SHARES (AND THE UNDERLYING RETAINED ASSETS AND RETAINED LIABILITIES OF THE COMARK ENTITIES) AT ITS OWN RISK, AND ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, REGARDING MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR DEVELOPMENT, TITLE, DESCRIPTION, USE OR ZONING, ENVIRONMENTAL CONDITION, EXISTENCE OF LATENT DEFECTS, QUALITY, QUANTITY, ANY NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY, OR ANY OTHER THING AFFECTING THE BUSINESS, THE PURCHASED SHARES, ANY OF THE RETAINED ASSETS, ANY OF THE RETAINED LIABILITIES, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAW IN ANY JURISDICTION,

WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

- (b) The Purchaser acknowledges and agrees that, except for the representations and warranties of the Vendor set out in Article 4, none of the Vendor, the Comark Entities, the Monitor, any of their respective Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Comark Entities, the Monitor or any of their respective Affiliates has made any representation or warranty, express or implied, as to the Purchased Shares, the Business, the Retained Assets or the Retained Liabilities (including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of any of the Retained Assets), title to the Retained Assets, the Retained Employees, or the Retained Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that the Vendor, the Comark Entities, the Monitor or any other Person, furnished or made available to the Purchaser or its representatives (including any projections, estimates, budgets, offering memoranda, management presentations or due diligence materials).
- (c) The Purchaser acknowledges and agrees that the enforceability of this Agreement against the Vendor and the Comark Entities is subject to entry of the Approval and Vesting Order.

ARTICLE 6 SURVIVAL

All representations, warranties, covenants and agreements of the Parties made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

ARTICLE 7 PURCHASER'S CONDITIONS PRECEDENT

The obligation of the Purchaser to complete the Transactions is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

7.1 Truth and Accuracy of Representations at the Closing Time

All of the representations and warranties of the Vendor and the Comark Entities made in or pursuant to this Agreement shall be true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time, except as such representations and warranties may be affected by the occurrence of events or transactions contemplated or permitted by this Agreement.

7.2 Compliance with Covenants

The Vendor and the Comark Entities shall have performed or complied with, in all material respects, all of their respective obligations and covenants under this Agreement.

7.3 Transfer of Excluded Assets and Excluded Liabilities; Amalgamation

Pursuant to the Approval and Vesting Order:

- (a) ExcludedCo shall have been added as an applicant in the CCAA Proceedings;
- (b) all Excluded Assets and Excluded Liabilities shall have been transferred to ExcludedCo;
- (c) each Comark Entity and each of their respective business and property shall have been released and forever Discharged of all Claims and Encumbrances other than the Retained Liabilities and the Permitted Encumbrances; such that, from and after Closing the business and property of the Comark Entities shall exclude the Excluded Assets and shall not be subject to any Excluded Liabilities; and
- (d) the amalgamation between the Purchaser and Comark shall have been approved by the Court.

7.4 Release and Discharge of CIBC Debt and Security

The Purchaser shall be satisfied, acting reasonably, with the extinguishment, cancellation, termination, release and discharge of the CIBC Secured Debt, the CIBC Secured Debt Documents and all Claims and Encumbrances relating thereto, including in respect of the Purchased Shares, pursuant to the Approval and Vesting Order and, if applicable, the CIBC Release Agreement.

7.5 Consents and Authorizations

The Approval and Vesting Order shall have been issued by the Court and effective and shall be a Final Order.

7.6 Material Adverse Effect

There shall have been no Material Adverse Effect to the Business or to the Retained Assets since the Filing Date.

7.7 No Proceedings

There shall be no Order issued preventing, and no pending Claim or judicial or administrative proceeding, or investigation against any Party by any Governmental Authority known to the Parties, for the purpose of enjoining or preventing the consummation of the transactions contemplated in this Agreement.

7.8 Deliveries at Closing

Each of the deliveries required to be made to the Purchaser pursuant to Section 2.4 shall have been so delivered.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived, in writing, by the Purchaser, in whole or in part, at or prior to the applicable time for satisfaction of such conditions, and if they are not satisfied or waived at or prior to the applicable times, then the Purchaser may terminate this Agreement pursuant to Section 10.1.

ARTICLE 8 VENDOR'S AND COMARK ENTITIES' CONDITIONS PRECEDENT

The obligation of the Vendor and the Comark Entities' to complete the Transactions under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and the Comark Entities and may be waived in whole or in part with the consent of the Vendor and the Comark Entities):

8.1 Truth and Accuracy of Representations at Closing Time

All of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time.

8.2 Compliance with Covenants

The Purchaser shall have performed or complied with, in all material respects, all of its obligations and covenants under this Agreement.

8.3 Consents and Authorizations

The Approval and Vesting Order shall have been issued by the Court and effective and shall be a Final Order.

8.4 Deliveries at Closing

Each of the deliveries required to be made to the Vendor and the Comark Entities pursuant to Section 2.5 shall have been so delivered.

The foregoing conditions are for the exclusive benefit of the Vendor and the Comark Entities and may be waived, in writing, by the Vendor and the Comark Entities, in whole or in part, at or prior to the applicable time set for the satisfaction of such conditions and if they are not satisfied or waived at or prior to the applicable times, then the Vendor and the Comark Entities may terminate this Agreement pursuant to Section 10.1.

ARTICLE 9 OTHER COVENANTS OF THE PARTIES

9.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Closing Time, the Vendor and the Comark Entities shall, subject to any limitation imposed as a result of being subject to the CCAA Proceedings or, as required by any applicable Law, including any order of the Court, and except as the Purchaser may approve in writing or as otherwise contemplated or permitted by this Agreement, conduct the Business in all material respects in the ordinary course, consistent with past practice, and in particular:

- (a) not allow the Purchased Shares, the Bootlegger Shares, the cleo Shares, the Ricki's Shares, or any of the Retained Assets to become subject to any Encumbrance except Permitted Encumbrances;
- (b) use all reasonable efforts to preserve the Retained Assets intact and maintain the Retained Assets in accordance with standard industry practice;
- (c) not sell, lease, license, transfer or otherwise dispose of, or agree to sell, lease, license, transfer or otherwise dispose of, any of the Retained Assets except for the Inventory in the ordinary course of the Business, consistent with past practice;
- (d) use all reasonable efforts to keep available the services of the Employees for the Purchaser and to maintain relations and goodwill with suppliers, customers and others having business relations with the Comark Entities;
- (e) make all necessary Tax, governmental and other filings in a timely fashion, including Tax Returns, if necessary;
- (f) comply with all Laws and Governmental Authorizations;
- (g) pay to all of their Employees all wages (including overtime claims), salaries, bonuses and commissions, vacation pay and sick leave pay and other entitlements under Benefit Plans up to and including the Closing Time; and
- (h) not, without the prior written consent of the Purchaser, amend, disclaim, reject or vary any Contracts or the Governmental Authorizations, or enter into any Contract, agreement, instrument, purchase order, commitment, lease, engagement, indenture or transaction.

9.2 Approval and Vesting Order

- (a) The Comark Entities shall promptly serve on the service list in the CCAA Proceedings, as supplemented with such additional parties as the Purchaser may reasonably request, and file with the Court, motion materials seeking the Approval and Vesting Order, and use commercially reasonable efforts to obtain the issuance of the Approval and Vesting Order from the Court.

- (b) The Purchaser, the Vendor and the Comark Entities shall cooperate in obtaining the issuance of the Approval and Vesting Order, and the Comark Entities shall deliver to the Purchaser prior to service and filing, and as early in advance as is practicable to permit adequate and reasonable time for the Purchaser and its counsel to review and comment upon, copies of all proposed pleadings, motions, notices, statements, schedules, applications, reports and other material papers to be filed by the Comark Entities in connection with such motions and relief requested therein and any objections thereto.
- (c) The Purchaser, at its own expense, will promptly provide to the Vendor, the Comark Entities and the Monitor all such information within its possession or under its control as the Vendor, the Comark Entities or the Monitor may reasonably require to obtain the issuance of the Approval and Vesting Order.

9.3 Actions to Satisfy Closing Conditions

- (a) Each of the Parties shall use commercially reasonable efforts to take all such actions as are within its power to control, and to cause other actions to be taken which are not within its power to control, so as to fulfill and satisfy the conditions set forth in Article 7 or Article 8.
- (b) The Purchaser will promptly notify the Vendor and the Monitor, and the Vendor will promptly notify the Purchaser and the Monitor, upon:
 - (i) becoming aware of any Order or any complaint requesting an Order restraining or enjoining the execution of this Agreement or the consummation of the transactions contemplated under this Agreement; or
 - (ii) receiving any notice from any Governmental Authority of its intention:
 - (A) to institute a suit or proceeding to restrain or enjoin the execution of this Agreement or the consummation of the transactions contemplated by this Agreement; or
 - (B) to nullify or render ineffective this Agreement or such transactions if consummated.
- (c) The Vendor and the Comark Entities shall use all reasonable efforts to obtain, prior to the Closing Date, all consents and approvals, in form and substance satisfactory to the Purchaser, acting reasonably, necessary for the completion of the Transactions.

9.4 Submission to Jurisdiction

- (a) Each Party submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in the Court.

- (b) The Parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or relating to this Agreement in the Court, including the objection that the proceedings have been brought in an inconvenient forum.

ARTICLE 10 TERMINATION

10.1 Termination Rights

Subject to Section 10.2, this Agreement may be terminated prior to Closing as follows:

- (a) by the Purchaser, by written notice to the Vendor, the Comark Entities and the Monitor, if any of the conditions precedent contained in Article 7 have not been satisfied or waived by no later than August 7, 2020; provided that the Purchaser is not in breach of its obligations hereunder;
- (b) by the Vendor and the Comark Entities, by written notice to the Purchaser and the Monitor, if any of the conditions precedent contained in Article 8 have not been satisfied or waived by no later than August 7, 2020; provided that the Vendor and the Comark Entities are not in breach of their obligations hereunder; or
- (c) from receipt of a written notice by the Purchaser, on one hand, or the Vendor and the Comark Entities, on the other hand;
 - (i) if a Governmental Authority issues an Order prohibiting the Transactions;
 - (ii) if Closing does not take place by August 7, 2020, provided that the Party terminating the Agreement pursuant to this Section 10.1(c)(ii) is not in breach of its obligations under this Agreement at the time of such termination; or
 - (iii) if the CCAA Proceedings are terminated in respect of any Comark Entity prior to the Closing Time.

10.2 Effect of Termination

If this Agreement is terminated pursuant to Section 10.1, all further obligations of the parties hereto under this Agreement will cease immediately; and the Parties will have no further obligations to each other (except for its obligations pursuant to Article 6, and Sections 11.1, 11.2, and 11.3); provided that nothing herein shall release any Party from any obligation in respect of a breach of this Agreement prior to the date of termination of this Agreement pursuant to this Section 10.2.

ARTICLE 11 GENERAL

11.1 Monitor's Capacity

The Purchaser acknowledges and agrees that the Monitor, acting in its capacity as the Monitor of the Comark Entities in the CCAA Proceedings, will have no liability in connection with this Agreement whatsoever in its capacity as Monitor, in its personal capacity or otherwise.

11.2 Public Notices

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement and no Party shall act in this regard without the prior approval of the other, such approval not to be unreasonably withheld, except where required to meet timely disclosure obligations of any Party under applicable Laws (including the CCAA) in circumstances where prior consultation with the other Party is not practicable and a copy of such disclosure is provided to the other Party.

11.3 Expenses

Except as otherwise provided in this Agreement, each of the Parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Business and the Purchased Shares and the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses incurred.

11.4 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

- (a) in the case of a Notice to the Vendor at:

9383921 Canada Inc.
Suite 2900 – 650 West Georgia Street
Vancouver, BC V6B 4N8

Attention: Nigel Cave
E-mail: ncave@sternpartners.com

With a copy to:

Chaitons LLP
5000 Yonge St
North York, ON M2N 7E9

Attention: Harvey Chaiton
E-mail: harvey@chaitons.com

- (b) in the case of a Notice to the Monitor at:

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Attention: Al Hutchens and Joshua Nevsky
E-mail: ahutchens@alvarezandmarsal.com /
jnevsky@alvarezandmarsal.com

With a copy to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Brendan O'Neil and Bradley Wiffen
E-mail: boneill@goodmans.ca / bwiffen@goodmans.ca

- (c) in the case of a Notice to the Purchaser at:

c/o Stern Partners Inc.
Suite 2900 - 650 West Georgia Street
Vancouver, BC V6B 4N8

Attention: Nigel Cave
E-mail: ncave@sternpartners.com

- (d) in the case of a Notice to the Comark Entities at:

c/o Comark Holdings Inc.
6789 Millcreek Drive
Mississauga, ON L5N 5M4

Attention: Shamsh Kassam
Email: skassam@sternpartners.com

With a copy to:

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Tracy Sandler and Martino Calvaruso
E-mail: tsandler@osler.com / mcalvaruso@osler.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section 11.4.

11.5 Assignment

No party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party, except for assignment of all or any part of this Agreement by the Purchaser to one or more Affiliates, provided that:

- (a) the assignee(s) will become jointly and severally liable with the Purchaser, as a principal and not as a surety, with respect to all of the obligations of the Purchaser, including the representations, warranties, covenants, indemnities and agreements of the Purchaser; and
- (b) the assignee(s) must execute an agreement confirming the assignment and the assumption by the assignee of all obligations of the Purchaser under this Agreement.

11.6 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

11.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

11.8 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing provided that the costs and expenses of any actions taken after Closing at the request of a Party shall be the responsibility of the requesting Party.

11.9 Severability

If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

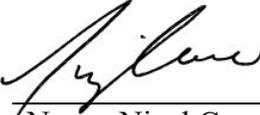
11.10 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile, email or other electronic means and all such counterparts together shall constitute one and the same agreement.

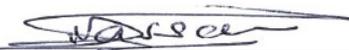
[Remainder of page intentionally left blank]

IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.

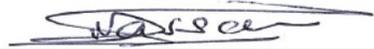
9383921 CANADA INC.

By: 
Name: Nigel Cave
Title: Secretary

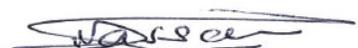
COMARK HOLDINGS INC.

By: 
Name: Shamsh Kassam
Title: Director

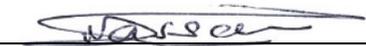
BOOTLEGGER CLOTHING INC.

By: 
Name: Shamsh Kassam
Title: Director

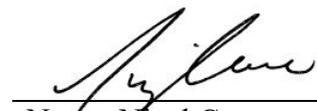
CLEO FASHIONS INC.

By: 
Name: Shamsh Kassam
Title: Director

RICKI'S FASHIONS INC.

By: 
Name: Shamsh Kassam
Title: Director

12132958 CANADA LTD.

By: 
Name: Nigel Cave
Title: Secretary

SCHEDULE 1.1(a): EXCLUDED CONTRACTS

Contract¹	Vendor
Agreement between Comark Services Inc. and Arkadin Canada Inc. dated January 1, 2011	ARKADIN CANADA INC.
Agreement between Comark Services Inc. and Wheels International Inc. dated July 31, 2017	Wheels International Inc.
Agreement between Venngo Inc. and Ricki's Fashions Inc. dated February 1, 2020	Venngo Inc.
Statement of Work July 5, 2019 v1.3 between Comark Services Inc. and Relation1 Toronto Inc.	Relation1 Toronto Inc.
Agreement between Comark Inc. and Amex Bank of Canada dated May 25, 2007	Amex Bank of Canada
Agreement between Cleo Fashions Inc. and Xerox Canada Ltd. Dated June 13, 2019	Xerox Canada
Agreement between Comark Services Inc. and Xerox Canada Ltd. dated January 1, 2019	Xerox Canada
Agreement between Pinnacle Building Maintenance and Bootlegger Clothing Inc. dated January 18, 2019	Pinnacle Building Maintenance
Agreement between Urban Impact Recycling LTD. and Bootlegger Clothing Inc. dated February 27, 2018	Urban Impact Recycling LTD.
Agreement between Simplex Grinnell (a Tyco International Company) and Comark Inc. dated December 17, 2014	Simplex Grinnell (A Tyco International Company)
Preventative Maintenance Agreement between OLAR Mechanical Service Ltd. And Comark Holdings Inc. dated May 1, 2020	OLAR Mechanical Service Ltd.
Agreement between Comark Inc. and Vedu Cleaning Services Inc. dated May 12, 2009	Vedu Cleaning Services
Agreement between Comark Services Inc. and Turf Lawn Care & Maintenance Inc. dated November 20, 2019	Turf Lawn Care & Maintenance Inc.
Life, Long Term Disability and Global Medical Assistance Group Policy Contract between Comark Services Inc. and The Great-West Life Assurance Company (Effective Date: March 1, 2016, Group Policy No. 169131)	The Great-West Life Assurance Company
Life, Long Term Disability and Global Medical Assistance Group Policy Contract between Bootlegger Clothing Inc. and The Great-West Life Assurance	The Great-West Life Assurance Company

¹ Each of the contracts listed as may have been amended, restated, supplemented and/or amended and restated from time to time.

Company (Effective Date: March 1, 2016; Group Policy No. 169150)	
Life, Long Term Disability and Global Medical Assistance Group Policy Contract between Cleo Fashions Inc. and The Great-West Life Assurance Company (Effective Date: March 1, 2016; Group Policy No. 169152)	The Great-West Life Assurance Company
Life, Long Term Disability and Global Medical Assistance Group Policy Contract between Ricki's Fashions Inc. Clothing Inc. and The Great-West Life Assurance Company (Effective Date: March 1, 2016; Group Policy No. 169154)	The Great-West Life Assurance Company
Extended Health, Dental and Short Term Disability Plan Document between Comark Services Inc. and The Canada Life Assurance Company (Effective Date: April 1, 2020, Plan No. 59297)	The Canada Life Assurance Company
Extended Health, Dental and Short Term Disability Plan Document between Bootlegger Clothing (2017) Inc. and The Canada Life Assurance Company (Effective Date: April 1, 2020, Plan No. 59308)	The Canada Life Assurance Company
Extended Health, Dental and Short Term Disability Plan Document between Cleo Fashions Inc. and The Canada Life Assurance Company (Effective Date: April 1, 2020, Plan No. 59309)	The Canada Life Assurance Company
Extended Health, Dental and Short Term Disability Plan Document between Ricki's Fashions Inc. and The Canada Life Assurance Company (Effective Date: April 1, 2020, Plan No. 59310)	The Canada Life Assurance Company

SCHEDULE 1.1(b): EXCLUDED LEASES

See attached.

Schedule 1.1(b)
Excluded Leases
Corporate Offices

Corporate Office	Landlord	Street Address	City	Province	Postal Code
Comark Services Ontario / cleo Home Office	Artis REIT	6789 Millcreek Dr	Mississauga	ON	L5N 5M4
Bootlegger Home Office	Jordon Enterprises	250-6651 Frasenwood Place	Richmond	BC	V6W 1J3

Stores

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20370	Bootlegger	Oshawa Centre	Ivanhoe Cambridge	4235 - 419 King Street W.	Oshawa	ON	L1J2K5	JeanMachine_OSHA_4235_AssignAmend_20180906_SIGNE D.pdf, Lease Agreement Store # 11 Oshawa Centre.pdf, oshawa centre - b3770 - abstract.pdf
20382	Bootlegger	Conestoga Mall	Ivanhoe Cambridge	G1A - 550 King Street North	Waterloo	ON	N2L 5W6	Lease Agreement Store # 45 Conestoga Mall.pdf, JeanMachine_CONE_G1A_AssignAmend_20180927_SIGNED.pdf, Conestoga - BT382 - Ext to 3.31.2021.pdf, conestoga - b3382 - abstract.pdf
20383	Bootlegger	Lime Ridge Mall	Cadillac	206 - 999 Upper Wentworth St.	Hamilton	ON	L9A 4X5	Lease Agreement Store # 14 LimeRidge Mall.PDF, JeanMachine (LRM) Assignment to Bootlegger v2 - SIGNED.pdf, lime ridge - b3383 - abstract.pdf
20434	Bootlegger	Seaway Mall	Doral Holdings	L2A-L5 - 800 Niagara Street North	Welland	ON	L3C 5Z4	Seaway - CL337 - LEASE FILE.PDF, seaway - c337 - abstract.pdf
20653	Bootlegger	Emerald Hills Centre	ONE Property Management Limited Partnership	320 - 5000 Emerald Hills Drive	Sherwood Park	AB	T8H 0P5	Emerald Hills - BT653 - LEASE FILE.PDF, emerald hills - b1653 - abstract.pdf
20662	Bootlegger	West Edmonton Mall 2	West Ed Prop	T-127 - 8882-170 Street	Edmonton	AB	T5T 4J2	West Edmonton - BT662 - LEASE FILE.PDF, West Edmonton - BT662 - Ext to 1.31.2024, west edmonton - b1662 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20746	Bootlegger	Parks West Mall	Anthem	350 - 480-900 Carmichael Lane	Hinton	AB	T7V 1Y6	Parks West - BT746 - LEASE FILE.PDF, Parks West - BT746 - Ext to 1.31.2021.pdf, Parks West - BT746 - Ext to 1.31.2020.pdf, parks west - bt746 - abstract.pdf
20857	Bootlegger	Westshore Town Centre	QuadReal	174 - 2945 Jacklin Road	Victoria	BC	V9B 5E3	Westshore Town Centre - BT857 - LEASE FILE.PDF, Westshore Town Centre - BT857 - Ext to 1.31.2021.pdf, westshore town centre - bt857 - abstract.pdf
20921	Bootlegger	Lougheed Mall	Shape Property Mgmt Corp.	221 - 9855 Austin Avenue	Burnaby	BC	V3J 1N4	Lougheed - BT921 - LEASE FILE.PDF, lougheed - bt921 - abstract.pdf
30295	Rick's	Cloverdale Mall	QuadReal	1296A - 250 The East Mall	Etobicoke	ON	M9B 3Y8	Cloverdale - RK295 - LEASE FILE.PDF, Cloverdale - RK295 - Ext to 1.31.2020.pdf, Cloverdale - RK295 - Ext to 1.31.2021.pdf, cloverdale - rk295 - abstract.pdf
30337	Rick's	Seaway Mall	Doral Holdings	L2A-L5 - 800 Niagara Street North	Welland	ON	L3C 5Z4	Seaway - CL337 - LEASE FILE.PDF, seaway - cl337 - abstract.pdf
30349	Rick's	Downtown Chatham Centre	1854313 Ontario Limited	T228T229 - 100 King Street West	Chatham	ON	N7M 6A9	DT Chatham Centre - CL349 - LEASE FILE.PDF, DT Chatham Centre - CL349 - Ext to 2.28.2018.pdf, DT Chatham Centre - CL349 - Ext to 2.28.2021.pdf, DT Chatham Centre - CL349 - Ext to 2.29.2016.pdf, dt chatham - cl349 - abstract.pdf
30362	Rick's	Yonge Sheppard Centre	RioCan	232 - 4841 Yonge Street	Toronto	ON	M2N 5X2	Yonge Sheppard RK362 - LEASE FILE.pdf, Yonge Sheppard RK362 - Notice of Opening Date.pdf, Yonge Sheppard RK362 - Area Certificate.pdf, yonge sheppard - rk362 - abstract.pdf
30398	Rick's	Sheridan Centre	Avison Young	115A - 2225 Erin Mills Parkway	Mississauga	ON	L5K 1T9	Sheridan - CL398 - LEASE FILE.PDF, sheridan - cl398 - abstract.pdf
30651	Rick's	Emerald Hills Centre	ONE Property Management Limited Partnership	325 - 5000 Emerald Hills Drive	Sherwood Park	AB	T8H 0P5	Emerald Hills - RK651 - LEASE FILE.PDF, emerald hills - rk651 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
30657	Ricki's	Signal Hill Centre	RioCan	5518 Signal Hill Centre SW	Calgary	AB	T3H 3P8	Signal Hill - RK657 - LEASE FILE.PDF, signal hill - rk657 - abstract.pdf
30682	Ricki's	Caplano SmartCentres	SmartCentres	150 - 5055 - 101 Avenue NW	Edmonton	AB	T6A 0G7	Caplano SmartCentres - RK682 - LEASE FILE (2).PDF, sc caplano - rk682 - abstract.pdf
30857	Ricki's	Westshore Town Centre	QuadReal	174 - 2945 Jacklin Road	Victoria	BC	V9B 5E3	Westshore Town Centre - BT1857 - LEASE FILE.PDF, Westshore Town Centre - BT1857 - Ext to 1.31.2021.pdf, Westshore town centre - bt857 - abstract.pdf
40292	cleo	Pembroke Mall	Strathallen Property Management Inc.	320 - 1100 Pembroke Street East	Pembroke	ON	K8A 6Y7	Pembroke CL292 - LICENSE AGREEMENT.pdf, Pembroke - CL292 - Ext to 1.31.2022.pdf, pembroke - cl292 - abstract.pdf
40293	cleo	Conestoga Mall	Ivanhoe Cambridge	A11 - 550 King Street North	Waterloo	ON	N2L 5W6	Conestoga - CL293 - LEASE FILE.PDF, Conestoga - CL293 - Ext to 1.31.2020.pdf, Conestoga - CL293 - Ext to 1.31.2021.pdf, conestoga - cl293 - abstract.pdf
40337	cleo	Seaway Mall	Doral Holdings	L2A-L5 - 800 Niagara Street North	Welland	ON	L3C 5Z4	Seaway - CL337 - LEASE FILE.PDF, seaway - cl337 - abstract.pdf
40349	cleo	Downtown Chatham Centre	1854313 Ontario Limited	T228/T229 - 100 King Street West	Chatham	ON	N7M 6A9	DT Chatham Centre - CL349 - LEASE FILE.PDF, DT Chatham Centre - CL349 - Ext to 2.28.2018.pdf, DT Chatham Centre - CL349 - Ext to 2.28.2021.pdf, DT Chatham Centre - CL349 - Ext to 2.29.2016.pdf, dt chatham - cl349 - abstract.pdf
40361	cleo	Intercity Shopping Centre	Morguard	D18 - 1000 Fort William Road	Thunder Bay	ON	P7B 6B9	Intercity CL361 - LEASE FILE.pdf, Intercity cleo Extension after MTM exp31.01.2022.pdf, intercity - cl361 - abstract.pdf
40364	cleo	Place Bell	H&R REIT	17 - 160 Elgin Street	Ottawa	ON	K2P 2P7	Place Bell - CL364 - LEASE FILE.pdf, place bell - cl364 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
40392	cleo	Georgian Mall	RioCan	D012 - 509 Bayfield St.	Barrie	ON	L4M 4Z8	Georgian - CL392 - Consent to Assign and Amend, Georgian - CL392 - JM Assignment, Georgian - Jean Machine - LEASE FILE
40398	cleo	Sheridan Centre	Avison Young	115A - 2225 Erin Mills Parkway	Mississauga	ON	L5K 1T9	Sheridan - CL398 - LEASE FILE.PDF, sheridan - c1398 - abstract.pdf
40663	cleo	Edmonton City Centre East	Centrecorp Management Services Ltd.	103 - 101 St. & 102 Ave.	Edmonton	AB	T5J 2Y8	Edmonton City Centre East - CL663 - LEASE FILE.PDF, edmonton cce - c1663 - abstract.pdf
40698	cleo	Bower Place	QuadReal	195A - 4900 Molly Banister Dr.	Red Deer	AB	T4R 1N9	Bower Place - CL698 - LEASE FILE.pdf, bower - c1698 - abstract.pdf
40904	cleo	Willowbrook Shopping Centre	QuadReal	235 - 19705 Fraser Highway	Langley	BC	V3A 7E9	Willowbrook - CL904 - LEASE FILE.PDF, Willowbrook - CL904 - Ext to 1.31.2018.pdf, Willowbrook - CL904 - Ext to 1.31.2019.pdf, Willowbrook - CL904 - Ext to 3.31.2019.pdf, Willowbrook - CL904 - Ext to 3.31.2020.pdf, willowbrook - c1904 - abstract.pdf
20679	Bootlegger	Bower Place	QuadReal	158 - 4900 Molly Banister Dr.	Red Deer	AB	T4R 1N9	Bower Place - BT679 - LEASE FILE.PDF, Bower Place - BT679 - Ext to 1.31.2025.pdf, Bower Place - BT679 - Ext to 1.31.2020.pdf, bower - b1679 - abstract.pdf
20916	Bootlegger	Willowbrook Shopping Centre	QuadReal	219 - 19705 Fraser Highway	Langley	BC	V3A 7E9	Willowbrook - BT916 - LEASE FILE.PDF, Willowbrook - BT916 - Ext to 1.31.2022.pdf, willowbrook - b916 - abstract.pdf
30715	Rick's	Bower Place	QuadReal	158A - 4900 Molly Banister Dr.	Red Deer	AB	T4R 1N9	Bower Place - RK715 - LEASE FILE.PDF, Bower Place - RK715 - Ext to 1.31.2018.pdf, Bower Place - RK715 - Ext to 1.31.2020.pdf, Bower Place - RK715 - Ext to 1.31.2025.pdf, bower - rk715 - abstract.pdf
30878	Rick's	Willowbrook Shopping Centre	QuadReal	219A - 19705 Fraser Highway	Langley	BC	V3A 7E9	Willowbrook - RK878 - LEASE FILE.PDF, Willowbrook - RK878 - Ext to 1.31.2018.pdf, Willowbrook - RK878 - Ext to 1.31.2021.pdf, Willowbrook - RK878 - Ext to 1.31.2017.pdf, willowbrook - rk878 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
30498	Rick's	Arthur Street Market Place	Prime Site Properties Inc.	Unit 3 - 1165 Arthur Street West	Thunder Bay	ON	P7E 6L5	Arthur Street Marketplace RK498 - LEASE FILE.pdf, arthur street - rk498 - abstract.pdf
20094	Bootlegger	Corner Brook Plaza	Westcliff	2150 - 44 Maple Valley Road	Corner Brook	NL	A2H 6L8	Corner Brook Plaza - BT094 - LEASE FILE.PDF, Corner Brook Plaza - BT094 - EXT TO 1.31.2021.pdf, Corner Brook Plaza - BT094 - EXT TO 1.31.2021 LLD Exec Committee Approval.pdf, corner brook - bt094 - abstract.pdf
30082	Rick's	Corner Brook Plaza	Westcliff	2050 - 44 Maple Valley Road	Corner Brook	NL	A2H 6L8	Corner Brook Plaza - RK082 - LEASE FILE.PDF, Corner Brook Plaza - RK082 - Ext to 1.31.2021.pdf, corner brook - rk082 - abstract.pdf
40084	cleo	Corner Brook Plaza	Westcliff	2450 - 44 Maple Valley Road	Corner Brook	NL	A2H 6L8	Corner Brook Plaza - CL084 - LEASE FILE.PDF, Corner Brook Plaza - CL084 - Ext to 1.31.2021.pdf, Corner Brook Plaza - CL084 - Ext to 1.31.2018.pdf, corner brook - cl084 - abstract.pdf
40417	cleo	Cornwall Square	Groupe Quint	T-003 - 1 Water Street East	Cornwall	ON	K6H 6M2	Cornwall Square - CL417 - LEASE FILE.PDF, Cornwall Square - CL417 - Ext to 1.31.2024.pdf, Cornwall Square - CL417 - Ext to 1.31.2019.pdf, cornwall square - cl417 - abstract.pdf

SCHEDULE 1.1(c): RETAINED LEASES

See attached.

Schedule 1.1(c)
Retained Leases
Corporate Offices

Corporate Office		Landlord	Street Address	City	Province	Postal Code
Comark Manitoba	Parian Logistics	1530 Gambale Place	Winnipeg	MB	R3T 1N6	
Ricki's Home Office	Parian Logistics	1530 Gambale Place	Winnipeg	MB	R3T 1N6	

Restructured Leases (Stores)

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20045	Bootlegger	Regent Mall	Primaris Retail REIT	E001B - 1381 Regent St.	Fredericton	NB	E3C 1A2	Regent Mall - BT045 - LEASE FILE.PDF, Regent Mall- BT045 - Extension.pdf, regent - b045 - abstract.pdf
20052	Bootlegger	Mic Mac Mall	Ivanhoe Cambridge	180 - 21 Micmac Blvd.	Dartmouth	NS	B3A 4N3	Mic Mac Mall - BT052 - LEASE FILE.PDF, Mic Mac Mall - BT052 - EXT TO 1.31.2020.pdf, Mic Mac Mall - BT052 - EXT TO 1.31.2021.pdf, mic mac mall - b052 - abstract.pdf
20090	Bootlegger	Champlain Place	Cadillac	H007A - 477 Paul Street	Drepper	NB	E1A 4X5	Champlain Place - BT090 - LEASE FILE.PDF, champlain - b090 - abstract.pdf
20092	Bootlegger	Avalon Mall	Crombie	2090 - 48 Kenmount Road	St. John's	NL	A1B 1W3	Avalon - BT092 - LEASE FILE.pdf, avalon - b092 - abstract.pdf
20099	Bootlegger	Mayflower Mall	McCOR Management	16 - 800 Grand Lake Road	Sydney	NS	B1P 6S9	Mayflower - BT099 - LEASE FILE.PDF, Mayflower - BT099 - Ext to 1.31.2022.pdf, mayflower - b099 - abstract.pdf
20252	Bootlegger	Suncoast Mall	1865099 Ontario Limited	15-18 -397 Bayfield Road	Goderich	ON	N7A 4E9	Suncoast Mall - RK252 - Ext to 1.31.2015.PDF, Suncoast Mall - RK252 - LEASE FILE.PDF, Suncoast Mall - RK252 - Goderich Final Mutual Release.PDF, Suncoast Mall - BT252 - Ext to 1.31.2018.pdf, Suncoast Mall - BT252 - Ext to 1.31.2020.pdf, Suncoast Mall - BT252 - Ext to 1.31.2022.pdf, Suncoast Mall - BT252 - Ext to 1.31.2017.pdf, suncoast - bt252 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20307	Bootlegger	White Oaks Mall	BentallGreenOak (Canada) LP	475 - 1105 Wellington Road S	London	ON	N6E 1V4	White Oaks - BT307 - LEASE FILE.PDF, WhiteOaks - BT307 - Ext to 1.31.2018.pdf, White Oaks - BT307 - Ext to 1.31.2020.pdf, White Oaks - BT307 Ext to 1.31.2021.pdf, White Oaks - BT307 - Ext to 1.31.2017.pdf, white oaks - b307 - abstract.pdf
20312	Bootlegger	Fairview Park Mall	Cadillac	E012A - 2860 Kingsway Drive	Kitchener	ON	N2C 1X1	Fairview Park - BT312 - LEASE FILE.PDF, fairview park - b312 - abstract.pdf
20332	Bootlegger	Northumberland Mall	Trinity Property Services Inc.	N007 - 1111 Elgin Street West	Cobourg	ON	K9A 5H7	Northumberland - RK332 - LEASE FILE.PDF, Northumberland - RK332 - Ext to 1.31.2018.pdf, Northumberland - BT332 - Ext to 1.31.2020.pdf, Northumberland - BT332 - Ext to 1.31.2021.pdf, northumberland - BT332 - Ext to 1.31.2016.pdf, northumberland - b332 - abstract.pdf
20336	Bootlegger	Timmins Square	RioCan	8 - 1500 Riverside Drive	Timmins	ON	P4R 1A1	Timmins Square - BT336 - LEASE FILE.PDF, Timmins Square - BT336 - Ext to 1.31.2021.PDF, timmins square - b336 - abstract.pdf
20339	Bootlegger	Lindsay Square	Daypart Inc.	27 - 401 Kent Street West	Lindsay	ON	K9V 4Z1	Lindsay Square - RK339 - LEASE FILE.PDF, Lindsay Square - BT339 - Ext to 1.31.2018.pdf, Lindsay Square - BT339 - Ext to 1.31.2020.pdf, Lindsay Square - BT339 - Ext to 1.31.2022.pdf, Lindsay Square - BT339 - Ext to 1.31.2017.pdf, lindsay square - b339 - abstract.pdf
20345	Bootlegger	New Sudbury Centre	Morguard	281 - 1349 Lasalle Blvd	Sudbury	ON	P3A 1Z2	New Sudbury Centre - BT345 - LEASE FILE.PDF, new sudbury b345 - abstract.pdf
20346	Bootlegger	Intercity Shopping Centre	Morguard	D9 - 1000 Fort William Road	Thunder Bay	ON	P7B 6B9	Intercity - BT346 - LEASE FILE.PDF, Intercity - BT346 - Ext to 1.31.2018.pdf, Intercity - BT346 - Ext to 1.31.2019.pdf, Intercity - BT346 - Ext to 1.31.2020.pdf, Intercity - BT346 - Ext to 1.31.2022.pdf, Intercity - b346 - abstract.pdf
20359	Bootlegger	Pickering Town Centre	Cushman & Wakefield Asset Services Inc.	5051 - 1355 Kingston Road	Pickering	ON	L1V 1B8	Pickering Town Centre - BT246 - Lease.PDF, Pickering Town Centre - BT359 - Ext to 1.31.2018.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2019.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2020.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2021.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2017.pdf, Pickering Town Centre - BT359 - Amend dated Aug 15 2014.pdf, pickering - b359 - abstract.pdf
20385	Bootlegger	Quinte Mall	Cushman & Wakefield Asset Services Inc.	P8 - 390 North Front Street	Belleville	ON	K8P 3E1	Quinte Mall - BT385 - LEASE FILE.PDF, Quinte Mall - BT385 - Ext to 1.31.2023.pdf, quinte - b385 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20406	Bootlegger	Georgian Mall	RioCan	N021 - 509 Bayfield St.	Barrie	ON	L4M 4Z8	Georgian Mall - BT406 - LEASE FILE.pdf, Georgian Mall - BT406 - Ext to 1.31.2023.pdf, georgian - b406 - abstract.pdf
20430	Bootlegger	Cambridge Centre	Morguard	108C - 355 Hespeler Road	Cambridge	ON	N1R 6B3	Cambridge - BT430 - LEASE FILE.PDF, Cambridge - BT430 - Ext to 1.31.2019.pdf, Cambridge - BT430 - Consent to Assign Ext to 1.31.2021.PDF, Cambridge - BT430 - Ext to 1.31.2018.pdf, cambridge - b430 - abstract.pdf
20448	Bootlegger	Pembroke Mall	Strathallen Property Management Inc.	104 - 1100 Pembroke Street East	Pembroke	ON	K6A 6Y7	Pembroke - RK448 - LEASE FILE.PDF, Pembroke - BT448 - Ext to 1.31.2021.pdf, pembroke - b448 - abstract.pdf
20456	Bootlegger	Pen Centre	Cushman & Wakefield Asset Services Inc.	14A - 221 Glendale Avenue	St. Catharines	ON	L2T 2K9	Pen Centre - BT456 - LEASE FILE.PDF, Pen Centre - BT456 - Ext to 1.31.2019.pdf, Pen Centre - BT456 - Ext to 1.31.2020.pdf, Pen Centre - BT456 - Ext to 1.31.2021.pdf, pen - b456 - abstract.pdf
20495	Bootlegger	Station Mall	Centrecorp Management Services Ltd.	K11K12 - 293 Bay Street	Sault Ste. Marie	ON	P6A 1X3	Station Mall - BT495 - LEASE FILE.PDF, Station Mall - BT495 - Ext to 1.31.2018.PDF, Station Mall - BT495 - Ext to 2.28.2019.pdf, Station Mall - BT495 - Ext to 2.29.2020.pdf, Station Mall - BT495 - Ext to 2.28.2021.pdf, Station Mall - BT495 - Ext to 1.31.2017.pdf, Station Mall - BT495 - Amend dated 7.28.2015.pdf, station - b495 - abstract.pdf
20510	Bootlegger	Polo Park	Cadillac	L132D - 1485 Portage Avenue	Winnipeg	MB	R3G 0W4	Polo Park - BT510 - LEASE FILE.pdf, polo - b510 - abstract.pdf
20511	Bootlegger	St. Vital Centre	Cushman & Wakefield Asset Services Inc.	71 - 1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	St.Vital - BT511 - LEASE FILE.PDF, St.Vital - BT511 - Ext to 1.31.2022.pdf, st vital - bt511 - abstract.pdf
20533	Bootlegger	Shoppers Mall	Morguard	10 - 1570 18th Street	Brandon	MB	R7A 5C5	Brandon Shoppers Mall - BT533 - LEASE FILE.PDF, Shoppers Mall - BT533 - Ext to 1.31.2021.pdf, Shoppers Mall - BT533 - Consent to Assign Ext to 1.31.2023.PDF, shoppers mall - bt533 - abstract.pdf
20581	Bootlegger	Southland Mall	Strathallen Property Management Inc.	106 - 2965 Gordon Road	Regina	SK	S4S 6H7	Southland Mall - BT581 - LEASE FILE.PDF, Southland Mall - BT581 - Ext to 1.31.2016.PDF, Southland Mall - BT581 - Ext to 1.31.2021.pdf, southland - bt581 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20588	Bootlegger	Northgate Mall	Westdale Construction Co. Limited	14 - 489 Albert Street North	Regina	SK	S4R 3C4	Northgate Mall - BT588 - LEASE FILE.PDF, Northgate Mall - BT588 - Ext to 1.31.2019.pdf, Northgate Mall - BT588 - Ext to 1.31.2021.pdf, northgate - bt588 - abstract.pdf
20593	Bootlegger	Lawson Heights	Morguard	4 - 134 Primrose Drive	Saskatoon	SK	S7K 5S6	Lawson Heights - RK602 - LEASE FILE.PDF, Lawson Heights - RK602 - Ext to 1.31.2020.pdf, Lawson Heights - RK602 - Consent to Assign Ext to 1.31.2022.PDF, lawson - bt593 - abstract.pdf
20596	Bootlegger	Gateway Mall	Avison Young	191 - 1403 Central Avenue	Prince Albert	SK	S6V 7J4	Gateway - BT596 - Extension Letter.PDF, Gateway Mall - BT596 - LEASE FILE.PDF, Gateway Mall - BT596 - Ext to 1.31.2019.pdf, Gateway Mall - BT596 - Ext to 1.31.2020.pdf, Gateway Mall - BT596 - Ext to 1.31.2021.pdf, gateway - bt596 - abstract.pdf
20599	Bootlegger	Midtown Plaza	Cushman & Wakefield Asset Services Inc.	T247A - 201 - 1st Avenue South	Saskatoon	SK	S7K 1J9	Midtown Plaza - BT599 - LEASE FILE.PDF, Midtown - BT599 - Ext to 1.31.2025.pdf, midtown - bt599 - abstract.pdf
20606	Bootlegger	Parkland Mall	BentallGreenOak (Canada) LP	23 - 277 Broadway St. E.	Yorkton	SK	S3N 3G7	Parkland Mall - BT606 - LEASE FILE.pdf, parkland sk - bt606 - abstract.pdf
20615	Bootlegger	Centre At Circle And Eighth	Morguard	150 - 3310 8th Street East	Saskatoon	SK	S7H 5M3	Centre at Circle and Eighth - RK615 - LEASE FILE.PDF, Centre at Circle and Eighth - RK615 - Ext to 1.31.2023.pdf, Centre at Circle and Eighth - RK615 - Consent to Assign Ext to 1.31.2025.PDF, centre at circle - bt615 - abstract.pdf
20634	Bootlegger	Swift Current Mall	CREIT	409/407/405 - 1 Springs Drive	Swift Current	SK	S9H 3X6	Swift Current Mall - RK634 - Ext to 1.31.2018.PDF, Swift Current - RK634 - LEASE FILE.PDF, Swift Current - RK634 - Ext to 1.31.2023.pdf, swift current - bt634 - abstract.pdf
20635	Bootlegger	Frontier Mall	Terracap	13/15 - 11429 Railway Street East	N. Battleford	SK	S9A 3G8	Frontier Mall - BT635 - Ext to 1.31.2016.PDF, Frontier Mall - RKBT635 - LEASE FILE.PDF, Frontier Mall - BT635 - Ext to 1.31.2021.pdf, frontier - bt635 - abstract.pdf
20637	Bootlegger	Victoria Square Mall	Artis REIT	30 - 2223 Victoria Avenue E.	Regina	SK	S4N 6E4	Victoria Square - RK637 - LEASE FILE.PDF, Victoria Square - BT637 - Ext to 1.31.2024.pdf, victoria square - bt637 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20656	Bootlegger	Southcentre Mall	Oxford	66 - 100 Anderson Road S.E.	Calgary	AB	T2J 3V1	Southcentre - BT656 - LEASE FILE.pdf, southcentre - bt656 - abstract.pdf
20668	Bootlegger	Lloyd Mall	Triovest	169 - 5211-44th Street	Lloydminster	AB	T9Y 0A7	Lloyd Mall - BT668 - LEASE FILE.PDF, lloyd mall - bt668 - abstract.pdf
20677	Bootlegger	Crossiron Mills	Ivanhoe Cambridge	644 - 261055 Crossiron Blvd.	Rocky View	AB	T4A 0G3	Crossiron Mills - BT677 - LEASE FILE.PDF, crossiron mills - bt677 - abstract.pdf
20683	Bootlegger	Calgary Market Mall	Cadillac	R024A - 3625 Shaganappi Trail NW	Calgary	AB	T3A 0E2	Calgary Market Mall RK767 - LEASE FILE.pdf, Calgary Market Mall RK767 - Amendment Oct 18 2018.pdf, Calgary Market Mall RK767 - Amendment Nov 22 2018.pdf, calgary market mall - bt683 - abstract.pdf
20689	Bootlegger	West Edmonton Mall	West Ed Prop	H-135 - 8882-170 Street	Edmonton	AB	T5T 4J2	West Edmonton - BT689 - first 4 pages Lease.PDF, West Edmonton Mall - BT689 - LEASE FILE.PDF, West Edmonton - BT689 - Ext to 2.28.2023.pdf, west edmonton - bt689 - abstract.pdf
20693	Bootlegger	South Edmonton Common	Cameron	1443 - 1443 99th Street NW	Edmonton	AB	T6N 0B4	South Edmonton Common - BT693 - LEASE FILE.PDF, South Edmonton Common - BT693 - Ext to 4.30.2024.pdf, south edmonton common - bt693 - abstract.pdf
20694	Bootlegger	Medicine Hat Mall	Primaris Retail REIT	127 - 3292 Dunmore Road South East	Medicine Hat	AB	T1B 2R4	Medicine Hat BT694 - LEASE FILE.pdf, medicine hat - bt694 - abstract.pdf
20697	Bootlegger	Sunridge Mall	Primaris Retail REIT	110 - 2525-36th Street North East	Calgary	AB	T1Y 5T4	Sunridge Mall - BT697 - LEASE FILE.PDF, Sunridge Mall - BT697 - LEASE FILE 2.PDF, sunridge - bt697 - abstract.pdf
20699	Bootlegger	Chinook Centre	Cadillac	252 - 6455 Macleod Trail S.W.	Calgary	AB	T2H 0K9	Chinook Centre - BT699 - LEASE FILE.PDF, Chinook Centre - BT699 - Ext to 1.31.2021.pdf, chinook - bt699 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20700	Bootlegger	Sherwood Park Mall	Primaris Retail REIT	50 - 2020 Sherwood Drive	Sherwood Park	AB	T8A 3H9	Sherwood Park Mall - BT700 - LEASE FILE.PDF, Sherwood Park - RK720, BT700 - Amendment.PDF, sherwood park - bt700 - abstract.pdf
20706	Bootlegger	Kingsway Mall	Oxford	217B - 1 Kingsway Garden Mall NW	Edmonton	AB	T5G 3A6	Kingsway Mall - BT706 - LEASE FILE.PDF, Kingsway Mall - BT706 - Ext to 1.31.2021.pdf, kingsway - bt706 - abstract.pdf
20730	Bootlegger	Tricity Mall	Gulf & Pacific Equities Corp.	*11-13 - 6503 51st Street	Cold Lake	AB	T9M 1C8	Tricity - RK730 - LEASE FILE.PDF, Tricity - BT730 - Ext to 2.28.2018.pdf, Tricity - BT730 - Ext to 2.28.2019.pdf, Tricity - BT730 - Ext to 2.28.2020.pdf, Tricity - BT730 - Letter Exp 2.29.2020.pdf, Tricity - BT730 - Ext to 2.28.2022.pdf, tricity - bt730 - abstract.pdf
20732	Bootlegger	Park Place	Primaris Retail REIT	E01 - 501 - 1st Avenue S.	Lethbridge	AB	T1J 4L9	Park Place BT732 - LEASE FILE.pdf, park place - bt732 - abstract.pdf
20735	Bootlegger	Parkland Mall (AB)	Morguard	169 - 4747-67th Street	Red Deer	AB	T4N 6H3	Parkland AB - BT735 - LEASE FILE.PDF, Parkland AB - BT735 - Ext to 1.31.2019.pdf, Parkland AB - BT735 - Consent to Assign Ext to 1.31.2021.PDF, parkland ab - bt735 - abstract.pdf
20736	Bootlegger	Prairie Mall	Morguard	118 - 11801 - 100 Street	Grande Prairie	AB	T8V 3Y2	Prairie Mall - BT736 - LEASE FILE.PDF, Prairie Mall - BT736 - Ext to 1.31.2023.pdf, Prairie Mall - BT736 - Consent to Assign Ext to 1.31.2023.PDF, prairie - bt736 - abstract.pdf
20739	Bootlegger	Duggan Mall	Nilexx	8 & 9 - 6601 - 48th Avenue	Camrose	AB	T4V 3G8	Duggan Mall - BT739 - LEASE FILE.PDF, duggan - bt739 - abstract.pdf
20744	Bootlegger	St. Albert Centre	Primaris Retail REIT	125 - 375 St. Albert Trail	St. Albert	AB	T8N 3K8	St Albert - BT744 - LEASE FILE.PDF, St Albert - BT744 - Ext to 1.31.2019.pdf, St Albert - BT744 - Ext to 1.31.2024.pdf, st albert - bt744 - abstract.pdf
20747	Bootlegger	Westland Market Mall	CGI Realty Advisors Ltd.	36/37 - 70 McLeod Avenue	Spruce Grove	AB	T7X 3C7	Westland Market Mall - BT747 - LEASE FILE.PDF, Westland Market Mall - BT747 - Ext to 1.31.2024.PDF, westland market mall - bt747 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20748	Bootlegger	Peter Pond Shopping Centre	Primaris Retail REIT	2110 - 9713 Hardin Street	Fort McMurray	AB	T9H 1L2	Peter Pond BT748 - LEASE FILE.pdf, peter pond - bt748 - abstract.pdf
20755	Bootlegger	Londonderry Mall	Cushman & Wakefield Asset Services Inc.	116-118 - 1 Londonderry Mall NW	Edmonton	AB	T5C 3C8	Londonderry - BT755 - LEASE FILE.PDF, Londonderry - BT755 - Ext to 1.31.2018.pdf, Londonderry - BT755 - Ext to 1.31.2020.pdf, Londonderry - BT755 - Ext to 1.31.2021.pdf, Londonderry - bt755 - abstract.pdf
20841	Bootlegger	Totem Mall	BentallGreenOak (Canada) LP	1840A - 9600 - 93rd Avenue	Fort St. John	BC	V1J 5Z2	Totem Mall - BT841 - LEASE FILE.PDF, Totem Mall - BT841 - Ext to 1.31.2022, totem - bt841 - abstract.pdf
20842	Bootlegger	Haney Place Mall	SmartREIT	34 - 11900 Haney Place	Maple Ridge	BC	V2X 8R9	Haney Place - BT842 - LEASE FILE.PDF, haney place - bt842 - abstract.pdf
20847	Bootlegger	Waneta Plaza	Anthem	119-120 - 8100 Rock Island Hwy	Trail	BC	V1R 4N7	Waneta Plaza - BT847 - LEASE FILE.PDF, Waneta Plaza - BT847 - Ext to 1.31.2017.pdf, Waneta Plaza - BT847 - Ext to 1.31.2020.pdf, Waneta Plaza - BT847 - Ext to 1.31.2022.pdf, Waneta Plaza - BT847 - Ext to 1.31.2016.pdf, waneta - bt847 - abstract.pdf
20858	Bootlegger	Piccadilly Place Mall	Colliers International	151 - 1151-10th Avenue S.w.	Salmon Arm	BC	V1E 1T3	Piccadilly Place - BT858 - Ext to 1.31.2015.PDF, Piccadilly Place - BT858 - LEASE FILE.PDF, Piccadilly Place - BT858 - Ext to 1.31.2022.pdf, Piccadilly Place - BT858 - Ext to 1.31.2017.pdf, piccadilly place - bt858 - abstract.pdf
20859	Bootlegger	Driftwood Mall	BentallGreenOak (Canada) LP	1180 - 2751 Cliffe Avenue	Courtenay	BC	V9N 2L8	Driftwood Mall - BT859 - LEASE FILE.PDF, Driftwood Mall - BT859 - Ext to 1.31.2020.pdf, driftwood - bt859 - abstract.pdf
20867	Bootlegger	Hillside Centre	BentallGreenOak (Canada) LP	9 - 1644 Hillside Avenue	Victoria	BC	V8T 2C5	Hillside - BT867 - New Lease.PDF, Hillside - BT867 - Ext to 1.31.2018.pdf, Hillside - BT867 - Ext to 1.31.2020.pdf, Hillside - BT867 - Ext to 1.31.2022.pdf, hillside - bt867 - abstract.pdf
20869	Bootlegger	Guildford Town Centre	Ivanhoe Cambridge	1061 - 10355 152 Street	Surrey	BC	V3R 7C1	Guildford - BT869 - LEASE FILE, guildford - bt869 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20874	Bootlegger	Pine Centre Mall	Morguard	64 - 3055 Massey Drive	Prince George	BC	V2N 2S9	Pine Centre - BT874 - LEASE FILE.PDF, Pine Centre - BT874 - Consent to Assign Ext to 1.31.2025.PDF, pine - b1874 - abstract.pdf
20881	Bootlegger	Sevensoaks Shopping Centre	Morguard	110 - 32900 South Fraser Way	Abbotsford	BC	V2S 5A1	Sevensoaks - BT881 - LEASE FILE.PDF, Sevensoaks BT881 - Ext to 1.31.2021.pdf, Sevensoaks - BT881 - Consent to Assign Ext to 1.31.2023.PDF, sevensoaks - b881 - abstract.pdf
20900	Bootlegger	Woodgrove Centre	Ivanhoe Cambridge	67C - 6631 Island Highway North	Nanaimo	BC	V9T 4T7	Woodgrove - BT900 - LEASE FILE.PDF, Woodgrove - BT900 - Ext to 1.31.2020.pdf, Woodgrove - BT900 - Ext to 1.31.2022.pdf, woodgrove - b1900 - abstract.pdf
20901	Bootlegger	Coquitlam Centre	Morguard	1312 - 2929 Barnet Highway	Coquitlam	BC	V3B 5R5	Coquitlam - BT901 - LEASE FILE.PDF, Coquitlam - BT901 - Ext to 1.31.2019.pdf, Coquitlam - BT901 - Consent to Assign.PDF, Coquitlam - BT901 - Ext to 1.31.2021.pdf, coquitlam - b1901 - abstract.pdf
20905	Bootlegger	Orchard Park	Primaris Retail REIT	1120 - 2271 Harvey Avenue	Kelowna	BC	V1Y 6H2	Orchard Park - BT905 - LEASE FILE.PDF, Orchard Park - BT905 - Ext to 1.31.2024.pdf, orchard park - b1905 - abstract.pdf
20909	Bootlegger	Tamarack Shopping Centre	Crestwell Realty Inc.	23 - 1500 Cranbrook Street North	Cranbrook	BC	V1C 3S8	Tamarack BT_RK 909 LEASE.pdf, tamarack - b1909 - abstract.pdf
20913	Bootlegger	Village Green Mall	BentalGreenOak (Canada) LP	300 - 4900-27th Street	Vernon	BC	V1T 7G7	Village Green - BT913 - LEASE FILE.PDF, Village Green - BT913 - Ext to 1.31.2022.pdf, Village Green - BT913 - Ext to 1.31.2019.pdf, village green - b913 - abstract.pdf
20917	Bootlegger	Cottonwood Mall	Warrington PCI Management	42 - 45565 Luckakuck Way	Chilliwack	BC	V2R 1A1	Cottonwood - BT917 - LEASE FILE.PDF, Cottonwood - BT917 - Ext to 1.31.2017.PDF, Cottonwood - BT917 - Ext to 1.31.2019.pdf, Cottonwood - BT917 - Consent to Assign.PDF, Cottonwood - BT917 - Ext to 1.31.2022.pdf, cottonwood - b1917 - abstract.pdf
20920	Bootlegger	Country Club Centre	North West Properties	30 - 3200 Island Hwy.	Nanaimo	BC	V9T 1W1	Country Club - BT920 - Ext to 1.31.2015.PDF, Country Club - BT920 - LEASE FILE.PDF, country club - b1920 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
20928	Boolegger	Aberdeen Mall	Cushman & Wakefield Asset Services Inc.	204 - 1320 W. Trans Canada Highway	Kamloops	BC	V1S 1J2	Aberdeen - BT928 - LEASE FILE.PDF, Aberdeen - BT928 - Ext to 1.31.2025.pdf, Aberdeen - BT928 - Ext to 1.31.2020.pdf, aberdeen - b928 - abstract.pdf
30041	Ricki's	Halifax Shopping Centre	Cushman & Wakefield Asset Services Inc.	205A - 7001 Mumford Road	Halifax	NS	B3L 4N9	Halifax SC - RK041 - LEASE FILE.PDF, halifax - rk041 - abstract.pdf
30048	Ricki's	Bedford Commons Plaza	Plaza Group Management	4A - Phase II - 181 Damascus Road	Bedford	NS	B4A 0C2	Bedford Commons - RK048 - LEASE FILE.PDF, bedford - cl048 - abstract.pdf
30050	Ricki's	Regent Mall	Primaris Retail REIT	E002 - 1381 Regent St.	Fredericton	NB	E3C 1A2	Regent Mall - RK050 - LEASE FILE.PDF, Regent Mall - RK050 - Ext to 1.31.2019.pdf, Regent Mall - RK050 - Ext to 1.31.2022.pdf, Regent Mall - RK050 - Amend dated 06.08.2009.pdf, Regent Mall - RK050 - Ext to 1.31.2017.pdf, regent - rk050 - abstract.pdf
30053	Ricki's	Wheeler Park Power Centre	CREIT	4 - 177 Trinity Drive	Moncton	NB	E1G 2J7	Wheeler Park - CL053 - LEASE FILE.pdf, wheeler park - cl053 - abstract.pdf
30058	Ricki's	Mic Mac Mall	Ivanhoe Cambridge	321 - 21 Micmac Blvd.	Dartmouth	NS	B3A 4N3	Mic Mac Mall - RK058 - LEASE FILE.PDF, Mic Mac Mall - RK058 - Ext to 1.31.2020.pdf, Mic Mac Mall - RK058 - Ext to 1.31.2021.pdf, Mic Mac Mall - RK058 - Ext to 1.31.2016.pdf, Mic Mac Mall - RK058 - Ext to 1.31.2018.pdf, mic mac mall - rk058 - abstract.pdf
30069	Ricki's	SmartCentres St. John's East	SmartCentres	1 - 89 Aberdeen Avenue NE	St. John's	NL	A1A 5P6	SC St. Johns East PC - RK069 - Extension.pdf, SC St. Johns East PC - RK069 - LEASE FILE.pdf, sc stjohns - rk069 - abstract.pdf
30080	Ricki's	Avalon Mall	Crombie	01250130 - 48 Kenmount Road	St. John's	NL	A1B 1W3	Avalon Mall - RK080 - LEASE FILE.pdf, Avalon Mall - RK080 - Confirmation Agmt.pdf, avalon - rk080 - abstract.pdf
30087	Ricki's	Champlain Place	Cadillac	D-002C - 477 Paul Street	Dieppe	NB	E1A 4X5	Champlain Place - RK087 - LEASE FILE.PDF, Champlain Place - RK087 - Ext to 1.31.2020.pdf, champlain - rk087 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
30097	Ricki's	Mayflower Mall	McCOR Management	E-66 - 800 Grand Lake Road	Sydney	NS	B1P 6S9	Mayflower - RK097 - LEASE FILE.PDF, Mayflower - CL097 - Ext to 1.31.2021.pdf, Mayflower - CLRR097 - Panel Sign Agmt.pdf, Mayflower - RK097 - Option Letter to 1.31.2018.pdf, mayflower - c097 - abstract.pdf
30244	Ricki's	SmartCentres Scarborough	SmartCentres	22 - 1900 Eglinton Avenue East	Scarborough	ON	M1L 2L9	SmartCentres Scarborough - RK244 - LEASE FILE.PDF, sc scarborough - c244 - abstract.pdf
30249	Ricki's	SmartCentres Oakville	SmartCentres	3 - 202 Oak Walk Drive	Oakville	ON	L6H 0H4	SmartCentres Oakville - RK249 - LEASE FILE.PDF, sc oakville - rk249 - abstract.pdf
30252	Ricki's	Suncoast Mall	1865099 Ontario Limited	15-18 - 397 Bayfield Road	Goderich	ON	N7A 4E9	Suncoast Mall - RK252 - Ext to 1.31.2015.PDF, Suncoast Mall - RK252 - LEASE FILE.PDF, Suncoast Mall - BT252 - Goderich Final Mutual Release.PDF, Suncoast Mall - BT252 - Ext to 1.31.2018.pdf, Suncoast Mall - BT252 - Ext to 1.31.2020.pdf, Suncoast Mall - BT252 - Ext to 1.31.2022.pdf, Suncoast Mall - BT252 - Ext to 1.31.2017.pdf, suncoast - bt252 - abstract.pdf
30254	Ricki's	Lansdowne Place	Cushman & Wakefield Asset Services Inc.	258 - 645 Lansdowne Street West	Peterborough	ON	K9J 7Y5	Lansdowne Place - RK254 - LEASE FILE.PDF, Lansdowne Place - RK254 - Ext to 1.31.2021.pdf, Lansdowne Place - RK254 - Ext to 1.31.2018.pdf, lansdowne - rk254 - abstract.pdf
30258	Ricki's	Billings Bridge Plaza	Cushman & Wakefield Asset Services Inc.	136 - 2269 Riverside Drive	Ottawa	ON	K1H 8K2	Billings Bridge - RK258 - LEASE FILE.PDF, Billings Bridge - RK258 - Ext to 1.31.2020.pdf, Billings Bridge - RK258 - Ext to 1.31.2022.pdf, billings bridge - rk258 - abstract.pdf
30259	Ricki's	Etobicoke Power Centre	SmartCentres	G2 - 171 North Queen Street	Etobicoke	ON	M9C 1A7	Etobicoke - RK259 - LEASE FILE.PDF, Etobicoke Pylon Sign Agreement.pdf, Etobicoke - CL259 - to 1.31.2024.pdf, etobicoke - c259 - abstract.pdf
30260	Ricki's	Bayshore Shopping Centre	Ivanhoe Cambridge	TTA - 100 Bayshore Drive	Ottawa	ON	K2B 8C1	Bayshore - RK260 - LEASE FILE.pdf, Bayshore - RK260 - Area Certificate.pdf, bayshore - rk260 - abstract.pdf
30270	Ricki's	Georgian Mall	RioCan	A004 - 509 Bayfield St.	Barrie	ON	L4M 4Z8	Georgian Mall - RK270 - LEASE FILE.PDF, Georgian Mall - RK270 - Temp Occupancy to 1.31.2018.pdf, Georgian Mall - RK270 - Temp Occupancy to 1.31.2020.pdf, Georgian Mall - RK270 - Ext to 1.31.2023.pdf, Georgian Mall - RK270 - Ext to 1.31.2017.pdf, georgian - rk270 - abstract.pdf

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30271	Ricki's	Oshawa South Power Centre	SmartCentres	500 - 560 Laval Drive, Unit 500	Oshawa	ON	L1J 0B4	Oshawa South PC - RK271 - LEASE FILE.PDF, Oshawa South PC - RK271 - Ext to 1.31.2021.pdf, oshawa south - rk271 - abstract.pdf
30274	Ricki's	Aurora North Power Centre	SmartCentres	3 - 43 First Commerce Drive	Aurora	ON	L4G 0G2	Aurora East PC - RK274 - LEASE FILE.PDF, Aurora East PC - CL274 - Ext to 1.31.2023.pdf, aurora - cl274 - abstract.pdf
30281	Ricki's	Burlington North Power Centre	SmartCentres	B3 - 4517 Dundas Street	Burlington	ON	L7M 5B4	Burlington North PC - RK281 - LEASE FILE.PDF, Burlington North PC - CL281 - Ext to 1.31.2025.pdf, burlington north pc - cl281 - abstract.pdf
30282	Ricki's	Innes Rd & Mer Bleue Power Cent	SmartCentres	G4 - 2006 Mer Bleue Road	Orleans	ON	K4A 0G2	Innes Rd & Mer Bleue - RK282 - LEASE FILE.PDF, Innes Rd & Mer Bleue - RK282 - Ext to 1.31.2023.pdf, innes rd mer-bleue - cl282 - abstract.pdf
30283	Ricki's	Pen Centre	Cushman & Wakefield Asset Services Inc.	34 - 221 Glendale Avenue	St. Catharines	ON	L2T 2K9	Pen Centre - RK283 - LEASE FILE.PDF, Pen Centre - RK283 - Ext to 1.31.2020.pdf, Pen Centre - RK283 - Ext to 1.31.2021.pdf, Pen Centre - RK283 - Ext to 2.28.2015.pdf, Pen Centre - RK283 - Ext to 2.28.2016.pdf, pen - rk283 - abstract.pdf
30285	Ricki's	RioCan Green Lane Centre	RioCan	A2b - 18170 Yonge Street, RR #1	Newmarket	ON	L3Y 4V8	RioCan Green Lane - RK285 - LEASE FILE.pdf, riocan green lane - rk285 - abstract.pdf
30286	Ricki's	Guelph Power Centre	SmartCentres	H1 - #106 - 49 Woodlawn Road West	Guelph	ON	N1H 1G8	Guelph PC - RK286 - LEASE FILE.PDF, guelph pc - cl286 - abstract.pdf
30288	Ricki's	Quinte Mall	Cushman & Wakefield Asset Services Inc.	E2 - 390 North Front Street	Belleville	ON	K8P 3E1	Quinte Mall - CL353 - LEASE FILE.pdf, quinte - cl353 - abstract.pdf
30289	Ricki's	RioCan Durham Centre I	RioCan	B218 - 40 Kingston Road East	Ajax	ON	L1Z 1E9	RioCan Durham Centre I - RK289 - LEASE FILE.PDF, riocan durham - rk289 - abstract.pdf

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30291	Ricki's	Carlingwood Mall	Cushman & Wakefield Asset Services Inc.	109 - 2121 Carling Avenue	Ottawa	ON	K2A 1H2	Carlingwood - RK291 - LEASE FILE.PDF, Carlingwood - RK291 - Ext to 1.31.2021.pdf, Carlingwood - RK291 - Ext to 1.31.2016.pdf, carlingwood - rk291 - abstract.pdf
30298	Ricki's	Vaughan Mills	Ivanhoe Cambridge	279 - 1 Bass Pro Mills Drive	Vaughan	ON	L4K 5W4	Vaughan Mills RK298 LEASE FILE.pdf, vaughan mills - rk298 - abstract.pdf
30300	Ricki's	SmartCentres Oshawa North Power	SmartCentres	4 - 1405 Harmony Road North	Oshawa	ON	L1H 7K5	Ricki's Oshawa(N) - LEASE FILE.pdf, sc oshawa n pc - cl300 - abstract.pdf
30302	Ricki's	The Boardwalk at Ira Needles	Voisin	2 - 210 The Boardwalk	Kitchener	ON	N2N 0B1	Boardwalk at Ira Needles - RK302 - LEASE FILE.PDF, boardwalk at ira needles - rk302 - abstract.pdf
30311	Ricki's	King's Crossing	Knightsbone Capital Management Inc.	C3 - 97 Dalton Ave.	Kingston	ON	K7K 0C4	Kings Crossing - RK311 - LEASE FILE.PDF, Kings Crossing - RK311 - Ext to 1.31.2024.pdf, kings crossing - rk311 - abstract.pdf
30313	Ricki's	Catarraqui Centre	Primaris Retail REIT	L-042 - 945 Gardiners Road	Kingston	ON	K7M 7H4	Catarraqui Centre - RK313 - LEASE FILE.PDF, Catarraqui Centre - RK313 - Ext to 1.31.2021.pdf, catarraqui - rk313 - abstract.pdf
30315	Ricki's	Sunrise Shopping Centre	Voisin	A-9 - 1400 Ottawa Street South	Kitchener	ON	N2E 4E2	Sunrise - RK315 - LEASE FILE.PDF, Sunrise - RK315 - Ext to 1.31.2020.PDF, Sunrise - RK315 - Ext to 1.31.2023.PDF, sunrise - rk315 - abstract.pdf
30318	Ricki's	Fairview Park Mall	Cadillac	C020A - 2960 Kingsway Drive	Kitchener	ON	N2C 1X1	Fairview Park, RK318 - LEASE FILE.pdf, fairview park - rk318 - abstract.pdf
30320	Ricki's	Intercity Shopping Centre	Morguard	A2 - 1000 Fort William Road	Thunder Bay	ON	P7B 6B9	Intercity - RK320 - LEASE FILE.PDF, Intercity - RK320 - Ext to 1.31.2022.pdf, intercity - rk320 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
30332	Rick's	Northumberland Mall	Trinity Property Services Inc.	N007 - 1111 Elgin Street West	Cobourg	ON	K9A 5H7	Northumberland - RK332 - LEASE FILE.PDF, Northumberland - RK332 - Ext to 1.31.2018.pdf, Northumberland - BT332 - Ext to 1.31.2021.pdf, Northumberland - BT332 - Ext to 1.31.2016.pdf, northumberland - bt332 - abstract.pdf
30333	Rick's	Place d'Orleans	Primaris Retail REIT	870 - 110 Place d'Orleans Drive	Orleans	ON	K1C 2L9	Place dorleans - Cl.333 - LEASE FILE.PDF, Place dorleans - CL333 - Ext to 1.31.2022.pdf, Place dorleans - CL333 - Ext to 1.31.2016.pdf, Place dorleans - CL333 - Letter Agmt Ext to 1.31.2017.pdf, Place dorleans - CL333 - Ext to 1.31.2018.pdf, Place dorleans - CL333 - Ext to 1.31.2019.pdf, place dorleans - cl333 - abstract.pdf
30336	Rick's	Timmins Square	RicCan	8 - 1500 Riverside Drive	Timmins	ON	P4R 1A1	Timmins Square - BT336 - LEASE FILE.PDF, Timmins Square - BT336 - Ext to 1.31.2021.PDF, timmins square - bt336 - abstract.pdf
30339	Rick's	Lindsay Square	Devpart Inc.	27 - 401 Kent Street West	Lindsay	ON	K9V 4Z1	Lindsay Square - RK339 - LEASE FILE.PDF, Lindsay Square - BT339 - Ext to 1.31.2018.pdf, Lindsay Square - BT339 - Ext to 1.31.2020.pdf, Lindsay Square - BT339 - Ext to 1.31.2022.pdf, Lindsay Square - BT339 - Ext to 1.31.2017.pdf, lindsay square - bt339 - abstract.pdf
30351	Rick's	Bramalea City Centre	Morguard	214A - 25 Peel Centre Drive	Brampton	ON	L6T 3R5	Bramalea City Centre - RK351 - LEASE FILE.PDF, Bramalea City Centre - RK351 - Amendment.PDF, bramalea - rk351 - abstract.pdf
30355	Rick's	SmartCentres Barrie South	SmartCentres	200 - 29 Mapleview Drive West	Barrie	ON	L4N 9H5	SmartCentres Barrie South - CL355 - LEASE FILE.pdf, sc barrie s - cl355 - abstract.pdf
30359	Rick's	Pickering Town Centre	Cushman & Wakefield Asset Services Inc.	50/51 - 1355 Kingston Road	Pickering	ON	L1V 1B8	Pickering Town Centre - BT246 - Lease.PDF, Pickering Town Centre - BT359 - Ext to 1.31.2018.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2019.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2020.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2021.pdf, Pickering Town Centre - BT359 - Ext to 1.31.2017.pdf, Pickering Town Centre - BT359 - Amend dated Aug 15 2014.pdf, pickering - bt359 - abstract.pdf
30368	Rick's	Lime Ridge Mall	Cadillac	0272E - 999 Upper Wentworth St.	Hamilton	ON	L9A 4X5	Lime Ridge RK368 - LEASE FILE.pdf, lime ridge - rk368 - abstract.pdf
30371	Rick's	Milton Crossroads Shopping Centre	First Gulf	E4-2 - 1250 Steeles Avenue E.	Milton	ON	L9T 6R1	Milton Crossroads - RK371 - LEASE FILE.PDF, Milton Crossroads - RK371 - Ext to 1.31.2021.pdf, milton - rk371 - abstract.pdf

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30376	Ricki's	Lambton Mall	Europro	39 - 1380 London Road	Samia	ON	N7S 1P8	Lambton Mall - RK376 - Ext to 1.31.2014.PDF, Lambton Mall - RK376 - LEASE FILE.PDF, Lambton Mall - RK376 - Ext to 1.31.2017.pdf, Lambton Mall - RK376 - Ext to 1.31.2016.pdf, Lambton Mall - RK376 - Ext to 1.31.2018.pdf, Lambton Mall - RK376 - Ext to 1.31.2020.pdf, Lambton Mall - RK376 - Ext to 1.31.2022.pdf, Lambton Mall - RK376 - Ext to 1.31.2015.pdf, lambton - rk376 - abstract.pdf
30388	Ricki's	White Oaks Mall	Bentall(GreenOak (Canada) LP	9 - 1105 Wellington Road S	London	ON	N6E 1V4	White Oaks - RK388 - LEASE FILE.PDF, white oaks - rk388 - abstract.pdf
30396	Ricki's	SmartCentres London North PC	CREIT	104 - 1300 Fanshawe Park Road West	London	ON	N6G 5B1	SC LONDON N PC - RK396 - LEASE FILE.pdf, sclondon n pc - cl396 - abstract.pdf
30404	Ricki's	Hearthland Town Centre	Orlando	20 - 6075 Mavis Road	Mississauga	ON	L5R 4G6	Hearthland - RK404 - LEASE FILE.PDF, hearthland - rk404 - abstract.pdf
30426	Ricki's	Lynden Park Mall	Centrecorp Management Services Ltd.	B9A - 84 Lynden Road	Brantford	ON	N3R 8B8	Lynden Park - RK426 - LEASE FILE.PDF, Lynden Park - RK426 - Ext to 1.31.2024.pdf, lynden - rk426 - abstract.pdf
30433	Ricki's	Masonville Place	Cadillac	L126A - 1880 Richmond Street N.	London	ON	N6G 3Y9	Masonville RK433 - LEASE FILE.pdf, masonville - rk433 - abstract.pdf
30439	Ricki's	Stone Road Mall	Primaris Retail REIT	N8 - 435 Stone Road West	Guelph	ON	N1G 2X6	Stone Road - RK439 - LEASE FILE PDF, Stone Road - RK439 - Ext to 1.31.2016.pdf, Stone Road - RK439 - Ext to 1.31.2019.pdf, Stone Road - RK439 - Ext to 1.31.2022.pdf, Stone Road - RK439 - Ext to 1.31.2015.pdf, Stone Road - RK439 - Ext to 1.31.2017.pdf, stone road - rk439 - abstract.pdf
30448	Ricki's	Pembroke Mall	Strathallen Property Management Inc.	104 - 1100 Pembroke Street East	Pembroke	ON	K8A 6Y7	Pembroke - RK448 - LEASE FILE PDF, Pembroke - BT448 - Ext to 1.31.2021.pdf, pembroke - bt448 - abstract.pdf
30450	Ricki's	Meadowlands Entertainment Centre	Capitol Management Corp.	7 - 803 Golf Links Road	Ancaster	ON	L9K 1L5	Meadowlands - RK450 - LEASE FILE.pdf, meadowlands - rk450 - abstract.pdf

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30461	Ricki's	Station Mall	Centrecorp Management Services Ltd.	L5/6 - 283 Bay Street	Sault Ste. Marie	ON	P6A 1X3	Station Mall - RK461 - LEASE FILE.PDF, Station Mall - RK461 - Ext to 1.31.2018.pdf, Station Mall - RK461 - Ext to 1.31.2021.pdf, Station Mall - RK461 - Ext to 1.31.2021.pdf, Station Mall - RK461 - Ext to 1.31.2015.pdf, Station Mall - RK461 - Ext to 1.31.2017.pdf, station - rk461 - abstract.pdf
30462	Ricki's	Cambridge Centre	Morguard	108B - 355 Hespeler Road	Cambridge	ON	N1R 6B3	Cambridge - RK462 - LEASE FILE.PDF, Cambridge - RK462 - Ext to 1.31.2021.pdf, 2.1.2016.pdf, Cambridge - RK462 - Ext to 1.31.2021.pdf, cambridge - rk462 - abstract.pdf
30464	Ricki's	Conestoga Mall	Ivanhoe Cambridge	G16A - 550 King Street North	Waterloo	ON	N2L 5W6	Conestoga - RK464 - LEASE FILE.pdf, conestoga - rk464 - abstract.pdf
30470	Ricki's	St. Laurent Shopping Centre	Morguard	G538 - 1200 St. Laurent Blvd.	Ottawa	ON	K1K 3B8	St Laurent - RK470 - LEASE FILE.PDF, St Laurent - RK470 - Ext to 1.31.2024.PDF, st laurent - rk470 - abstract.pdf
30483	Ricki's	Hamilton SE Power Centre	RioCan	104 - 2180 Rymal Road	Hamilton	ON	L9R 1P0	Hamilton SE PC - RK483 - LEASE FILE.PDF, Hamilton SE PC - RK483 - Ext to 1.31.2023.pdf, hamilton se pc - cl483 - abstract.pdf
30486	Ricki's	New Sudbury Centre	Morguard	42 - 1349 Lasalle Blvd	Sudbury	ON	P3A 1Z2	New Sudbury Centre RK486 - LEASE FILE.pdf, new sudbury - rk486 - abstract.pdf
30489	Ricki's	Ottawa Train Yards	Geoffrey L. Moore and Assoc. Ltd.	C14 (b) - 100 Trainyards Drive	Ottawa	ON	K1G 3S2	Ottawa Train Yards - RK489 - LEASE FILE.PDF, Ottawa Train Yards - CL490 RK489 Pylon Agmt.pdf, Ottawa Train Yards - RK489 - Option Letter to 1.31.2023.pdf, ottawa train yards - rk489 - abstract.pdf
30492	Ricki's	Windsor Crossing Premium Outlet	Royal Courtyards Property Management	508C - 1555 Talbot Street	LaSalle	ON	N9H 2N2	Windsor Crossing - RK492 - 2012 Amendment.PDF, Windsor Crossing - RK492 - LEASE FILE.PDF, Windsor Crossing - CL RK492 - Ext to 1.31.2018.pdf, Windsor Crossing CL RK492 - Ext to 1.31.2023.pdf, windsor crossing - cl492 - abstract.pdf
30494	Ricki's	Tecumseh Mall	Europro	A-2 - 7672 Tecumseh Road East	Windsor	ON	N8T 1E9	Tecumseh - RK494 - LEASE FILE.PDF, Tecumseh - RK494 - Ext to 1.31.2017.pdf, Tecumseh - RK494 - Ext to 1.31.2019.pdf, Tecumseh - RK494 - Ext to 1.31.2021.pdf, tecumseh - rk494 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
30496	Ricki's	Devonshire Mall	Cushman & Wakefield Asset Services Inc.	L2 - 3100 Howard Avenue	Windsor	ON	N8X 3Y8	Devonshire - RK496 - LEASE FILE.PDF, Devonshire - RK496 - Ext to 1.31.2020.pdf, Devonshire - RK496 - Ext to 1.31.2015.pdf, Devonshire - RK496 - Ext to 1.31.2018.pdf, devonshire - rk496 - abstract.pdf
30504	Ricki's	Polo Park	Cadillac	L111A - 1485 Portage Avenue	Winnipeg	MB	R3G 0W4	Polo Park - RK504 - LEASE FILE.PDF, polo - rk504 - abstract.pdf
30515	Ricki's	Shoppers Mall	Morguard	5/6 - 1570 18th Street	Brandon	MB	R7A 5C5	Brandon Shoppers Mall - RK515 - Ext to 1.31.2023.PDF, Brandon Shoppers Mall - RK515 - LEASE FILE.PDF, shoppers mall - RK515 - abstract.pdf
30519	Ricki's	Kildonan Place	Primaris Retail REIT	T52 - 1555 Regent Avenue West	Winnipeg	MB	R2C 4J2	Kildonan Place - RK519 - Ext to 1.31.2017.PDF, Kildonan Place - RK519 - LEASE FILE.PDF, Kildonan Place - RK519 - Ext to 1.31.2022.pdf, kildonan - rk519 - abstract.pdf
30522	Ricki's	Garden City Shopping Centre	RioCan	154 - 2305 McPhillips Street	Winnipeg	MB	R2V 3E1	Garden City - RK522 - Ext to 1.31.2016.PDF, Garden City - RK522 - LEASE FILE.PDF, Garden City - RK522 - Ext to 1.31.2017.pdf, Garden City - RK522 - Ext to 1.31.2019.pdf, Garden City - RK522 - Ext to 1.31.2022.pdf, garden city - rk522 abstract.pdf
30524	Ricki's	St. Vital Centre	Cushman & Wakefield Asset Services Inc.	66 - 1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	St.Vital - RK524 - LEASE FILE.PDF, St.Vital - RK524 - Storage to 1.31.2022.pdf, st vital - rk524 - abstract.pdf
30536	Ricki's	Kenaston Power Centre	SmartCentres	2 - 1569 Kenaston Blvd.	Winnipeg	MB	R3P 2N3	Kenaston - RK526 - LEASE FILE.PDF, Kenaston - RK536 - Notice and Direction 2005.pdf, Kenaston - RK526 - Consent to Name Change.pdf, Kenaston - CLRK526 - Pylon Agreement.pdf, Kenaston - CLRK526 - Ext to 1.31.2024.pdf, kenaston - c1536 - abstract.pdf
30585	Ricki's	Northgate Mall	Westdale Construction Co. Limited	57A - 489 Albert Street North	Regina	SK	S4R 3C4	Northgate Mall - CLRK585 - Ext to 1.31.2019.pdf, Northgate Mall - CLRK585 - Ext to 1.31.2021.pdf, Northgate Mall - CLRK585 - LEASE FILE.pdf, northgate - c1614 - abstract.pdf
30587	Ricki's	Grasslands at Harbour Landing	Harvard	B24 - #5 - 4548 Gordon Road	Regina	SK	S4W 0B7	Grasslands at Harbour Landing - RK687 - LEASE FILE.PDF, Specific Assignment of Leases from LL dated 10.19.2016.pdf, grasslands - rk687 - abstract.pdf

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30590	Ricki's	Comwall Centre	Cushman & Wakefield Asset Services Inc.	T001 - 2102-11th Avenue	Regina	SK	S4P 0J5	Comwall Centre - RK690 - LEASE FILE.PDF, Comwall Centre - RK590 - Ext to 1.31.2021.pdf, comwall centre - rk590 - abstract.pdf
30592	Ricki's	Parkland Mall	BentallGreenOak (Canada) LP	16 - 277 Broadway St. E.	Yorkton	SK	S3N 3G7	Parkland SK - RK592 - LEASE FILE PDF, Parkland SK - RK592 - Ext to 2.28.2019.pdf, parkland sk - rk592 - abstract.pdf
30601	Ricki's	Midtown Plaza	Cushman & Wakefield Asset Services Inc.	T250 - 201 - 1st Avenue South	Saskatoon	SK	S7K 1J9	Midtown - RK601 - LEASE FILE.PDF, midtown - rk601 - abstract.pdf
30602	Ricki's	Lawson Heights	Morguard	4 - 134 Primrose Drive	Saskatoon	SK	S7K 5S6	Lawson Heights - RK602 - LEASE FILE.PDF, Lawson Heights - RK602 - Ext to 1.31.2020.pdf, Lawson Heights - RK602 - Consent to Assign Ext to 1.31.2022.PDF, lawson - bt653 - abstract.pdf
30612	Ricki's	Southland Mall	Strathallen Property Management Inc.	123 - 2965 Gordon Road	Regina	SK	S4S 6H7	Southland Mall - RK612 - Ext to 1.31.2016.PDF, Southland - RK612 - Consent to Sublease to 1.30.2009.PDF, Southland - RK612 - LEASE FILE.PDF, Southland - RK612 - Ext to 2.28.2019.pdf, Southland - RK612 - Ext to 2.28.2021.pdf, Southland - RK612 - Sublease to 2.28.2021.pdf, Southland - RK612 - Ext to 1.31.2013.pdf, Southland - RK612 - Sublease to 1.31.2016.pdf, Southland - RK612 - Sublease to 2.28.2019.pdf, southland - rk612 - abstract.pdf
30615	Ricki's	Centre At Circle And Eighth	Morguard	150 - 3310 8th Street East	Saskatoon	SK	S7H 5M3	Centre at Circle and Eighth - RK615 - LEASE FILE.PDF, Centre at Circle and Eighth - RK615 - Ext to 1.31.2023.pdf, Centre at Circle and Eighth - RK615 - Consent to Assign Ext to 1.31.2025.PDF, centre at circle - bt615 - abstract.pdf
30634	Ricki's	Swift Current Mall	CREIT	409/407/405 - 1 Springs Drive	Swift Current	SK	S9H 3X6	Swift Current Mall - RK634 - Ext to 1.31.2018.PDF, Swift Current - RK634 - LEASE FILE.PDF, Swift Current - RK634 - Ext to 1.31.2023.pdf, swift current - bt634 - abstract.pdf
30635	Ricki's	Frontier Mall	Terracap	13/15 - 11429 Railway Street East	N. Battleford	SK	S9A 3G8	Frontier Mall - BT635 - Ext to 1.31.2016.PDF, Frontier Mall - RKBT635 - LEASE FILE.PDF, Frontier Mall - BT635 - Ext to 1.31.2021.pdf, frontier - bt635 - abstract.pdf
30637	Ricki's	Victoria Square Mall	Artis REIT	30 - 2223 Victoria Avenue E.	Regina	SK	S4N 6E4	Victoria Square - RK637 - LEASE FILE.PDF, Victoria Square - BT637 - Ext to 1.31.2024.pdf, victoria square - bt637 - abstract.pdf

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30661	Ricki's	South Trail Crossing	RioCan	95 - 4307 - 130 Ave. SE	Calgary	AB	T2Z 3V8	South Trail - RK661 - LEASE FILE.PDF, South Trail- RK661 - Ext to 1.31.2024.pdf, south trail - rk661 - abstract.pdf
30665	Ricki's	Mayfield Common	RioCan	G003 - 144 Mayfield Common	Edmonton	AB	T5P 4B3	Mayfield Common - RK665 - LEASE FILE.PDF, Mayfield Common - RK665 - Ext to 1.31.2025.pdf, Mayfield Common - RK665 - Ext to 1.31.2020.pdf, mayfield common - rk665 - abstract.pdf
30672	Ricki's	Edmonton City Centre East	Centrecorp Management Services Ltd.	106 - 101 St. & 102 Ave.	Edmonton	AB	T5J 2Y8	Edmonton City Centre East - RK672 - LEASE FILE.PDF, Edmonton City Centre East - RK672 - Area Certificate.pdf, Edmonton City Centre East - RK672 - Ext to 1.31.2022.pdf, edmonton city centre - rk672 - abstract.pdf
30674	Ricki's	CrossIron Mills	Ivanhoe Cambridge	323 - 261055 CrossIron Blvd.	Rocky View	AB	T4A 0G3	CrossIron Mills - RK674 - LEASE FILE.PDF, CrossIron Mills - RK674 - Ext to 1.31.2025.pdf, crossiron - rk674 - abstract.pdf
30676	Ricki's	Medicine Hat Mall	Primaris Retail REIT	128 - 3292 Dunmore Road South East	Medicine Hat	AB	T1B 2R4	Medicine Hat CL676 - LEASE FILE.pdf, medicine hat - cl676 - abstract.pdf
30678	Ricki's	Lloyd Mall	Triovest	139 - 5211-44th Street	Lloydminster	AB	T9V 0A7	Lloyd Mall - RK678 - LEASE FILE.PDF, Lloyd Mall - RK678 - Ext to 1.31.2022.pdf, Lloyd Mall - RK678 - Ext to 1.31.2020.pdf, lloyd mall - rk678 - abstract.pdf
30680	Ricki's	Southcentre Mall	Oxford	53 - 100 Anderson Road S.E.	Calgary	AB	T2J 3V1	Southcentre - RK680 - LEASE FILE.pdf, southcentre - rk680 - abstract.pdf
30681	Ricki's	South Edmonton Common	Cameron	9735 19th Avenue NW	Edmonton	AB	T6N 1N5	South Edmonton Common - RK681 - LEASE FILE.PDF, South Edmonton Common - RK681 - Ext to 1.31.2025.PDF, south edmonton common - rk681 - abstract.pdf
30687	Ricki's	Chinook Centre	Cadillac	111A - 6455 Macleod Trail S.W.	Calgary	AB	T2H 0K9	Chinook Centre - RK687 - LEASE FILE.pdf, chinook - rk687 - abstract.pdf

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30692	Rick's	Calgary Eaton Centre	Cushman & Wakefield Asset Services Inc.	C326 - 751 - 3rd Street SW	Calgary	AB	T2P 2Y9	Calgary Eaton Centre - RK692 - LEASE FILE.PDF, calgary eaton centre - rk692 - abstract.pdf
30696	Rick's	Kingsway Mall	Oxford	217A - 1 Kingsway Garden Mall NW	Edmonton	AB	T5G 3A6	Kingsway Mall - RK696 - LEASE FILE.PDF, Kingsway Mall - RK696 - Ext to 1.31.2018.pdf, Kingsway Mall - RK696 - Ext to 1.31.2021.pdf, kingsway - rk696 - abstract.pdf
30701	Rick's	Sunridge Mall	Primaris Retail REIT	148 - 2525-36th Street North East	Calgary	AB	T1Y 5T4	Sunridge - RK701 - Page 5 and 6 of Lease.PDF, Sunridge - RK701 - LEASE FILE.PDF, sunridge - rk701 - abstract.pdf
30703	Rick's	West Edmonton Mall	West Ed Prop	L-215/219 - 8882-170 Street	Edmonton	AB	T5T 4J2	West Edmonton - RK703 - LEASE FILE.PDF, West Edmonton - RK703 - Ext to 2.28.2029.pdf, West Edmonton - RK703 - Relocation Ext to 2.28.2030.pdf, west edmonton - rk703 - abstract new.pdf, west edmonton - rk703 - abstract.pdf
30720	Rick's	Sherwood Park Mall	Primaris Retail REIT	50 - 2020 Sherwood Drive	Sherwood Park	AB	T8A 3H9	Sherwood Park Mall - BT700 - LEASE FILE.PDF, Sherwood Park - RK720, BT700 - Amendment.PDF, sherwood park - bt700 - abstract.pdf
30730	Rick's	Tricity Mall	Gulf & Pacific Equities Corp.	11-13 - 6503 51st Street	Cold Lake	AB	T9M 1C8	Tricity - RK730 - LEASE FILE.PDF, Tricity - BT730 - Ext to 2.28.2018.pdf, Tricity - BT730 - Ext to 2.28.2019.pdf, Tricity - BT730 - Ext to 2.28.2020.pdf, Tricity - BT730 - Letter Exp. 2.29.2020.pdf, Tricity - BT730 - Ext to 2.28.2022.pdf, tricity - bt730 - abstract.pdf
30735	Rick's	Parkland Mall (AB)	Morguard	169 - 4747-67th Street	Red Deer	AB	T4N 6H3	Parkland AB - BT735 - LEASE FILE.PDF, Parkland AB - BT735 - Ext to 1.31.2019.pdf, Parkland AB - BT735 - Consent to Assign Ext to 1.31.2021.PDF, parkland ab - bt735 - abstract.pdf
30739	Rick's	Duggan Mall	Nilexx	8 & 9 - 6601 - 48th Avenue	Camrose	AB	T4V 3G8	Duggan Mall - BT739 - LEASE FILE.PDF, duggan - bt739 - abstract.pdf
30741	Rick's	Prairie Mall	Morguard	178 - 11801 - 100 Street	Grande Prairie	AB	T8V 3Y2	Prairie Mall - RK741 - LEASE FILE.PDF, Prairie Mall - RK741 - Ext to 1.31.2023.pdf, prairie - rk741 - abstract.pdf

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30744	Ricki's	St. Albert Centre	Primaris Retail REIT	125 - 375 St. Albert Trail	St. Albert	AB	T8N 3K8	St Albert - BT744 - LEASE FILE.PDF, St Albert - BT744 - Ext to 1.31.2019.pdf, St Albert - BT744 - Ext to 1.31.2024.pdf, st albert - bt744 - abstract.pdf
30747	Ricki's	Westland Market Mall	CGI Realty Advisors Ltd.	3637 - 70 Mcleod Avenue	Spruce Grove	AB	TX 3C7	Westland Market Mall - BT747 - LEASE FILE.PDF, Westland Market Mall - BT747 - Ext to 1.31.2024.PDF, westland market mall - bt747 - abstract.pdf
30755	Ricki's	Londonderry Mall	Cushman & Wakefield Asset Services Inc.	116-118 - 1 Londonderry Mall NW	Edmonton	AB	T5C 3C8	Londonderry - BT755 - LEASE FILE.PDF, Londonderry - BT755 - Ext to 1.31.2018.pdf, Londonderry - BT755 - Ext to 1.31.2020.pdf, Londonderry - BT755 - Ext to 1.31.2021.pdf, londonderry - bt755 - abstract.pdf
30760	Ricki's	Peter Pond Shopping Centre	Primaris Retail REIT	2090 - 9713 Hardin Street	Fort McMurray	AB	T9H 1L2	Peter Pond - RK760 - Notice.pdf, Peter Pond - RK760 - LEASE FILE.pdf, peter pond - rk760 - abstract.pdf
30765	Ricki's	Park Place	Primaris Retail REIT	D08 - 501 - 1st Avenue S.	Lethbridge	AB	T1J 4L9	Park Place RK765 Lease.pdf, park place - k765 - abstract.pdf
30767	Ricki's	Calgary Market Mall	Cadillac	R024A - 3625 Shaganappi Trail NW	Calgary	AB	T3A 0E2	Calgary Market Mall RK767 - LEASE FILE.pdf, Calgary Market Mall RK767 - Amendment Oct 18 2018.pdf, Calgary Market Mall - bt683 - abstract.pdf
30768	Ricki's	Edmonton NE Power Centre	SmartCentres	C3 - 13838 40th Street NW	Edmonton	AB	T5Y 3E6	Edmonton NE PC - RK 768 - LEASE FILE.PDF, edmonton ne pc - c768 - abstract.pdf
30833	Ricki's	Waneta Plaza	Anthem	119-120 - 8100 Rock Island Hwy	Trail	BC	V1R 4N7	Waneta Plaza - BT847 - LEASE FILE.PDF, Waneta Plaza - BT847 - Ext to 1.31.2017.pdf, Waneta Plaza - BT847 - Ext to 1.31.2020.pdf, Waneta Plaza - BT847 - Ext to 1.31.2022.pdf, Waneta Plaza - BT847 - Ext to 1.31.2016.pdf, waneta - bt847 - abstract.pdf
30842	Ricki's	Haney Place Mall	SmartREIT	34 - 11900 Haney Place	Maple Ridge	BC	V2X 8R9	Haney Place - BT842 - LEASE FILE.PDF, haney place - bt842 - abstract.pdf

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30848	Ricki's	Pine Centre Mall	Morguard	59/59A/60 - 3055 Massey Drive	Prince George	BC	V2N 2S9	Pine Centre - RK848 - LEASE FILE.PDF, Pine Centre - RK848 - Ext to 1.31.2021.pdf, pine - rk848 - abstract.pdf
30858	Ricki's	Piccadilly Place Mall	Colliers International	151 - 1151-10th Avenue S.w.	Salmon Arm	BC	V1E 1T3	Piccadilly Place - BT858 - Ext to 1.31.2015.PDF, Piccadilly Place - BT858 - LEASE FILE.PDF, Piccadilly Place - BT858 - Ext to 1.31.2022.pdf, Piccadilly Place - BT858 - Ext to 1.31.2017.pdf, piccadilly place - bt858 - abstract.pdf
30860	Ricki's	Hillside Centre	BentallGreenOak (Canada) LP	4 - 1644 Hillside Avenue	Victoria	BC	V8T 2C5	Hillside - RK860 - LEASE FILE.PDF, Hillside - RK860 - Ext to 1.31.2018.pdf, Hillside - RK860 - Ext to 1.31.2019.pdf, Hillside - RK860 - Ext to 1.31.2020.pdf, Hillside - RK860 - Ext to 1.31.2022.pdf, Hillside - RK860 - Ext to 1.31.2017.pdf, hillside - rk860 - abstract.pdf
30880	Ricki's	Woodgrove Centre	Ivanhoe Cambridge	63 - 6631 Island Highway North	Nanaimo	BC	V9T 4T7	Woodgrove - RK880 - LEASE FILE.PDF, Woodgrove - RK880 - Ext to 1.31.2018.pdf, Woodgrove - RK880 - Ext to 1.31.2020.pdf, Woodgrove - RK880 - Ext to 1.31.2023.pdf, Woodgrove - RK880 - Ext to 1.31.2017.pdf, woodgrove - rk880 - abstract.pdf
30882	Ricki's	Sevensoaks Shopping Centre	Morguard	134A - 32900 South Fraser Way	Abbotsford	BC	V2S 5A1	Sevensoaks - RK882 - LEASE FILE.PDF, Sevensoaks - RK882 - Ext to 1.31.2021.pdf, sevensoaks - rk882 - abstract.pdf
30902	Ricki's	Cottonwood Mall	Warrington PCI Management	11 - 45585 Luckakuck Way	Chilliwack	BC	V2R 1A1	Cottonwood - RK902 - LEASE FILE.PDF, Cottonwood - RK902 - Ext to 1.31.2019.pdf, Cottonwood - RK902 - Ext to 1.31.2022.pdf, Cottonwood - RK902 - Ext to 2.29.2016.pdf, Cottonwood - RK902 - Ext to 1.31.2017.pdf, cottonwood - rk902 - abstract.pdf
30906	Ricki's	Orchard Park	Primaris Retail REIT	1115 - 2271 Harvey Avenue	Kelowna	BC	V1Y 6H2	Orchard Park - RK906 - LEASE FILE.PDF, Orchard Park - RK906 - Ext to 1.31.2024.pdf, orchard park - rk906 - abstract.pdf
30909	Ricki's	Tamarack Shopping Centre	Crestwell Realty Inc.	23 - 1500 Cranbrook Street North	Cranbrook	BC	V1C 3S8	Tamarack BT_RK 909 LEASE.pdf, tamarack - bt909 - abstract.pdf
30925	Ricki's	Aberdeen Mall	Cushman & Wakefield Asset Services Inc.	160 - 1320 W. Trans Canada Highway	Kamloops	BC	V1S 1J2	Aberdeen - RK925 - LEASE FILE.PDF, Aberdeen - RK925 - Ext to 1.31.2017.pdf, Aberdeen - RK925 - Ext to 1.31.2019.pdf, Aberdeen - RK925 - Ext to 1.31.2021.pdf, aberdeen - rk925 - abstract.pdf

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40048	cleo	Bedford Commons Plaza	Plaza Group Management	4A - Phase II - 181 Damascus Road	Bedford	NS	B4A 0C2	Bedford Commons - RK048 - LEASE FILE.PDF, bedford - c1048 - abstract.pdf
40051	cleo	Regent Mall	Primaris Retail REIT	I-008 - 1381 Regent St.	Fredericton	NB	E3C 1A2	Regent Mall - CL051 - LEASE FILE.PDF, Regent Mall - CL051 - Ext to 1.31.2021.pdf, regent - c051 - abstract.pdf
40053	cleo	Wheeler Park Power Centre	CREIT	4 - 177 Trinity Drive	Moncton	NB	E1G 2J7	Wheeler Park - CL053 - LEASE FILE.pdf, wheeler park - c053 - abstract.pdf
40062	cleo	SmartCentres St. John's East	SmartCentres	2 - 89 Aberdeen Avenue NE	St. John's	NL	A1A 5P6	SC St.Johns East PC - CL062 - Extension.pdf, SC St.Johns East PC - CL062 - LEASE FILE.pdf, sc st johns - c1062 - abstract.pdf
40072	cleo	Dartmouth Crossing	Centrecorp Management Services Ltd.	2C-8 - 73 Hector Gate	Dartmouth	NS	B3B 0B8	Dartmouth Crossing CL072 - LEASE FILE.pdf, dartmouth - c1072 - abstract.pdf
40074	cleo	Halifax Shopping Centre	Cushman & Wakefield Asset Services Inc.	205 - 7001 Mumford Road	Halifax	NS	B3L 4N9	Halifax SC - CL074 - LEASE FILE.PDF, halifax - c1074 - abstract.pdf
40078	cleo	Champlain Place	Cadillac	C009A - 477 Paul Street	Dieppe	NB	E1A 4X5	Champlain Place - CL078 - LEASE FILE.PDF, Champlain Place - CL078 - Ext to 1.31.2021.pdf, champlain - c1078 - abstract.pdf
40096	cleo	The Village	Plaza Group Management	82a - 430 Topsail Road	St. John's	NL	A1E 4N1	The Village - CL096 - New Lease.PDF, The Village - CL096 - Ext to 1.31.2023.pdf, village sc - c1096 - abstract.pdf
40097	cleo	Mayflower Mall	McCOR Management	E-66 - 800 Grand Lake Road	Sydney	NS	B1P 6S9	Mayflower - RK097 - LEASE FILE.PDF, Mayflower - CL097 - Ext to 1.31.2021.pdf, Mayflower - CLR097 - Panel Sign Agrmt.pdf, Mayflower - RK097 - Option Letter to 1.31.2018.pdf, mayflower - c097 - abstract.pdf

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40244	cleo	SmartCentres Scarborough	SmartCentres	22 - 1900 Eglinton Avenue East	Scarborough	ON	M1L 2L9	SmartCentres Scarborough - RK244 - LEASE FILE.PDF, sc scarborough - c1244 - abstract.pdf
40247	cleo	SmartCentres Oakville	SmartCentres	4 - 202 Oak Walk Drive	Oakville	ON	L6H 0H4	SmartCentres Oakville - CL247 - LEASE FILE.PDF, sc oakville - c1247 - abstract.pdf
40256	cleo	Lansdowne Place	Cushman & Wakefield Asset Services Inc.	165/166 - 645 Lansdowne Street West	Peterborough	ON	K3J 7Y5	Lansdowne Place - CL256 - LEASE FILE.PDF, Lansdowne - CL256 - Ext to 1.31.2022.pdf, lansdowne - c1256 - abstract.pdf
40259	cleo	Etobicoke Power Centre	SmartCentres	G2 - 171 North Queen Street	Etobicoke	ON	M9C 1A7	Etobicoke - RK259 - LEASE FILE.PDF, Etobicoke Pylon Sign Agreement.pdf, Etobicoke - CL259 - to 1.31.2024.pdf, etobicoke - c1259 - abstract.pdf
40267	cleo	St. Laurent Shopping Centre	Morguard	G503 - 1200 St. Laurent Blvd.	Ottawa	ON	K1K 3B8	St Laurent - CL267 - LEASE FILE.PDF, St Laurent - CL267 - Amend to 1.31.2017.pdf, St Laurent - CL267 - Amend to 1.31.2024.pdf, st laurent - c1267 - abstract.pdf
40274	cleo	Aurora North Power Centre	SmartCentres	3 - 43 First Commerce Drive	Aurora	ON	L4G 0G2	Aurora East PC - RK274 - LEASE FILE.PDF, Aurora East PC - CL274 - Ext to 1.31.2023.pdf, aurora - c1274 - abstract.pdf
40275	cleo	New Sudbury Centre	Morguard	28J - 1349 Lasalle Blvd	Sudbury	ON	P3A 1Z2	New Sudbury Centre - CL275 - LEASE FILE.PDF, New Sudbury Centre - CL275 - Ext to 1.31.2019.pdf, New Sudbury Centre - CL275 - Ext to 1.31.2024.pdf, new sudbury - c1275 - abstract.pdf
40280	cleo	Square One Shopping Centre	Oxford	2-147A - 100 City Centre Drive	Mississauga	ON	L6B 2C9	Square One - CL280 - LEASE FILE.PDF, Square One - CL280 - Ext to 1.31.2020.pdf, Square One - CL280 - Ext to 1.31.2021.pdf, square one - c1280 - abstract.pdf
40281	cleo	Burlington North Power Centre	SmartCentres	B3 - 4517 Dundas Street	Burlington	ON	L7M 5B4	Burlington North PC - RK281 - LEASE FILE.PDF, Burlington North PC - CL281 - Ext to 1.31.2025.pdf, burlington north pc - c1281 - abstract.pdf

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40282	cleo	Innes Rd & Mer Bleue Power Centre	SmartCentres	G4 - 2006 Mer Bleue Road	Orleans	ON	K4A 0G2	Innes Rd & Mer Bleue - RK282 - LEASE FILE.PDF, Innes Rd & Mer Bleue - RK282 - Ext to 1.31.2023.pdf, innes rd mer bleue - cl282 - abstract.pdf
40286	cleo	Guelph Power Centre	SmartCentres	H1 - #106 - 49 Woodlawn Road West	Guelph	ON	N1H 1G8	Guelph PC - RK286 - LEASE FILE.PDF, guelph pc - cl286 - abstract.pdf
40294	cleo	Sunrise Shopping Centre	Voisin	A-10 - 1400 Ottawa Street South	Kitchener	ON	N2E 4E2	Sunrise - CL294 - LEASE FILE.PDF, Sunrise - CL294 - Letter Agmt to 1.31.2017.pdf, Sunrise - CL294 - Letter Agmt to 1.31.2019.pdf, Sunrise - CL294 - Option Letter to 1.31.2023.pdf, sunrise - cl294 - abstract.pdf
40300	cleo	SmartCentres Oshawa North Power Centre	SmartCentres	4 - 1405 Harmony Road North	Oshawa	ON	L1H 7K5	Rick's Oshawa(N) - LEASE FILE.pdf, sc oshawa n pc - cl300 - abstract.pdf
40322	cleo	Fairview Park Mall	Cadillac	J003B - 2960 Kingsway Drive	Kitchener	ON	N2C 1X1	Fairview Park - CL322 - LEASE FILE.pdf, Fairview Park - CL322 - Notice and Direction.pdf, fairview park - cl322 - abstract.pdf
40333	cleo	Place d'Orleans	Primaris Retail REIT	870 - 110 Place d'Orleans Drive	Orleans	ON	K1C 2L9	Place dorleans - Cl.333 - LEASE FILE.PDF, Place dorleans - CL333 - Ext to 1.31.2022.pdf, Place dorleans - CL333 - Ext to 1.31.2016.pdf, Place dorleans - CL333 - Letter Agmt Ext to 1.31.2017.pdf, Place dorleans - CL333 - Ext to 1.31.2018.pdf, Place dorleans - CL333 - Ext to 1.31.2019.pdf, place dorleans - cl333 - abstract.pdf
40338	cleo	Burlington Mall	RioCan	D4 - 777 Guelph Line	Burlington	ON	L7R 3N2	Burlington Mall - CL338 - LEASE FILE.PDF, Burlington Mall - CL338 - Ext to 1.31.2018.pdf, Burlington Mall - CL338 - Ext to 1.31.2021.pdf, burlington mall - cl338 - abstract.pdf
40343	cleo	Lynden Park Mall	Centrecorp Management Services Ltd.	B6 - 84 Lynden Road	Brantford	ON	N3R 6B8	Lynden Park - CL343 - Ext to 1.31.2018.PDF, Lynden Park - CL343 - LEASE FILE.PDF, Lynden Park - CL343 - Ext to 1.31.2019.pdf, Lynden Park - CL343 - Ext to 1.31.2020.pdf, Lynden Park - CL343 - Ext to 1.31.2022.pdf, lynden park - cl343 - abstract.pdf
40352	cleo	Carlingwood Mall	Cushman & Wakefield Asset Services Inc.	11 - 2121 Carling Avenue	Ottawa	ON	K2A 1H2	Carlingwood - CL352 - Ext to 1.31.2018.PDF, Carlingwood - CL352 - LEASE FILE.PDF, Carlingwood - CL352 - Ext to 1.31.2022.pdf, carlingwood - cl352 - abstract.pdf

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40353	cleo	Quinte Mall	Cushman & Wakefield Asset Services Inc.	E2 - 390 North Front Street	Belleville	ON	K8P 3E1	Quinte Mall - CL353 - LEASE FILE.pdf, quinte - cl353 - abstract.pdf
40355	cleo	SmartCentres Barrie South	SmartCentres	200 - 29 Mapleview Drive West	Barrie	ON	L4N 9H5	SmartCentres Barrie South - CL355 - LEASE FILE.pdf, sc barrie s - cl355 - abstract.pdf
40373	cleo	Masonville Place	Cadillac	L084A - 1880 Richmond Street N.	London	ON	N6G 3Y9	Masonville - CL373 - LEASE FILE.pdf, Masonville - CL373 - Ext to 1.31.2025.pdf, masonville - cl373 - abstract.pdf
40384	cleo	Milton Crossroads Shopping Centre	First Gulf	E4-1 - 1250 Steeles Avenue E.	Milton	ON	L9T 6R1	Milton Crossroads - CL384 - LEASE FILE.PDF, Milton Crossroads - CL384 - Ext to 1.31.2021.pdf, milton - cl384 - abstract.pdf
40387	cleo	Lime Ridge Mall	Cadillac	0169A - 999 Upper Wentworth St.	Hamilton	ON	L9A 4X5	Lime Ridge Mall - CL387 - LEASE FILE.PDF, lime ridge - cl387 - abstract.pdf
40389	cleo	Lambton Mall	Europro	6 - 1380 London Road	Samia	ON	N7S 1P8	Lambton Mall - CL389 - Ext to 1.31.2014.PDF, Lambton Mall - CL389 - LEASE FILE.PDF, Lambton Mall - CL389 - Ext to 1.31.2017.pdf, Lambton Mall - CL389 - Ext to 1.31.2018.pdf, Lambton Mall - CL389 - Ext to 1.31.2020.pdf, Lambton Mall - CL389 - Ext to 1.31.2021.pdf, lambton - cl389 - abstract.pdf
40396	cleo	SmartCentres London North PC	CREIT	104 - 1300 Fanshawe Park Road West	London	ON	N6G 5B1	SC LONDON N PC - RK396 - LEASE FILE.pdf, sclondon n pc - cl396 - abstract.pdf
40401	cleo	Heartland Town Centre	Orlando	12 - 6075 Mavis Road	Mississauga	ON	L5R 4G6	Heartland - CL401 - Ext to 1.31.2018.PDF, Heartland - CL401 - LEASE FILE.PDF, Heartland - CL401 - Ext to 1.31.2028.pdf, heartland - cl401 - abstract.pdf
40403	cleo	Georgetown Market Place	Cushman & Wakefield Asset Services Inc.	58 - 280 Guelph Street	Georgetown	ON	L7G 4B1	Georgetown - CL403 - LEASE FILE.pdf, Georgetown - CL403 - Notice and Direction.pdf, georgetown - cl403 - abstract.pdf

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40407	cleo	Upper Canada Mall	Oxford	E07 - 17600 Yonge Street	Newmarket	ON	L3Y 4Z1	Upper Canada Mall - CL407 - LEASE FILE.PDF, upper canada - cl407 - abstract.pdf
40410	cleo	White Oaks Mall	BentallGreenOak (Canada) LP	295 - 1105 Wellington Road S	London	ON	N6E 1V4	White Oaks - CL410 - Page 1 Amendment.PDF, White Oaks - CL410 - LEASE FILE.PDF, White Oaks - CL410 - Ext to 1.31.2023.pdf, White Oaks - CL410 - Ext to 1.31.2018.pdf, white oaks - cl410 - abstract.pdf
40435	cleo	Stone Road Mall	Primaris Retail REIT	M-2 - 435 Stone Road West	Guelph	ON	N1G 2X6	Stone Road - CL435 - LEASE FILE.PDF, Stone Road - CL435 - Ext to 1.31.2018.pdf, Stone Road - CL435 - Ext to 1.31.2020.pdf, Stone Road - CL435 - Ext to 1.31.2022.pdf, stone road - cl435 - abstract.pdf
40436	cleo	Bramalea City Centre	Morguard	231 - 25 Peel Centre Drive	Brampton	ON	L6T 3R5	Bramalea City Centre - CL436 - LEASE FILE.PDF, Bramalea City Centre - CL436 - Ext to 1.31.2019.pdf, Bramalea City Centre - CL436 - Ext to 1.31.2021.pdf, Bramalea City Centre - CL436 - Ext to 1.31.2017.pdf, bramalea - cl436 - abstract.pdf
40442	cleo	Cambridge Centre	Morguard	108A - 355 Hespeler Road	Cambridge	ON	N1R 6B3	Cambridge - CL442 - LEASE FILE.PDF, Cambridge - CL442 - Ext to 1.31.2018.pdf, Cambridge - CL442 - Ext to 1.31.2019.pdf, Cambridge - CL442 - Ext to 1.31.2020.pdf, Cambridge - CL442 - Ext to 1.31.2021.pdf, cambridge - cl442 - abstract.pdf
40444	cleo	Erin Mills Town Centre	Cushman & Wakefield Asset Services Inc.	B118A - 5100 Erin Mills Parkway	Mississauga	ON	L5M 4Z5	Erin Mills - CL444 - LEASE FILE.PDF, Erin Mills - CL444 - Ext to 1.31.2021.pdf, erin mills - cl444 - abstract.pdf
40466	cleo	Toronto-Dominion Centre	Cadillac	0001A - 66 Wellington Street West	Toronto	ON	M5K 1A1	Toronto Dominion Centre - CL466 - LEASE FILE.pdf, toronto dominion - cl466 - abstract.pdf
40474	cleo	Pen Centre	Cushman & Wakefield Asset Services Inc.	26 - 221 Glendale Avenue	St. Catharines	ON	L2T 2K9	Pen Centre - CL474 - LEASE FILE.PDF, Pen Centre - CL474 - Ext to 2.28.2018.pdf, Pen Centre - CL474 - Ext to 2.29.2020.pdf, Pen Centre - CL474 - Ext to 2.28.2021.pdf, pen - cl474 - abstract.pdf
40476	cleo	Cataract Centre	Primaris Retail REIT	US6A - 945 Gardiners Road	Kingston	ON	K7M 7H4	Cataract - CL476 - LEASE FILE.PDF, cataract - cl476 - abstract.pdf

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40483	cleo	Hamilton SE Power Centre	RioCan	104 - 2180 Rymal Road	Hannon	ON	L0R 1P0	Hamilton SE PC - RK483 - LEASE FILE.PDF, Hamilton SE PC - RK483 - Ext to 1.31.2023.pdf, hamilton se pc - c4483 - abstract.pdf
40488	cleo	Oshawa Centre	Ivanhoe Cambridge	2315 - 419 King Street W.	Oshawa	ON	L1J 2K5	Oshawa Centre - CL488 - LEASE FILE.PDF, Oshawa Centre - CL488 - Ext to 1.31.2023.pdf, oshawa centre - c4689 - abstract.pdf
40490	cleo	Ottawa Train Yards	Geoffrey L. Moore and Assoc. Ltd.	C16 - 100 Trainyards Drive	Ottawa	ON	K1G 3S2	Ottawa Train Yards - CL490 - LEASE FILE.PDF, Ottawa Train Yards - CL490 - Option Ext Ltr to 1.31.2023.pdf, Ottawa Train Yards - CL490 RK489 Pylon Agmt.pdf, ottawa train yards - cl490 - abstract.pdf
40491	cleo	Devonshire Mall	Cushman & Wakefield Asset Services Inc.	B5 - 3100 Howard Avenue	Windsor	ON	N8X 3Y8	Devonshire - CL491 - LEASE FILE.PDF, Devonshire - CL491 - Ext to 1.31.2022.pdf, devonshire - cl491 - abstract.pdf
40492	cleo	Windsor Crossing Premium Outlet	Royal Courtyards Property Management	508C - 1555 Talbot Street	LaSalle	ON	N9H 2N2	Windsor Crossing - RK492 - 2012 Amendment.PDF, Windsor Crossing - RK492 - LEASE FILE.PDF, Windsor Crossing - CLR492 - Ext to 1.31.2018.pdf, Windsor Crossing CLR492 - Ext to 1.31.2023.pdf, windsor crossing - cl492 - abstract.pdf
40493	cleo	Station Mall	Centrecorp Management Services Ltd.	K15 - 293 Bay Street	Sault Ste. Marie	ON	P6A 1X3	Station Mall - CL493 - LEASE FILE.PDF, Station Mall - CL493 - Ext to 2.28.2019.pdf, Station Mall - CL493 - Ext to 2.29.2020.pdf, Station Mall - CL493 - Ext to 2.28.2021.pdf, station - c4493 - abstract.pdf
40499	cleo	Mapleview Centre	Ivanhoe Cambridge	AA32 - 900 Maple Avenue	Burlington	ON	L7S 2J8	Mapleview - CL499 - LEASE FILE.PDF, Mapleview - CL499 - Ext to 1.31.2017.pdf, Mapleview - CL499 - Ext to 1.31.2018.pdf, Mapleview - CL499 - Ext to 1.31.2019.pdf, Mapleview - CL499 - Ext to 1.31.2020.pdf, Mapleview - CL499 - Amendment.pdf, Mapleview - CL499 - Ext to 1.31.2021.pdf, Mapleview - CL499 - Ext to 1.31.2016.pdf, mapleview - c4499 - abstract.pdf
40505	cleo	Polo Park	Cadillac	L118 - 1485 Portage Avenue	Winnipeg	MB	R3G 0W4	Polo Park - CL505 - LEASE FILE.PDF, polo - cl505 - abstract.pdf
40521	cleo	Shoppers Mall	Morguard	718 - 1570 18th Street	Brandon	MB	R7A 5C5	Brandon Shoppers Mall - CL521 - Pages 1 and 2 and Signing.PDF, Brandon Shoppers Mall - CL521 - Amendment.PDF, Brandon Shoppers Mall - CL521 - LEASE FILE.PDF, shoppers - cl521 - abstract.pdf

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40525	cleo	Kildonan Place	Primaris Retail REIT	T12 - 1555 Regent Avenue West	Winnipeg	MB	R2C 4J2	Kildonan CL525 - LEASE FILE.pdf, kildonan - cl525 - abstract.pdf
40536	cleo	Kenaston Power Centre	SmartCentres	2 - 1569 Kenaston Blvd.	Winnipeg	MB	R3P 2N3	Kenaston - RK526 - LEASE FILE.PDF, Kenaston - RK536 - Notice and Direction 2005.pdf, Kenaston - RK526 - Consent to Name Change.pdf, Kenaston - CLRK526 - Pylon Agreement.pdf, Kenaston - CLRK526 - Ext to 1.31.2024.pdf, Kenaston - cl536 - abstract.pdf
40539	cleo	St. Vital Centre	Cushman & Wakefield Asset Services Inc.	2 - 1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	St.Vital - CL539 - LEASE FILE.PDF, St.Vital - CL539 - Ext to 1.31.2024.pdf, st vital - cl539 - abstract.pdf
40559	cleo	Lawson Heights	Morguard	4 - 134 Primrose Drive	Saskatoon	SK	S7K 5S6	Lawson Heights - RK602 - LEASE FILE.PDF, Lawson Heights - RK602 - Ext to 1.31.2020.pdf, Lawson Heights - RK602 - Consent to Assign Ext to 1.31.2022.PDF, lawson - cl593 - abstract.pdf
40594	cleo	Parkland Mall	BentallGreenOak (Canada) LP	17B - 277 Broadway St. E.	Yorkton	SK	S3N 3G7	Parkland SK - CL594 - Ext to 1.31.2020.pdf, Parkland SK - CL594 - Ext to 1.31.2022.pdf, Parkland SK - CL594 - Notice.pdf, Parkland SK - CL594 - LEASE FILE.pdf, parkland sk - cl594 - abstract.pdf
40597	cleo	Gateway Mall	Avison Young	260 - 1403 Central Avenue	Prince Albert	SK	S6V 7J4	Gateway - RK598 - Extension Letter.PDF, Gateway Mall - RK598 - LEASE FILE.PDF, Gateway Mall - CL597 - Ext to 1.31.2019.pdf, Gateway Mall - CL597 - Ext to 1.31.2020.pdf, Gateway Mall - CL597 - Ext to 1.31.2021.pdf, gateway - cl597 - abstract.pdf
40605	cleo	Midtown Plaza	Cushman & Wakefield Asset Services Inc.	T248 - 201 - 1st Avenue South	Saskatoon	SK	S7K 1J9	Midtown - CL605 - Amendment.PDF, Midtown Plaza - CL605 - LEASE FILE.PDF, Midtown - CL605 - Ext to 1.31.2017.pdf, Midtown - CL605 - Ext to 1.31.2018.pdf, Midtown - CL605 - Ext to 1.31.2020.pdf, Midtown - CL605 - Ext to 1.31.2021.pdf, midtown - cl605 - abstract.pdf
40609	cleo	Cornwall Centre	Cushman & Wakefield Asset Services Inc.	T005 - 2102-11th Avenue	Regina	SK	S4P 0J5	Cornwall Centre - CL609 - LEASE FILE.PDF, Cornwall Centre - CL609 - Ext to 1.31.2022.pdf, cornwall centre - cl609 - abstract.pdf
40614	cleo	Northgate Mall	Westdale Construction Co. Limited	57A - 489 Albert Street North	Regina	SK	S4R 3C4	Northgate Mall - CLRK585 - Ext to 1.31.2019.pdf, Northgate Mall - CLRK585 - Ext to 1.31.2021.pdf, Northgate Mall - CLRK585 - LEASE FILE.pdf, northgate - cl614 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
40618	cleo	Southland Mall	Strathallen Property Management Inc.	21 - 2965 Gordon Road	Regina	SK	S4S 6H7	Southland Mall - CL618 - LEASE FILE.PDF, Southland Mall - CL618 - Ext to 2.28.2019.pdf, Southland Mall - CL618 - Ext to 2.28.2021.pdf, southland - cl618 - abstract.pdf
40639	cleo	Market Mall	Strathallen Property Management Inc.	5 - 2325 Preston Avenue	Saskatoon	SK	S7J 2G2	Market Mall - CL639 - LEASE FILE.PDF, Market Mall - CL639 - Ext to 1.31.2025.pdf, Market Mall - CL639 - Ext to 1.31.2020.pdf, market mall sk - cl639 - abstract.pdf
40669	cleo	South Edmonton Common	Cameron	1407 - 99 Street NW	Edmonton	AB	T6N 0B4	South Edmonton Common CL669 - LEASE FILE.pdf, South Edmonton Common - CL669 - Pylon Sign.pdf, south edmonton common - cl669 - abstract.pdf
40670	cleo	Westland Market Mall	CGI Realty Advisers Ltd.	36/37 - 70 Meleod Avenue	Spruce Grove	AB	T7X 3C7	Westland Market Mall - BT747 - LEASE FILE.PDF, Westland Market Mall - BT747 - Ext to 1.31.2024.PDF, westland market mall - bt747 - abstract.pdf
40671	cleo	Southcentre Mall	Oxford	20A - 100 Anderson Road S.E.	Calgary	AB	T2J 3V1	Southcentre - CL671 - LEASE FILE.PDF, Southcentre - CL671 - Ext to Ext to 1.31.2017.pdf, Southcentre - CL671 - Ext to 1.31.2022.pdf, southcentre - cl671 - abstract.pdf
40676	cleo	Medicine Hat Mall	Primaris Retail REIT	128 - 3292 Dunmore Road South East	Medicine Hat	AB	T1B 2R4	Medicine Hat CL676 - LEASE FILE.pdf, medicine hat - cl676 - abstract.pdf
40685	cleo	Londonderry Mall	Cushman & Wakefield Asset Services Inc.	116-118 - 1 Londonderry Mall NW	Edmonton	AB	T5C 3C8	Londonderry - BT755 - LEASE FILE.PDF, Londonderry - BT755 - Ext to 1.31.2018.pdf, Londonderry - BT755 - Ext to 1.31.2019.pdf, Londonderry - BT755 - Ext to 1.31.2020.pdf, Londonderry - BT755 - Ext to 1.31.2021.pdf, Londonderry - bt755 - abstract.pdf
40690	cleo	Sunridge Mall	Primaris Retail REIT	146 - 2525-36th Street North East	Calgary	AB	T1Y 5T4	Sunridge - CL690 - Extension to 2020.pdf, Sunridge - CL690 - Extension to 2022.pdf, Sunridge - CL690 - Notice.pdf, Sunridge - CL690 - LEASE FILE.pdf, sunridge - cl690 - abstract.pdf
40691	cleo	Parkland Mall (AB)	Morguard	167 - 4747-67th Street	Red Deer	AB	T4N 6H3	Parkland AB - CL691 - LEASE FILE.PDF, Parkland AB - CL691 - Ext to 1.31.2019.pdf, Parkland AB - CL691 - Ext to 1.31.2021.pdf, parkland ab - cl691 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
40695	cleo	Park Place	Primaris Retail REIT	D006 - 501 - 1st Avenue S.	Lethbridge	AB	T1J 4L9	Park Place - CL695 - LEASE FILE.PDF, Park Place - CL695 - Ext to 1.31.2024.pdf, Park Place - CL695 - Ext to 1.31.2019.pdf, park place - c1695 - abstract.pdf
40704	cleo	CrossIron Mills	Ivanhoe Cambridge	147 - 261055 CrossIron Blvd.	Rocky View	AB	T4A 0G3	CrossIron Mills - CL704 - LEASE FILE.PDF, CrossIron Mills - CL704 - Ext to 1.31.2022.pdf, crossiron - c1704 - abstract.pdf
40708	cleo	Sherwood Park Mall	Primaris Retail REIT	51/51A - 2020 Sherwood Drive	Sherwood Park	AB	T8A 3H9	Sherwood Park - CL708 - Amendment.PDF, Sherwood Park - CL708 - LEASE FILE.PDF, sherwood park - c1708 - abstract.pdf
40710	cleo	Kingsway Mall	Oxford	100 - 1 Kingsway Garden Mall NW	Edmonton	AB	T5G 3A6	Kingsway Mall - CL710 - Ext to 1.31.2026.pdf, Kingsway Mall - CL710 - LEASE FILE.pdf, kingsway - c1710 - abstract.pdf
40723	cleo	Calgary Market Mall	Cadillac	R042 - 3625 Shaganappi Trail NW	Calgary	AB	T3A 0E2	Calgary Market Mall CL723 - LEASE FILE.pdf, Cleo (MKT) Lse - replacement page Mktg Fund_INITIALLED PG.pdf, calgary market mall - c1723 - abstract.pdf
40740	cleo	West Edmonton Mall	West Ed Prop	F-143 - 8882-170 Street	Edmonton	AB	T5T 4J2	West Edmonton Mall - CL740 - LEASE FILE.PDF, West Edmonton Mall - CL740 - Ext to 1.31.2021.pdf, west edmonton - c1740 - abstract.pdf
40768	cleo	Edmonton NE Power Centre	SmartCentres	C3 - 13838 40th Street NW	Edmonton	AB	T5Y 3E6	Edmonton NE PC - RK 768 - LEASE FILE.PDF, edmonton ne pc - c1768 - abstract.pdf
40834	cleo	Hillside Centre	BentallGreenOak (Canada) LP	59 - 1644 Hillside Avenue	Victoria	BC	V8T 2C5	Hillside - CL834 - LEASE FILE.PDF, Hillside - CL834 - Ext to 1.31.2018.pdf, Hillside - CL834 - Ext to 1.31.2021.pdf, hillside - c1834 - abstract.pdf
40836	cleo	Coquitlam Centre	Morguard	2226 - 2929 Barnet Highway	Coquitlam	BC	V3B 5R5	Coquitlam - CL836 - LEASE FILE.PDF, coquitlam - c1836 - abstract.pdf

Store	Banner	Shopping Centre	Property Manager	Address	City	Province	Postal Code	Lease Docs
40886	cleo	Woodgrove Centre	Ivanhoe Cambridge	66 - 6631 Island Highway North	Nanaimo	BC	V9T 4T7	Woodgrove CL886 - LEASE FILE.pdf, woodgrove - c886 - abstract.pdf
40889	cleo	Cottonwood Mall	Warrington PCI Management	41 - 45585 Luckakuck Way	Chilliwack	BC	V2R 1A1	Cottonwood - CL889 - Ext to 1.31.2014.PDF, Cottonwood - CL889 - LEASE FILE.PDF, Cottonwood - CL889 - Ext to 1.31.2018.pdf, Cottonwood - CL889 - Ext to 1.31.2019.pdf, Cottonwood - CL889 - Ext to 1.31.2021.pdf, Cottonwood - CL889 - Ext to 1.31.2016.pdf, cottonwood - c889 - abstract.pdf
40890	cleo	Aberdeen Mall	Cushman & Wakefield Asset Services Inc.	200B - 1320 W. Trans Canada Highway	Kamloops	BC	V1S 1J2	Aberdeen - CL890 - LEASE FILE.PDF, Aberdeen - CL890 - Ext to 1.31.2019.pdf, Aberdeen - CL890 - Ext to 1.31.2021.pdf, aberdeen - c890 - abstract.pdf
40912	cleo	Orchard Park	Primaris Retail REIT	1168 - 2271 Harvey Avenue	Kelowna	BC	V1Y 6H2	Orchard Park - CL912 - Ext to 1.31.2015.PDF, Orchard Park - CL912 - LEASE FILE.PDF, Orchard Park - CL912 - Ext to 1.31.2022.pdf, Orchard Park - CL912 - Ext to 1.31.2017.pdf, orchard park - c912 - abstract.pdf
40923	cleo	Sevenoaks Shopping Centre	Morguard	150 - 32900 South Fraser Way	Abbotsford	BC	V2S 5A1	Sevenoaks - CL923 - Ext to 1.31.2014.PDF, Sevenoaks - CL923 - LEASE FILE.PDF, Sevenoaks - CL923 - Ext to 1.31.2021.pdf, Sevenoaks - CL923 - Ext to 1.31.2016.pdf, sevenoaks - c923 - abstract.pdf

SCHEDULE 1.1(d): PERMITTED ENCUMBRANCES

1. Security interest in favour of Leggat National Leasing, as secured party, against Comark Holdings, Inc., as debtor, in certain vehicle collateral, serial numbered goods or consumer goods.
2. Security interest in favour of Xerox Canada Ltd., as secured party, against Comark Holdings, Inc., as debtor, in 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, and all proceeds thereof.
3. Security interest in favour of Apple Canada Inc., as secured party, against Comark Holdings, Inc., as debtor, in all goods which are communication & electronic devices manufactured, distributed or sold by Apple Canada Inc., the goods described herein together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral. (As may be amended or updated from time to time).
4. Security interest in favour of Comark Holdings Inc., as secured party, against Cleo Fashions Inc., as debtor, in all present and after-acquired personal property of the debtor.
5. Security interest in favour of Xerox Canada Ltd., as secured party, against Cleo Fashions Inc., as debtor, in 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, and all proceeds thereof.
6. Security interest in favour of Comark Holdings Inc., as secured party, against Ricki's Fashions Inc., as debtor, in all present and after-acquired personal property of the debtor.

7. Security interest in favour of Xerox Canada Ltd., as secured party, against Ricki's Fashions Inc., as debtor, in 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, and all proceeds thereof.
8. Security interest in favour of Comark Holdings Inc., as secured party, against Bootlegger Clothing Inc., as debtor, in all present and after-acquired personal property of the debtor.
9. Encumbrances affecting a landlord's, lessor's, licensor's or sublandlord's, as applicable, interest in any applicable Leased Real Property.
10. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, other agreements, building and other restrictions, easements, servitudes, rights of way and licences.
11. Minor survey exceptions, minor encumbrances, easements or reservations of, or rights of other for, rights-of-way, sewers, electric lines, telephone lines and other similar purposes, or zoning or similar restriction as to the use of any applicable Leased Real Property.

SCHEDULE 1.1(e): FORM OF APPROVAL AND VESTING ORDER

See attached.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)	MONDAY, THE 13 TH
)	
JUSTICE HAINEY)	DAY OF JULY, 2020

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC.
AND RICKI'S FASHIONS INC.

(collectively, the "**Applicants**" and each an "**Applicant**")

APPROVAL AND VESTING AND CCAA TERMINATION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia*, (i) approving the Purchase Agreement (the "**Purchase Agreement**") among Comark Holdings Inc. ("**Comark**"), Bootlegger Clothing Inc., cleo fashions Inc. and Ricki's Fashions Inc. (collectively, the "**Comark Entities**"), 9383921 Canada Inc. (the "**Vendor**"), and 12132958 Canada Ltd. (the "**Purchaser**") dated July ●, 2020 and attached as Exhibit "A" to the affidavit of Gerald Bachynski sworn July ●, 2020 (the "**Third Bachynski Affidavit**") and the transactions contemplated thereby (the "**Transactions**"), (ii) adding 11909509 Canada Inc. ("**ExcludedCo**") as an Applicant to these CCAA proceedings, (iii) transferring and vesting all of the Comark Entities' right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in and to ExcludedCo, (iv) releasing and discharging the Comark Entities from and in respect of, and transferring all of, the Excluded Liabilities (as defined in the Purchase Agreement) in and to ExcludedCo, (v) releasing and discharging the Retained Assets of

all Claims and Encumbrances other than the Retained Liabilities (each as defined in the Purchase Agreement), (vi) transferring and vesting all of the Vendor's right, title and interest in and to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents (each as defined in the Purchase Agreement) in and to the Purchaser, (vii) discharging the Comark Entities as Applicants to these CCAA proceedings, (viii) approving the amalgamation of the Purchaser and Comark, (ix) authorizing ExcludedCo to file an assignment in bankruptcy, (x) terminating these CCAA proceedings and discharging and releasing the Monitor (as defined below) at the CCAA Termination Time (as defined below), and (xi) granting certain related relief, all on the terms and conditions herein, was heard this day by videoconference in Toronto, Ontario, in accordance with the changes to the operations of the Commercial List and the Notice to the Profession updated April 2, 2020 in light of the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicants, the Third Bachynski Affidavit, the second report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as monitor of the Applicants (the "**Monitor**"), dated July ●, 2020, and on hearing the submissions of counsel for the Applicants, the Monitor, the Vendor, the DIP Lender and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of ● sworn July ●, 2020:

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meanings ascribed to them in the Third Bachynski Affidavit, the Purchase Agreement and/or the Amended and Restated Initial Order of this Court in the within proceedings dated June 3, 2020 (as further amended or otherwise modified from time to time, the "**Initial Order**"), as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Purchase Agreement and the Transactions are hereby approved, including for greater certainty the conveyance of the Purchased Shares and the assignment of the Vendor Secured Debt to the Purchaser, and the execution of the Purchase Agreement by the Comark Entities is hereby authorized and approved with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor and the DIP Lender. The Comark Entities are hereby authorized and directed to perform their obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) first, (i) ExcludedCo shall be added as an Applicant in these CCAA Proceedings pursuant to paragraph 17 hereof, and (ii) the directors and officers of ExcludedCo (the "**ExcludedCo D&Os**") shall be deemed to have resigned;
- (b) second, all of the Comark Entities' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ExcludedCo, and any and all Claims and Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
- (c) third, all Excluded Contracts (together with the obligations and liabilities thereunder) and Excluded Liabilities (which, for certainty, includes all Claims of the Comark Entities other than the Retained Liabilities) shall be transferred to, assumed by and vest absolutely and exclusively in, ExcludedCo such that the Excluded Contracts and Excluded Liabilities shall become obligations of

ExcludedCo and shall no longer be obligations of the Comark Entities, and the Comark Entities and the Retained Assets shall be and are hereby forever released, expunged and discharged from such Excluded Contracts (and the obligations and liabilities thereunder) and Excluded Liabilities, and any and all Claims and Encumbrances (excluding, for greater certainty, the Retained Liabilities) in connection therewith or affecting or relating to the Comark Entities and the Retained Assets (other than the Permitted Encumbrances) shall be and are hereby forever released, expunged and discharged as against the Comark Entities and the Retained Assets;

- (d) fourth, the Bankruptcy Costs shall be paid to the Monitor, who shall provide same to A&M, once appointed as trustee in bankruptcy of ExcludedCo (in such capacity, the “**Trustee**”), which Bankruptcy Costs shall be held by the Trustee free and clear of any Claims or Encumbrances;
- (e) fifth, the Purchaser shall pay, assume, or otherwise satisfy the Priority Claims in accordance with the terms of the Purchase Agreement, and, upon payment thereof, the Priority Claims shall be and are hereby forever released, expunged and discharged as against the Retained Assets, the Comark Entities, and the Purchased Shares;
- (f) sixth, the Purchaser shall pay, on behalf of the Comark Entities, an amount equal to the CIBC Secured Debt (the “**CIBC Secured Debt Repayment Amount**”) to CIBC in accordance with the terms of Purchase Agreement, and (i) the CIBC Secured Debt and the CIBC Secured Debt Documents shall be irrevocably and finally extinguished and cancelled, and (ii) all Claims and Encumbrances relating to the CIBC Secured Debt and the CIBC Secured Debt Documents affecting or relating to the Retained Assets, the Comark Entities, the Purchased Shares or the Vendor, shall be and are hereby forever released, expunged and discharged as against the Retained Assets, the Comark Entities, the Purchased Shares and the Vendor;
- (g) seventh, all of the Vendor’s right, title and interest in and to the Purchased Shares, Vendor Secured Debt, and the Vendor Secured Debt Documents shall vest

absolutely and exclusively in and, to the extent applicable, be transferred to and assumed by, the Purchaser free and clear of and from any and all Claims and Encumbrances and, for greater certainty, any and all Claims and Encumbrances affecting or relating to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents shall be and are hereby forever released, expunged and discharged as against the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents;

- (h) eighth, the Purchaser and Comark shall amalgamate and shall be deemed to have amalgamated with the same effect as if Section 186 of the *Canada Business Corporations Act* (“**CBCA**”) was applicable thereto such that the predecessor corporations shall continue as one amalgamated corporation under the CBCA (the “**Amalgamation**”, such amalgamated entity, “**AmalCo**”, and references to the “**Comark Entities**” herein shall be deemed to include AmalCo from and after the Amalgamation); and
- (i) ninth, the Comark Entities shall cease to be Applicants in these CCAA Proceedings, and the Comark Entities shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Comark Entities) shall continue to apply in all respects. For greater certainty, ExcludedCo shall remain an Applicant in accordance with and subject to the terms of this Order,

and, for greater certainty, upon completion of the steps outlined above, the Priority Claims (to the extent paid by the Purchaser and the Comark Entities), the CIBC Secured Debt, and the Vendor Secured Debt shall no longer attach to or otherwise affect the Retained Assets, the Comark Entities, or the Purchased Shares.

6. **THIS COURT ORDERS** that the Amalgamation is hereby approved and that, on the Effective Date, the Purchaser and Comark are hereby permitted to execute and file articles of amalgamation or such other documents or instruments as may be required to permit or enable and effect the Amalgamation pursuant to paragraph 5(h), above, and such articles, documents, or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any

requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions.

7. **THIS COURT ORDERS** that, from and after the Effective Date, the Purchaser and the Comark Entities shall be authorized to take all such steps as may be necessary to effect the releasing, expunging or discharging of all Encumbrances released, expunged or discharged pursuant to this Order, which are registered against the Retained Assets and the Purchased Shares, including the filing of such financing change statements in any personal property registry systems as may be necessary or desirable.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Comark Entities, the Purchaser, and CIBC (in respect of the receipt of the CIBC Secured Debt Repayment Amount) regarding the fulfillment of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that all Claims and Encumbrances released, expunged and discharged as against the Comark Entities, the Retained Assets, the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents pursuant to paragraph 5 hereof shall attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

11. **THIS COURT ORDERS** that the Vendor is authorized, permitted and ordered to, at the Effective Time, disclose to the Purchaser all personal information in its custody or control relating to the operation of the Comark Entities' business (except to the extent that any such information is an Excluded Asset), including human resources and payroll information in its records pertaining to past and current employees of the Comark Entities (collectively, "**Personal Information**"). The Purchaser shall (a) maintain and protect the Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial privacy legislation (collectively, "**Applicable Privacy Laws**"); (b) use and disclose the Personal Information for the purposes for which the Personal Information was collected, permitted to be used or disclosed by the Vendor

and as may otherwise be permitted by Applicable Privacy Laws; and (c) give effect to any withdrawals of consent of the individuals to whom the Personal Information relates.

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Purchase Agreement, all Retained Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate that would have entitled such Person to enforce those rights or remedies (including any monetary defaults or defaults or events of default arising as a result of the insolvency of any Applicant);
- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Purchase Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any change of control of the Comark Entities arising from the implementation of the Purchase Agreement, the Transactions or the provisions of this Order.

13. **THIS COURT ORDERS** that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Comark Entities in respect of any Retained Liabilities; (b) the designation of any Claim as a Retained Liability is without prejudice to the Comark Entities' right to dispute the existence, validity or quantum of any such Retained Liability; and (c) nothing in this Order or the Purchase Agreement shall affect or waive the Comark Entities' rights and defences, both legal and equitable, with respect to any Retained

Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

14. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of any Comark Entity then existing or previously committed by any Comark Entity, or caused by any Comark Entity, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Retained Contract, existing between such Person and the Comark Entities, arising directly or indirectly from the filing by the Comark Entities under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Retained Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse the Comark Entities from performing their obligations under the Purchase Agreement or be a waiver of defaults by the Comark Entities under the Purchase Agreement and the related documents.

15. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Comark Entities, the Retained Assets, or the Purchased Shares which relates in any way to or is in respect of any Excluded Assets or Excluded Liabilities or any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Retained Liabilities retained by the Comark Entities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ExcludedCo;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Comark Entities under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Comark Entities but instead shall have such Excluded Liability Claim against ExcludedCo in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ExcludedCo; and
- (d) an Excluded Liability Claim of any Person against ExcludedCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Comark Entities prior to the Effective Time.

17. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time and in the sequence set out in paragraph 5, above:

- (a) ExcludedCo shall be a company to which the CCAA applies; and
- (b) ExcludedCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “Applicant” or the “Applicants” shall refer to and include ExcludedCo, *mutatis mutandis*, and (ii) “Property” shall refer to and include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of ExcludedCo.

RELEASES

18. **THIS COURT ORDERS** that effective upon the filing of the Monitor’s Certificate, (i) the current directors, officers, employees, legal counsel and advisors of the Comark Entities, the Purchaser and the Vendor, (ii) the ExcludedCo D&Os, (iii) the Monitor and its legal counsel, and

(iv) CIBC and its legal counsel and advisors (collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitations, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor’s Certificate (a) undertaken or completed pursuant to the terms of this Order, or (b) arising in connection with or relating to the Purchase Agreement or the completion of the Transactions (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar (A) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or that arose in or relates to the period prior to the granting of the Initial Order, or (B) any Released Party from the performance of its obligations pursuant to the Purchase Agreement.

19. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the Purchase Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities in and to ExcludedCo, the transfer and vesting of the Purchased Shares, the Vendor Secured Debt and the Vendor Secured Debt Documents in and to the Purchaser and the Amalgamation), and any payments or transfers by or to the Purchaser, the Vendor, the Comark Entities, ExcludedCo,

CIBC, the Monitor or A&M authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and/or ExcludedCo and shall not be void or voidable by creditors of the Applicants and/or ExcludedCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

STYLE OF CAUSE

20. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 11909509 CANADA INC.

BANKRUPTCY

21. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) ExcludedCo is hereby authorized to make an assignment in bankruptcy pursuant to the BIA (an "**ExcludedCo BIA Assignment**");
- (b) the Monitor is hereby authorized and empowered to file any such assignment in bankruptcy for and on behalf of ExcludedCo, and to take any steps incidental thereto;
- (c) A&M is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ExcludedCo; and
- (d) A&M may apply the Bankruptcy Costs against its fees and disbursements and the fees and disbursements of its counsel incurred in connection with any such bankruptcy proceedings in respect of ExcludedCo and any Monitor Incidental Matters (as defined below).

TERMINATION OF CCAA PROCEEDINGS

22. **THIS COURT ORDERS** that, upon the filing of the ExcludedCo BIA Assignment, these CCAA Proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in these Proceedings.

23. **THIS COURT ORDERS** that the Monitor is hereby directed to serve notice of the CCAA Termination Time upon the Service List for these CCAA Proceedings as soon as is practicable following the occurrence thereof.

24. **THIS COURT ORDERS** that the Charges shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

DISCHARGE OF THE MONITOR

25. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time and further that, notwithstanding the discharge of A&M as Monitor, the Monitor shall remain Monitor and have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, as may be required (“**Monitor Incidental Matters**”).

26. **THIS COURT ORDERS** that, notwithstanding its discharge and the termination of these CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and A&M and its counsel shall continue to have the benefit of, any of the rights, approvals, releases, and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, and all other Orders made in these CCAA Proceedings, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor pursuant to this Order following the CCAA Termination Time.

27. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor.

28. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M and its counsel, legal counsel to the Applicants, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable, (collectively, the “**Released Persons**”) shall be and hereby are forever discharged and released from any and all liability that the Released Persons now or may hereafter have by reason of any act, omission, transaction, dealing or other occurrence in any way relating to arising out of, or in respect of these CCAA proceedings, including in carrying out any Monitor Incidental Matters, whether known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised, or could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct.

GENERAL

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date this Order is made without any need for entry and filing.

31. **THIS COURT DECLARES** that the Monitor and the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor and the Applicants, as applicable, as may be deemed necessary or appropriate for that purpose.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give

effect to this Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof.

Schedule “A” – Form of Monitor’s Certificate

Court File No. CV-20-00642013-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC.
AND RICKI’S FASHIONS INC.

(collectively, the “**Applicants**” and each an “**Applicant**”)

MONITOR’S CERTIFICATE**RECITALS**

A. Pursuant to the Initial Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 2, 2020, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Alvarez & Marsal Canada Inc. was appointed as the monitor (the “**Monitor**”) of the Applicants.

B. Pursuant to an Approval and Vesting and CCAA Termination Order of the Court dated July 13, 2020 (the “**Order**”), the Court approved the transactions (the “**Transactions**”) contemplated by the Purchase Agreement (the “**Purchase Agreement**”) among Comark Holdings Inc., Bootlegger Clothing Inc., cleo fashions Inc. and Ricki’s Fashions Inc. (collectively, the “**Comark Entities**”), 9383921 Canada Inc. (the “**Vendor**”), and 12132958 Canada Ltd. (the “**Purchaser**”) dated July ●, 2020, and ordered, *inter alia*, that (i) transferring and vesting all of the Comark Entities’ right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in and to 11909509 Canada Inc. (“**ExcludedCo**”), (ii) releasing and discharging the Comark Entities from and in respect of, and transferring all of, the

Excluded Liabilities (as defined in the Purchase Agreement) in and to ExcludedCo, (iii) releasing and discharging the Retained Assets (as defined in the Purchase Agreement) of all Claims and Encumbrances (other than the Retained Liabilities (as defined in the Purchase Agreement)), and (iv) transferring and vesting all of the Vendor's right, title and interest in and to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents (each as defined in the Purchase Agreement) in and to the Purchaser, which vesting, releasing, and discharging is, in each case and as applicable, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Purchaser and the Vendor that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement and that the Purchaser has paid the Bankruptcy Costs, the Priority Claims Payment, (each as defined in the Purchase Agreement) and the CIBC Secured Debt Repayment Amount (as defined in the Order) in accordance with the Purchase Agreement and the Order.

C. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and the Vendor, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.
2. In accordance with the terms of the Purchase Agreement and the Order, the Purchaser has:
 - i. paid the Bankruptcy Costs to the Monitor, in its capacity as proposed trustee in bankruptcy of ExcludedCo;
 - ii. confirmed to the Monitor that the Purchaser has paid, assumed or otherwise satisfied the Priority Claims in accordance with the terms of the Purchase Agreement; and
 - iii. paid the CIBC Secured Debt Repayment Amount to CIBC.

This Monitor's Certificate was delivered by the Monitor at _____ on _____, 2020.

**Alvarez & Marsal Canada Inc., in its capacity
as Monitor of the Applicants, and not in its
personal or corporate capacity**

Per: _____
Name:
Title:

TAB 3

Court File No. CV-20-00642013-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)	MONDAY, THE 13 TH
)	
JUSTICE HAINEY)	DAY OF JULY, 2020

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC.
AND RICKI'S FASHIONS INC.

(collectively, the "**Applicants**" and each an "**Applicant**")

APPROVAL AND VESTING AND CCAA TERMINATION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia*, (i) approving the Purchase Agreement (the "**Purchase Agreement**") among Comark Holdings Inc. ("**Comark**"), Bootlegger Clothing Inc., cleo fashions Inc. and Ricki's Fashions Inc. (collectively, the "**Comark Entities**"), 9383921 Canada Inc. (the "**Vendor**"), and 12132958 Canada Ltd. (the "**Purchaser**") dated July ●, 2020 and attached as Exhibit "A" to the affidavit of Gerald Bachynski sworn July ●, 2020 (the "**Third Bachynski Affidavit**") and the transactions contemplated thereby (the "**Transactions**"), (ii) adding 11909509 Canada Inc. ("**ExcludedCo**") as an Applicant to these CCAA proceedings, (iii) transferring and vesting all of the Comark Entities' right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in and to ExcludedCo, (iv) releasing and discharging the Comark Entities from and in respect of, and transferring all of, the Excluded Liabilities (as defined in the Purchase Agreement) in and to ExcludedCo, (v) releasing and discharging the Retained Assets of

all Claims and Encumbrances other than the Retained Liabilities (each as defined in the Purchase Agreement), (vi) transferring and vesting all of the Vendor's right, title and interest in and to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents (each as defined in the Purchase Agreement) in and to the Purchaser, (vii) discharging the Comark Entities as Applicants to these CCAA proceedings, (viii) approving the amalgamation of the Purchaser and Comark, (ix) authorizing ExcludedCo to file an assignment in bankruptcy, (x) terminating these CCAA proceedings and discharging and releasing the Monitor (as defined below) at the CCAA Termination Time (as defined below), and (xi) granting certain related relief, all on the terms and conditions herein, was heard this day by videoconference in Toronto, Ontario, in accordance with the changes to the operations of the Commercial List and the Notice to the Profession updated April 2, 2020 in light of the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicants, the Third Bachynski Affidavit, the second report of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as monitor of the Applicants (the "**Monitor**"), dated July ●, 2020, and on hearing the submissions of counsel for the Applicants, the Monitor, the Vendor, the DIP Lender and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of ● sworn July ●, 2020:

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meanings ascribed to them in the Third Bachynski Affidavit, the Purchase Agreement and/or the Amended and Restated Initial Order of this Court in the within proceedings dated June 3, 2020 (as further amended or otherwise modified from time to time, the "**Initial Order**"), as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Purchase Agreement and the Transactions are hereby approved, including for greater certainty the conveyance of the Purchased Shares and the assignment of the Vendor Secured Debt to the Purchaser, and the execution of the Purchase Agreement by the Comark Entities is hereby authorized and approved with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor and the DIP Lender. The Comark Entities are hereby authorized and directed to perform their obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) first, (i) ExcludedCo shall be added as an Applicant in these CCAA Proceedings pursuant to paragraph 17 hereof, and (ii) the directors and officers of ExcludedCo (the "**ExcludedCo D&Os**") shall be deemed to have resigned;
- (b) second, all of the Comark Entities' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ExcludedCo, and any and all Claims and Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
- (c) third, all Excluded Contracts (together with the obligations and liabilities thereunder) and Excluded Liabilities (which, for certainty, includes all Claims of the Comark Entities other than the Retained Liabilities) shall be transferred to, assumed by and vest absolutely and exclusively in, ExcludedCo such that the Excluded Contracts and Excluded Liabilities shall become obligations of

ExcludedCo and shall no longer be obligations of the Comark Entities, and the Comark Entities and the Retained Assets shall be and are hereby forever released, expunged and discharged from such Excluded Contracts (and the obligations and liabilities thereunder) and Excluded Liabilities, and any and all Claims and Encumbrances (excluding, for greater certainty, the Retained Liabilities) in connection therewith or affecting or relating to the Comark Entities and the Retained Assets (other than the Permitted Encumbrances) shall be and are hereby forever released, expunged and discharged as against the Comark Entities and the Retained Assets;

- (d) fourth, the Bankruptcy Costs shall be paid to the Monitor, who shall provide same to A&M, once appointed as trustee in bankruptcy of ExcludedCo (in such capacity, the “**Trustee**”), which Bankruptcy Costs shall be held by the Trustee free and clear of any Claims or Encumbrances;
- (e) fifth, the Purchaser shall pay, assume, or otherwise satisfy the Priority Claims in accordance with the terms of the Purchase Agreement, and, upon payment thereof, the Priority Claims shall be and are hereby forever released, expunged and discharged as against the Retained Assets, the Comark Entities, and the Purchased Shares;
- (f) sixth, the Purchaser shall pay, on behalf of the Comark Entities, an amount equal to the CIBC Secured Debt (the “**CIBC Secured Debt Repayment Amount**”) to CIBC in accordance with the terms of Purchase Agreement, and (i) the CIBC Secured Debt and the CIBC Secured Debt Documents shall be irrevocably and finally extinguished and cancelled, and (ii) all Claims and Encumbrances relating to the CIBC Secured Debt and the CIBC Secured Debt Documents affecting or relating to the Retained Assets, the Comark Entities, the Purchased Shares or the Vendor, shall be and are hereby forever released, expunged and discharged as against the Retained Assets, the Comark Entities, the Purchased Shares and the Vendor;
- (g) seventh, all of the Vendor’s right, title and interest in and to the Purchased Shares, Vendor Secured Debt, and the Vendor Secured Debt Documents shall vest

absolutely and exclusively in and, to the extent applicable, be transferred to and assumed by, the Purchaser free and clear of and from any and all Claims and Encumbrances and, for greater certainty, any and all Claims and Encumbrances affecting or relating to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents shall be and are hereby forever released, expunged and discharged as against the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents;

- (h) eighth, the Purchaser and Comark shall amalgamate and shall be deemed to have amalgamated with the same effect as if Section 186 of the *Canada Business Corporations Act* (“**CBCA**”) was applicable thereto such that the predecessor corporations shall continue as one amalgamated corporation under the CBCA (the “**Amalgamation**”, such amalgamated entity, “**AmalCo**”, and references to the “**Comark Entities**” herein shall be deemed to include AmalCo from and after the Amalgamation); and
- (i) ninth, the Comark Entities shall cease to be Applicants in these CCAA Proceedings, and the Comark Entities shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Comark Entities) shall continue to apply in all respects. For greater certainty, ExcludedCo shall remain an Applicant in accordance with and subject to the terms of this Order,

and, for greater certainty, upon completion of the steps outlined above, the Priority Claims (to the extent paid by the Purchaser and the Comark Entities), the CIBC Secured Debt, and the Vendor Secured Debt shall no longer attach to or otherwise affect the Retained Assets, the Comark Entities, or the Purchased Shares.

6. **THIS COURT ORDERS** that the Amalgamation is hereby approved and that, on the Effective Date, the Purchaser and Comark are hereby permitted to execute and file articles of amalgamation or such other documents or instruments as may be required to permit or enable and effect the Amalgamation pursuant to paragraph 5(h), above, and such articles, documents, or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any

requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions.

7. **THIS COURT ORDERS** that, from and after the Effective Date, the Purchaser and the Comark Entities shall be authorized to take all such steps as may be necessary to effect the releasing, expunging or discharging of all Encumbrances released, expunged or discharged pursuant to this Order, which are registered against the Retained Assets and the Purchased Shares, including the filing of such financing change statements in any personal property registry systems as may be necessary or desirable.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Comark Entities, the Purchaser, and CIBC (in respect of the receipt of the CIBC Secured Debt Repayment Amount) regarding the fulfillment of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that all Claims and Encumbrances released, expunged and discharged as against the Comark Entities, the Retained Assets, the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents pursuant to paragraph 5 hereof shall attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

11. **THIS COURT ORDERS** that the Vendor is authorized, permitted and ordered to, at the Effective Time, disclose to the Purchaser all personal information in its custody or control relating to the operation of the Comark Entities' business (except to the extent that any such information is an Excluded Asset), including human resources and payroll information in its records pertaining to past and current employees of the Comark Entities (collectively, "**Personal Information**"). The Purchaser shall (a) maintain and protect the Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial privacy legislation (collectively, "**Applicable Privacy Laws**"); (b) use and disclose the Personal Information for the purposes for which the Personal Information was collected, permitted to be used or disclosed by the Vendor

and as may otherwise be permitted by Applicable Privacy Laws; and (c) give effect to any withdrawals of consent of the individuals to whom the Personal Information relates.

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Purchase Agreement, all Retained Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate that would have entitled such Person to enforce those rights or remedies (including any monetary defaults or defaults or events of default arising as a result of the insolvency of any Applicant);
- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Purchase Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any change of control of the Comark Entities arising from the implementation of the Purchase Agreement, the Transactions or the provisions of this Order.

13. **THIS COURT ORDERS** that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Comark Entities in respect of any Retained Liabilities; (b) the designation of any Claim as a Retained Liability is without prejudice to the Comark Entities' right to dispute the existence, validity or quantum of any such Retained Liability; and (c) nothing in this Order or the Purchase Agreement shall affect or waive the Comark Entities' rights and defences, both legal and equitable, with respect to any Retained

Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

14. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of any Comark Entity then existing or previously committed by any Comark Entity, or caused by any Comark Entity, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Retained Contract, existing between such Person and the Comark Entities, arising directly or indirectly from the filing by the Comark Entities under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Retained Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse the Comark Entities from performing their obligations under the Purchase Agreement or be a waiver of defaults by the Comark Entities under the Purchase Agreement and the related documents.

15. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Comark Entities, the Retained Assets, or the Purchased Shares which relates in any way to or is in respect of any Excluded Assets or Excluded Liabilities or any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Retained Liabilities retained by the Comark Entities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ExcludedCo;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Comark Entities under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Comark Entities but instead shall have such Excluded Liability Claim against ExcludedCo in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ExcludedCo; and
- (d) an Excluded Liability Claim of any Person against ExcludedCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Comark Entities prior to the Effective Time.

17. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time and in the sequence set out in paragraph 5, above:

- (a) ExcludedCo shall be a company to which the CCAA applies; and
- (b) ExcludedCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “Applicant” or the “Applicants” shall refer to and include ExcludedCo, *mutatis mutandis*, and (ii) “Property” shall refer to and include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of ExcludedCo.

RELEASES

18. **THIS COURT ORDERS** that effective upon the filing of the Monitor’s Certificate, (i) the current directors, officers, employees, legal counsel and advisors of the Comark Entities, the Purchaser and the Vendor, (ii) the ExcludedCo D&Os, (iii) the Monitor and its legal counsel, and

(iv) CIBC and its legal counsel and advisors (collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitations, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor’s Certificate (a) undertaken or completed pursuant to the terms of this Order, or (b) arising in connection with or relating to the Purchase Agreement or the completion of the Transactions (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar (A) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or that arose in or relates to the period prior to the granting of the Initial Order, or (B) any Released Party from the performance of its obligations pursuant to the Purchase Agreement.

19. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the Purchase Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities in and to ExcludedCo, the transfer and vesting of the Purchased Shares, the Vendor Secured Debt and the Vendor Secured Debt Documents in and to the Purchaser and the Amalgamation), and any payments or transfers by or to the Purchaser, the Vendor, the Comark Entities, ExcludedCo,

CIBC, the Monitor or A&M authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and/or ExcludedCo and shall not be void or voidable by creditors of the Applicants and/or ExcludedCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

STYLE OF CAUSE

20. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 11909509 CANADA INC.

BANKRUPTCY

21. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) ExcludedCo is hereby authorized to make an assignment in bankruptcy pursuant to the BIA (an "**ExcludedCo BIA Assignment**");
- (b) the Monitor is hereby authorized and empowered to file any such assignment in bankruptcy for and on behalf of ExcludedCo, and to take any steps incidental thereto;
- (c) A&M is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ExcludedCo; and
- (d) A&M may apply the Bankruptcy Costs against its fees and disbursements and the fees and disbursements of its counsel incurred in connection with any such bankruptcy proceedings in respect of ExcludedCo and any Monitor Incidental Matters (as defined below).

TERMINATION OF CCAA PROCEEDINGS

22. **THIS COURT ORDERS** that, upon the filing of the ExcludedCo BIA Assignment, these CCAA Proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in these Proceedings.

23. **THIS COURT ORDERS** that the Monitor is hereby directed to serve notice of the CCAA Termination Time upon the Service List for these CCAA Proceedings as soon as is practicable following the occurrence thereof.

24. **THIS COURT ORDERS** that the Charges shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

DISCHARGE OF THE MONITOR

25. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time and further that, notwithstanding the discharge of A&M as Monitor, the Monitor shall remain Monitor and have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, as may be required (“**Monitor Incidental Matters**”).

26. **THIS COURT ORDERS** that, notwithstanding its discharge and the termination of these CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and A&M and its counsel shall continue to have the benefit of, any of the rights, approvals, releases, and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, and all other Orders made in these CCAA Proceedings, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor pursuant to this Order following the CCAA Termination Time.

27. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor.

28. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M and its counsel, legal counsel to the Applicants, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable, (collectively, the “**Released Persons**”) shall be and hereby are forever discharged and released from any and all liability that the Released Persons now or may hereafter have by reason of any act, omission, transaction, dealing or other occurrence in any way relating to arising out of, or in respect of these CCAA proceedings, including in carrying out any Monitor Incidental Matters, whether known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised, or could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct.

GENERAL

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date this Order is made without any need for entry and filing.

31. **THIS COURT DECLARES** that the Monitor and the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor and the Applicants, as applicable, as may be deemed necessary or appropriate for that purpose.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give

effect to this Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof.

Schedule “A” – Form of Monitor’s Certificate

Court File No. CV-20-00642013-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COMARK HOLDINGS INC.,
BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC.
AND RICKI’S FASHIONS INC.

(collectively, the “**Applicants**” and each an “**Applicant**”)

MONITOR’S CERTIFICATE**RECITALS**

A. Pursuant to the Initial Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 2, 2020, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Alvarez & Marsal Canada Inc. was appointed as the monitor (the “**Monitor**”) of the Applicants.

B. Pursuant to an Approval and Vesting and CCAA Termination Order of the Court dated July 13, 2020 (the “**Order**”), the Court approved the transactions (the “**Transactions**”) contemplated by the Purchase Agreement (the “**Purchase Agreement**”) among Comark Holdings Inc., Bootlegger Clothing Inc., cleo fashions Inc. and Ricki’s Fashions Inc. (collectively, the “**Comark Entities**”), 9383921 Canada Inc. (the “**Vendor**”), and 12132958 Canada Ltd. (the “**Purchaser**”) dated July ●, 2020, and ordered, *inter alia*, that (i) transferring and vesting all of the Comark Entities’ right, title and interest in and to the Excluded Assets (as defined in the Purchase Agreement) in and to 11909509 Canada Inc. (“**ExcludedCo**”), (ii) releasing and discharging the Comark Entities from and in respect of, and transferring all of, the

Excluded Liabilities (as defined in the Purchase Agreement) in and to ExcludedCo, (iii) releasing and discharging the Retained Assets (as defined in the Purchase Agreement) of all Claims and Encumbrances (other than the Retained Liabilities (as defined in the Purchase Agreement)), and (iv) transferring and vesting all of the Vendor's right, title and interest in and to the Purchased Shares, the Vendor Secured Debt, and the Vendor Secured Debt Documents (each as defined in the Purchase Agreement) in and to the Purchaser, which vesting, releasing, and discharging is, in each case and as applicable, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Purchaser and the Vendor that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement and that the Purchaser has paid the Bankruptcy Costs, the Priority Claims Payment, (each as defined in the Purchase Agreement) and the CIBC Secured Debt Repayment Amount (as defined in the Order) in accordance with the Purchase Agreement and the Order.

C. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and the Vendor, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.
2. In accordance with the terms of the Purchase Agreement and the Order, the Purchaser has:
 - i. paid the Bankruptcy Costs to the Monitor, in its capacity as proposed trustee in bankruptcy of ExcludedCo;
 - ii. confirmed to the Monitor that the Purchaser has paid, assumed or otherwise satisfied the Priority Claims in accordance with the terms of the Purchase Agreement; and
 - iii. paid the CIBC Secured Debt Repayment Amount to CIBC.

This Monitor's Certificate was delivered by the Monitor at _____ on _____, 2020.

**Alvarez & Marsal Canada Inc., in its capacity
as Monitor of the Applicants, and not in its
personal or corporate capacity**

Per: _____

Name:

Title:

**IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COMARK HOLDINGS
INC., BOOTLEGGER CLOTHING INC., CLEO FASHIONS INC. AND RICKI'S FASHIONS INC.**

Court File No: CV-20-00642013-00CL

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at: TORONTO

MOTION RECORD OF THE APPLICANTS
(Motion for Sale Approval)

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Tracy C. Sandler – LSO# 32443N
Tel: 416.862.5890 / Email: tsandler@osler.com

John MacDonald – LSO# 25884R
Tel: 416.862.5672 / Email: jmacdonald@osler.com

Karin Sachar – LSO# 59944E
Tel: 416.862.5949 / Email: ksachar@osler.com

Martino Calvaruso – LSO# 57359Q
Tel: 416.862.6665 / Email: mcalvaruso@osler.com
Fax: 416.862.6666

Lawyers for the Applicants