

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



THE HONOURABLE REGIONAL SENIOR)
JUSTICE MORAWETZ)
)

THURSDAY, THE 13TH
DAY OF AUGUST, 2015

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 INC.

Applicant

ORDER APPROVING ASSIGNMENT OF CONTRACTS

THIS MOTION, made by Comark Inc. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order approving the assignment of certain leases and contracts (the "**Assignment**") to the Purchaser as contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Applicant and Pacific West Commercial Corporation ("**PWCC**") and its permitted assignees being 8299684 Canada Inc., 9124055 Canada Inc., 5349 Investments Ltd., and 9371443 Canada Inc. (together, the "**Purchaser Assignees**" and collectively with PWCC, the "**Purchaser**") dated July 16, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

SERVICE AND DEFINITIONS

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

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Sale Agreement.

APPROVAL OF ASSIGNMENT OF CONTRACTS

3. THIS COURT ORDERS AND DECLARES that immediately upon the delivery of a monitor's certificate (the "**Monitor's Certificate**") to the Purchaser substantially in the form attached as Schedule "E" hereto, pursuant to section 11.3 of the CCAA:

- (a) all of the rights and obligations of the Vendor under the real property leases/occupation agreements (the "**Bootlegger Leases**") listed in Schedule "A" hereto shall be assigned, conveyed, transferred to and assumed by 8299684 Canada Inc.;
- (b) all of the rights and obligations of the Vendor under the real property leases/occupation agreements (the "**Cleo Leases**") listed in Schedule "B" hereto shall be assigned, conveyed, transferred to and assumed by 5349 Investments Ltd.;
- (c) all of the rights and obligations of the Vendor under the real property leases/occupation agreements (the "**Ricki's Leases**") listed in Schedule "C" hereto shall be assigned, conveyed, transferred to and assumed by 9124055 Canada Inc.;
and
- (d) all of the rights and obligations of the Vendor under the real property leases/occupation agreements (collectively with the Bootlegger Leases, the Ricki's Leases and the Cleo Leases, the "**Real Property Leases**") and contracts listed in Schedule "D" (collectively, with the Real Property Leases, and the real property leases/occupation agreements listed in Schedule "A", "B" "C" and "D", being the

“**Contracts**”) hereto shall be assigned, conveyed, transferred to and assumed by 9371443 Canada Inc.; and

the Purchaser Assignees shall be entitled and subject to all of the rights and obligations as tenant pursuant to the terms of the Real Property Leases, as applicable and registrations thereof and may enter into and upon and hold and enjoy each of the premises contemplated by the Real Property Leases, as applicable, and any renewals thereof, for their own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Vendor, the landlords under the Real Property Leases or any person whomsoever claiming through or under any of the Vendor or the landlords under the Real Property Leases.

4. THIS COURT ORDERS that the assignment and transfer of the Contracts shall further be subject to the provision of this Court’s Approval and Vesting Order dated July 29, 2015 (the “**Vesting Order**”).

5. THIS COURT ORDERS that the assignment of the Contracts is valid and binding upon all of the counterparties to the Contracts, notwithstanding any restriction or prohibition contained in any such Contract relating to the assignment thereof, including, but not limited to, any provision requiring the consent of any party to the transfer, conveyance or assignment of the Contracts.

6. THIS COURT ORDERS that no counterparty to a Contract shall terminate a Contract as against the applicable Purchaser Assignee as a result of the Vendor's insolvency or the Vendor’s CCAA proceedings. In addition, no counterparty shall terminate a Contract as against the applicable Purchaser Assignee as a result of the Vendor having breached a non-monetary obligation unless such non-monetary breach arises or continues after the Contract is assigned to

the applicable Purchaser Assignee, such non-monetary default is capable of being cured by the applicable Purchaser Assignee and the applicable Purchaser Assignee has failed to remedy the default after having received notice of such default pursuant to the terms of the applicable Contract. For clarification purposes, no counterparty shall rely on a notice of default sent to the Vendor to terminate the Contract as against the applicable Purchaser Assignee.

7. THIS COURT ORDERS that all monetary defaults in relation to any of the Contracts, if applicable, other than those arising by reason only of the Vendor's insolvency, the commencement of these CCAA proceedings or failure to perform a non-monetary obligation under any Contract; existing on or before the Closing Date, shall be paid no later than two Business Days following the delivery of the Monitor's Certificate.

8. THIS COURT ORDERS that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of each applicable Purchaser Assignee to assume the Assumed Liabilities and to perform its obligations under the Assigned Contracts, as set out in the Sale Agreement.

9. THIS COURT ORDERS AND DIRECTS that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Vendors in the assignment and transfer of the Contracts.

10. THIS COURT ORDERS AND DIRECTS that the "**Bridging Charge**" referenced in Section 6(A) of the Vesting Order refers to the "Bridging Inventory Charge".

REPORT OF THE MONITOR

11. THIS COURT ORDERS that the Fifth Report of the Monitor dated August 6, 2015 is hereby approved and the activities of the Monitor as described therein are hereby approved.

SEALING

12. THIS COURT ORDERS that a copy of the Information Memorandum (as defined in the Affidavit of Gerald Bachynski sworn July 31, 2015) 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 the Court.

GENERAL

13. 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 Applicant and its 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant, the Monitor and its agents in carrying out the terms of this Order.

14. THIS COURT ORDERS that the Vendor, the Purchaser, the Monitor and any counterparty to any Contract being assigned may apply to this Court for advice and direction, or to seek relief in respect of any matters arising from or under this Order, including without limitation, as necessary, to effect the transfer of the Contracts (including any transfer of title registrations in respect of such Contracts), the interpretation of this Order or the implementation

thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.



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

AUG 14 2015



SCHEDULE A

BOOTLEGGER LEASES

LEASES

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|--|--|--|--|----------------------|--|-------------------------------------|
| A | 20511 | Bootlegger | St. Vital Centre | MB | 20 Vic Management Inc. & OPB Realty (St. Vital) Inc. | 20 Vic Management Inc. |
| A | 20928 | Bootlegger | Aberdeen Mall | BC | Aberdeen Kamloops Mall Limited | 20 Vic Management Inc. |
| A | 20385 | Bootlegger | Quinte Mall | ON | HOOPP Realty Inc. | 20 Vic Management Inc. |
| A | 20599 | Bootlegger | Midtown Plaza | SK | Midtown Plaza Inc. | 20 Vic Management Inc. |
| A | 20049 | Bootlegger | Halifax Shopping Centre | NS | OPB Realty (Halifax Centre) Inc. | 20 Vic Management Inc. |
| A | 20456 | Bootlegger | Pen Centre | ON | OPB Realty Inc. | 20 Vic Management Inc. |
| A | 20653 | Bootlegger | Emerald Hills Centre | AB | 1445006 Alberta Ltd. | Courtenay Real Estate Services Inc. |
| A | 20092 | Bootlegger | Avalon Mall | NL | Crombie Properties | Crombie |
| A | 20917 | Bootlegger | Cottonwood Mall | BC | 2046459 Ontario Inc. | Morguard Investments Limited |
| A | 20881 | Bootlegger | Sevenoaks Shopping Centre | BC | 585562 B.C. Ltd. | Morguard Investments Limited |
| A | 20901 | Bootlegger | Coquitlam Centre | BC | Pensionfund Realty Limited | Morguard Investments Limited |
| A | 20736 | Bootlegger | Prairie Mall | AB | Revenue Properties Company Limited | Morguard Investments Limited |
| A/A | 20346/ 20345 | Bootlegger Bootlegger | Intercity Shopping Centre New Sudbury Centre | ON ON | HOOPP Realty Inc. | Morguard Investments Limited |
| A (Georgian Mall) Other (Parkland Mall) | 20406/ 20606 | Bootlegger Bootlegger | Georgian Mall Parkland Mall | ON SK | RioCan Holdings Inc. | RioCan REIT |
| A/A/A/A | 20533/ 20430/ 20615/ 30615 20874 | Bootlegger Bootlegger Bootlegger/ Ricki's Bootlegger | Brandon Shoppers Mall Cambridge Centre Centre At Circle And Eighth Pine Centre Mall | MB ON SK BC | Morguard Real Estate Investment Trust | Morguard Investments Limited |

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|---------------------------|-------------------------|------------------------|-------------|---|------------------------------|
| A | 20359/ 30359 | Bootlegger/Ricki's | Pickering Town Centre | ON | OPB Realty (Pickering Ctr) Inc. | 20 Vic Management Inc. |
| A | 20735/ 30735 | Bootlegger/Ricki's | Parkland Mall (AB) | AB | Red Deer Shopping Centre Inc. | Morguard Investments Limited |
| A | 20336/ 30336 | Bootlegger/Ricki's | Timmins Square | ON | Timmins Square Shopping Centre Inc. & 1451945 Ontario Limited | RioCan REIT |
| B | 20842/ 30842 | Bootlegger/Ricki's | Haney Place Mall | BC | SmartREIT (Maple Ridge) Inc. | SmartREIT |
| A | 20755/ 30755/ 40685 | Bootlegger/Ricki's/cleo | Londonderry Mall | AB | Londonderry Shopping Centre Inc. | 20 Vic Management Inc. |
| A | 20593/ 30602/ 40559 | Bootlegger/Ricki's/cleo | Lawson Heights | SK | 3934390 Canada Inc. | Morguard Investments Limited |

SCHEDULE B

CLEO ASSETS

LEASES

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|-----------------|-----------------|---|-------------|---|------------------------------------|
| A | 40539 | cleo | St. Vital Centre | MB | 20 Vic Management Inc. & OPB Realty (St. Vital) Inc. | 20 Vic Management Inc. |
| A | 40890 | cleo | Aberdeen Mall | BC | Aberdeen Kamloops Mall Limited | 20 Vic Management Inc. |
| A | 40609 | cleo | Cornwall Centre | SK | Cornwall Centre Inc. | 20 Vic Management Inc. |
| A | 40389 | cleo | Lambton Mall | ON | KS Lambton Mall Inc. | 20 Vic Management Inc. |
| A | 40256 | cleo | Lansdowne Place | ON | Lansdowne Place Inc. | 20 Vic Management Inc. |
| A | 40605 | cleo | Midtown Plaza | SK | Midtown Plaza Inc. | 20 Vic Management Inc. |
| A | 40444 | cleo | Erin Mills Town Centre | ON | OPB (EMTC) Inc. | 20 Vic Management Inc. |
| A | 40074 | cleo | Halifax Shopping Centre | NS | OPB Realty (Halifax Centre) Inc. | 20 Vic Management Inc. |
| A | 40474 | cleo | Pen Centre | ON | OPB Realty Inc. | 20 Vic Management Inc. |
| A | 40343 | cleo | Lynden Park Mall | ON | CentreCorp Management Services Limited | CentreCorp |
| A | 40088 | cleo | Avalon Mall | NL | Crombie Properties | Crombie |
| B | 40384 | cleo | Milton Crossroads Shopping Centre | ON | First Milton Shopping Centres Limited | First Gulf Development Corporation |
| A | 40889 | cleo | Cottonwood Mall | BC | 2046459 Ontario Inc. | Morguard Investments Limited |
| A | 40923 | cleo | Sevenoaks Shopping Centre | BC | 585562 B.C. Ltd. | Morguard Investments Limited |
| A | 40267 | cleo | St. Laurent Shopping Centre | ON | 713949 Ontario Limited | Morguard Investments Limited |
| A | 40436 | cleo | Bramalea City Centre | ON | Aktion Capital Corporation & Bramalea City Centre Equities Inc. | Morguard Investments Limited |
| A/A | 40275 | cleo | New Sudbury Centre | ON | HOOPP Realty Inc. | Morguard Investments Limited |
| A | 40836 | cleo | Coquitlam Centre | BC | Pensionfund Realty Limited | Morguard Investments Limited |
| A | 40691 | cleo | Parkland Mall (AB) | AB | Red Deer Shopping Centre Inc. | Morguard Investments Limited |
| B | 40401 | cleo | Heartland Town Centre | ON | Orlando Corporation | Orlando Corporation |
| A | 40594 | cleo | Parkland Mall | SK | RioCan Holdings Inc. | RioCan REIT |
| A | 40338 | cleo | Burlington Mall | ON | RK (Burlington Mall) Inc. | RioCan REIT |
| A | 40062 | cleo | SmartCentres St. John's East | NL | Calloway REIT (Stick Pond) Inc. | SmartCentres |
| A | 40247 | cleo | SmartCentres Oakville | ON | SmartReit (Oakville) Inc. | SmartCentres |
| A/A | 40521/ 40442 | cleo cleo | Brandon Shoppers Mall Cambridge Centre | MB ON | Morguard Real Estate Investment Trust | Morguard Investments Limited |

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|---------------------------|----------------------|--------------------------------|-------------|------------------------------------|------------------------|
| A | 40491/ 30288/ 40353 | cleo Ricki's/cleo | Devonshire Mall Quinte Mall | ON ON | HOOPP Realty Inc. | 20 Vic Management Inc. |
| A | 30355/ 40355 | cleo/Ricki's | SmartCentres Barrie South | ON | Calloway REIT (Barrie) Inc. | Calloway REIT |
| A | 30244/ 40244 | cleo/Ricki's | SmartCentres Scarborough | ON | Calloway REIT (1900 Eglinton) Inc. | SmartCentres |
| A | 30259/ 40259 | cleo/Ricki's | Etobicoke Power Centre | ON | Calloway REIT (Etobicoke) Inc. | SmartCentres |

SCHEDULE C
RICKI'S LEASES

LEASES

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|----------------|-----------------|-----------------------------------|-------------|--|-------------------------------------|
| A | 30524 | Ricki's | St. Vital Centre | MB | 20 Vic Management Inc. & OPB Realty (St. Vital) Inc. | 20 Vic Management Inc. |
| A | 30925 | Ricki's | Aberdeen Mall | BC | Aberdeen Kamloops Mall Limited | 20 Vic Management Inc. |
| A | 30258 | Ricki's | Billings Bridge Plaza | ON | Capital City Shopping Centre Limited | 20 Vic Management Inc. |
| A | 30590 | Ricki's | Cornwall Centre | SK | Cornwall Centre Inc. | 20 Vic Management Inc. |
| A | 30496 | Ricki's | Devonshire Mall | ON | HOOPP Realty Inc. | 20 Vic Management Inc. |
| A | 30376 | Ricki's | Lambton Mall | ON | KS Lambton Mall Inc. | 20 Vic Management Inc. |
| A | 30494 | Ricki's | Tecumseh Mall | ON | KS Tecumseh Mall Inc. | 20 Vic Management Inc. |
| A | 30254 | Ricki's | Lansdowne Place | ON | Lansdowne Place Inc. | 20 Vic Management Inc. |
| A | 30601 | Ricki's | Midtown Plaza | SK | Midtown Plaza Inc. | 20 Vic Management Inc. |
| A | 30291 | Ricki's | Carlingwood Mall | ON | OPB Realty (Carlingwood) Inc. | 20 Vic Management Inc. |
| A | 30041 | Ricki's | Halifax Shopping Centre | NS | OPB Realty (Halifax Centre) Inc. | 20 Vic Management Inc. |
| A | 30283 | Ricki's | Pen Centre | ON | OPB Realty Inc. | 20 Vic Management Inc. |
| A | 30682 | Ricki's | Capilano SmartCentres | AB | Calloway REIT (Edmonton East) Inc. & IG Investment Management, Ltd. | Calloway REIT |
| A | 30282 | Ricki's | Innes Rd & Mer Bleue Power Centre | ON | Calloway REIT and Calloway LP | Calloway REIT |
| B | 30274 | Ricki's | Aurora North Power Centre | ON | SmartREIT (Aurora North II) Inc. and Calloway REIT (Aurora North) Inc. | Calloway REIT |
| B | 30271 | Ricki's | Oshawa South Power Centre | ON | SmartREIT (Oshawa South II) Inc. and Calloway REIT (Oshawa South) Inc. | Calloway REIT |
| A | 30426 | Ricki's | Lynden Park Mall | ON | Centrecorp Management Services Limited | CentreCorp |
| A | 30651 | Ricki's | Emerald Hills Centre | AB | 1445006 Alberta Ltd. | Courtenay Real Estate Services Inc. |
| A | 30083 | Ricki's | Avalon Mall | NL | Crombie Properties | Crombie |
| B | 30371 | Ricki's | Milton Crossroads Shopping Centre | ON | First Milton Shopping Centres Limited | First Gulf Development Corporation |
| A | 30902 | Ricki's | Cottonwood Mall | BC | 2046459 Ontario Inc. | Morguard Investments Limited |
| A | 30882 | Ricki's | Sevenoaks Shopping Centre | BC | 585562 B.C. Ltd. | Morguard Investments Limited |
| A | 30470 | Ricki's | St. Laurent Shopping Centre | ON | 713949 Ontario Limited | Morguard Investments Limited |

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|---------------------------|-------------------------------|---|----------------|--|------------------------------|
| A | 30351 | Ricki's | Bramalea City Centre | ON | Aktion Capital Corporation & Bramalea City Centre Equities Inc. | Morguard Investments Limited |
| A | 30741 | Ricki's | Prairie Mall | AB | Revenue Properties Company Limited | Morguard Investments Limited |
| B | 30404 | Ricki's | Heartland Town Centre | ON | Orlando Corporation | Orlando Corporation |
| A | 30665 | Ricki's | Mayfield Common | AB | 1451945 Ont Ltd & Sun Life Assurance Co. of Canada | RioCan REIT |
| A | 30522 | Ricki's | Garden City Shopping Centre | MB | 1562903 Ontario Ltd. | RioCan REIT |
| A | 30289 | Ricki's | RioCan Durham Centre I | ON | Durham Holdings Limited | RioCan REIT |
| A | 30483 | Ricki's | Hamilton SE Power Centre | ON | RioCan Holdings (Hamilton) Inc. | RioCan REIT |
| A | 30285 | Ricki's | RioCan Green Lane Centre | ON | Riotrin Properties (Newmarket) Inc. | RioCan REIT |
| A | 30657 | Ricki's | Signal Hill Centre | AB | Riotrin Properties Inc. | RioCan REIT |
| A | 30286 | Ricki's | Guelph Power Centre | ON | 6 & 7 Developments Limited | SmartCentres |
| A | 30536 | Ricki's | Kenaston Power Centre | MB | Calloway Limited Partnership | SmartCentres |
| A | 30281 | Ricki's | Burlington North Power Centre | ON | Calloway REIT (Burlington) Inc. | SmartCentres |
| A | 30768 | Ricki's | Edmonton NE Power Centre | AB | Calloway REIT (Edmonton) Inc. | SmartCentres |
| B | 30396 | Ricki's | London North Power Centre | ON | Calloway REIT (London N) and Canadian Property Holdings (Ontario) Inc. | SmartCentres |
| A | 30069 | Ricki's | SmartCentres St. John's East | NL | Calloway REIT (Stick Pond) Inc. | SmartCentres |
| A | 30249 | Ricki's | SmartCentres Oakville | ON | SmartReit (Oakville) Inc. | SmartCentres |
| A | 30320/ 30486 | Ricki's Ricki's | Intercity Shopping Centre New Sudbury Centre | ON ON | HOOPP Realty Inc. | Morguard Investments Limited |
| A/A | 30592/ 30661 | Ricki's Ricki's | Parkland Mall South Trail Crossing | SK AB | RioCan Holdings Inc. | RioCan REIT |
| A/A/ A | 30515/ 30462/ 30848 | Ricki's Ricki's Ricki's | Brandon Shoppers Mall Cambridge Centre Pine Centre Mall | MB ON BC | Morguard Real Estate Investment Trust | Morguard Investments Limited |

SCHEDULE D

MANAGEMENT ASSETS

CONTRACTS

| Counterparty | Agreement | Date of Agreement |
|---|---|-------------------|
| Aviscar Inc. | Avis Worldwide Rate Agreement | October 1, 2014 |
| Beanstream Internet Commerce Inc. | Beanstream Pre-Authorized Debt (PAD) Plan Agreement | August 12, 2012 |
| Bell Canada | Master Communications Agreement – Non Tariffed (Retail) | July 1, 2009 |
| Bell Canada | Master Communications Agreement – Tariffed (Retail) | July 1, 2009 |
| Fujitsu Transaction Solutions Canada Inc. | Master Agreement for the Supply of Equipment and Services | November 25, 2008 |
| Oracle Canada ULC | General Terms of Master Agreement | May 20, 2015 |
| Datavantage Corporation | Global Support Services Agreement, Agreement #1443 | April 15, 2009 |
| Datavantage Corporation | First Amendment to the Proact Software License Agreement No. 1245 | June 26, 2008 |

| | | |
|-----------------------------------|---|-------------------|
| Datavantage Corporation | Addendum to Analytics Software License and Services Agreement No. 1245 | December 21, 2007 |
| Datavantage Corporation | Proact Software License Agreement No. 1245, Exhibit 1F Statement of Work – Xstore Release 9 – Base Upgrade (PTS 312453) | December 30, 2011 |
| Datavantage Corporation | Proact Software License Agreement No. 1245 Proact – XBR | November 3, 2004 |
| Prodc International Inc. | RMS Services Contract | March 10, 2010 |
| Prodc International Inc. | Hardware Extended Warranty and Support Agreement | January 1, 2010 |
| Rogers Communications Partnership | Enterprise Customer Agreement between Rogers Communications Partnership and Comark | March 17, 2006 |
| Rogers Wireless Partnership | Amendment #1 to Enterprise Customer Agreement between Rogers Communications Partnership and Comark | December 20, 2010 |
| Rogers Wireless Partnership | Amendment #2 to Enterprise Customer Agreement between Rogers Communications Partnership and Comark | March 31, 2013 |
| ValueLink LLC | Stored Value Card Agreement | No date |
| ValueLink LLC | Amendment No. 1 of the Stored Value Card Agreement | December 30, 2008 |

| | | |
|---------------|--|-------------|
| ValueLink LLC | Amendment No. 2 of the Stored Value Card Agreement | May 7, 2012 |
|---------------|--|-------------|

LEASES

| <u>Tier</u> | <u>Store #</u> | <u>Division</u> | <u>Shopping Centre</u> | <u>Prov</u> | <u>Landlord's Legal Name</u> | <u>Notice Party</u> |
|-------------|----------------|-----------------|---|-------------|------------------------------|--------------------------------------|
| Other | 809201 | CMK warehouse | 930 ST-MARTIN BOUL (Distrib. Centre) | QC | Cominar REIT | Cominar Real Estate Investment Trust |

SCHEDULE E

Court File No. CV15-10920-00CL

**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 INC.

Applicant

RECITALS

- A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated July 29, 2015 (the "**Approval Order**") approving the Sale Agreement entered into among Comark Inc. ("**Comark**") and Pacific West Commercial Corporation ("**PWCC**") and its permitted assignees (the "**Purchaser**") dated July 16, 2015 (as amended from time to time, the "**Sale Agreement**").
- B. Pursuant to the Approval Order, the Court approved the Sale Agreement and provided for the vesting in and sale, assignment and transfer to the Purchaser of Comark's right, title and interest in and to the Purchased Assets, which vesting, sale, assignment and transfer is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and Comark of a certificate confirming: (i) the conditions to Closing as set out the Sale Agreement have been satisfied or waived by the Purchaser and Comark, as applicable; and (ii) the Transaction has been completed to the satisfaction of the Monitor.
- C. PWCC has entered into a certain Assignment of Asset Purchase Agreement dated ●, 2015 with 8299684 Canada Inc., 5349 Investments Ltd., 9124055 Canada Inc. and 9371443 Canada Inc. as permitted Purchaser Assignees, a copy of which is attached as Appendix "A" hereto.

D. As of the date hereof, Comark and the Purchaser, with the consent of the Monitor, have agreed to effect the sale, assignment and transfer of the Purchased Assets in accordance with the provisions of the Sale Agreement and the Approval Order.

THE MONITOR CERTIFIES the following:

1. The conditions to Closing with respect to the Purchased Assets as set out in Articles 7 and 8 of the Sale Agreement have been satisfied or waived by the Purchaser and Comark, as applicable; and
2. The Transaction with respect to the Purchased Assets has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at _____ on _____, 2015.

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed Monitor of Comark Inc. and not in its personal or corporate capacity

Per: _____
Name:
Title:

Appendix "A"

**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. CV15-10920-00CL

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

**PROCEEDING COMMENCED AT
TORONTO**

ASSIGNMENT ORDER

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Canada M5X 1B8

Marc Wasserman (LSUC #: 44066M)
Tel: 416.862.4908

Caitlin Fell (LSUC #: 60091H)
Tel: 416.862.6690
Fax: 416.862.6666

Lawyers for the Applicant

Matter No: 1163824