

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.

EXTENSION OF THE STAY PERIOD

2. THIS COURT ORDERS that the Stay Period (as defined in paragraph 14 of the Amended and Restated Initial Order) is hereby extended until and including August 28, 2015.

APPROVAL OF BRIDGING AGREEMENT

3. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to borrow and obtain payment guarantees under an inventory guarantee credit facility (the "**Inventory Purchase Guarantee Facility**") from Bridging Finance Inc. ("**Bridging**") in order to guarantee certain inventory purchase orders made by Comark pursuant and subject to the terms and conditions set forth in the Inventory Guarantee Facility Agreement substantially in the form attached as Exhibit "A" to the Affidavit of Neville Lewis sworn May 26, 2015 (the "**Inventory Purchase Guarantee Facility Agreement**").

4. THIS COURT ORDERS that the Inventory Purchase Guarantee Facility be and is hereby approved and the Applicant is hereby authorized and directed to execute and deliver the Inventory Purchase Guarantee Facility Agreement.

5. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements and security documents, guarantees, amendments and other definitive documents (collectively, and together with the Inventory Purchase Guarantee Facility Agreement, the "**Definitive Documents**"), as are contemplated by the Inventory Purchase Guarantee Facility Agreement or as may be reasonably required by Bridging pursuant to the terms

thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to Bridging under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

6. THIS COURT ORDERS that Bridging shall be entitled to the benefit of and is hereby granted a charge (the “**Bridging Inventory Charge**”) solely over the Funded Inventory (as defined in the Inventory Purchase Guarantee Facility Agreement) acquired by Comark, to the extent that amounts owing by Comark with respect thereto have been guaranteed and/or paid by Bridging.

7. THIS COURT ORDERS that the Bridging Inventory Charge shall be in priority to the Administration Charge (as defined in the Amended and Restated Initial Order) dated March 26, 2015 (the “**Amended and Restated Initial Order**”).

8. THIS COURT ORDERS that paragraph 49 of the Amended and Restated Initial Order is deleted in its entirety and replaced by the following:

THIS COURT ORDERS that the priorities of the Bridging Inventory Charge, the Directors’ Charge, the Administration Charge and the DIP Lender’s Charge, as among them, shall be as follows:

First – Bridging Inventory Charge;

Second - Administration Charge (to the maximum amount of \$1.2 million);

Third – KERP Charge (to the maximum amount of \$1.81 million);

Fourth – Directors’ Charge (to the maximum amount of \$3 million); and

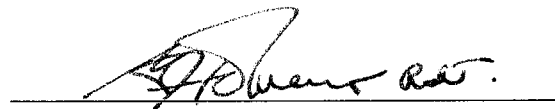
Fifth – DIP Lender’s Charge.

9. THIS COURT ORDERS that paragraph 50 of the Amended and Restated Initial Order is hereby amended to add the words “the Bridging Inventory Charge,” immediately before the words “the Directors’ Charge”.

10. THIS COURT ORDERS that the unredacted Inventory Purchase Guarantee Facility Agreement be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

APPROVAL OF MONITOR'S REPORTS AND ACTIVITIES

11. THIS COURT ORDERS that the Third Report of the Monitor and the Monitor's activities described therein are hereby approved.



A handwritten signature in black ink, appearing to read "J. Adams", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN - 1 2015



Handwritten initials "NM" in black ink.

**IN THE MATTER OF COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COMARK INC.**

APPLICANT

Court File No. *C.V.15 - 10920 - 00CL*

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

PROCEEDING COMMENCED AT
TORONTO

**STAY EXTENSION & BRIDGING APPROVAL
ORDER**

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