

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T2 SYSTEMS CANADA INC.		09/28/2016	Corporation: CANADA
1456744 ONTARIO INC.		09/28/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARLYLE GMS FINANCE, INC., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>Internal Address:</b>	40TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4007929	DIGITAL PAYMENT TECHNOLOGIES	
<b>Registration Number:</b>	3991473	D1GITAL PAYMENT TECHNOLOGIES	
<b>Registration Number:</b>	3730601	INTELLA-PAY	
<b>Registration Number:</b>	3400204	LUKE	
<b>Registration Number:</b>	4846594	DIGITAL IRIS	
<b>Registration Number:</b>	4747277	DIGITAL IRIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	22335.020 CANADIAN GSA		

CH \$165.00 4007929

<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	10/05/2016

**Total Attachments: 40**

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## GENERAL SECURITY AGREEMENT

This General Security Agreement is made as of September 28, 2016.

**TO:** Name: Carlyle GMS Finance, Inc., as administrative agent and collateral agent  
Address: 520 Madison Avenue, 40th Floor, New York, NY 10022  
Attention: Tom Hennigan  
Facsimile: 212-813-4827  
Email: tom.hennigan@carlyle.com

### RECITALS:

A. ORBIT MERGER SUB, INC., a Delaware corporation (“**Merger Sub**” or “**Initial US Borrower**”), T2 SYSTEMS PARENT CORPORATION, a Delaware corporation (the “**Parent**”) the direct parent of the Initial US Borrower, T2 HOLDING CORP., a Delaware corporation (following the Merger, as successor to Initial US Borrower by operation of law and in its capacity as successor parent guarantor to Parent, “**Holdings**”), T2 SYSTEMS, INC., an Indiana corporation (the “**Company**” and in its capacity as the successor US Borrower to the Initial US Borrower, the “**US Borrower**”), the subsidiaries of US Borrower signatory thereto as guarantors, T2 SYSTEMS CANADA INC., a corporation incorporated under the federal laws of Canada (the “**Canadian Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and the Agent, as Administrative Agent for the Lenders and as the Collateral Agent, are party to a credit agreement, dated as of September 28, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

B. To secure the payment and performance of its Secured Liabilities, each Debtor has agreed to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor severally (and not jointly or jointly and severally) agrees with and in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

1. **Definitions.** In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and the following terms have the following meanings:

“**Accessions**”, “**Account**”, “**Chattel Paper**”, “**Certificated Security**”, “**Consumer Goods**”, “**Document of Title**”, “**Equipment**”, “**Futures Account**”, “**Futures Contract**”, “**Futures Intermediary**”, “**Goods**”, “**Instrument**”, “**Intangible**”, “**Inventory**”, “**Investment Property**”, “**Money**”, “**Proceeds**”, “**Securities Account**”, “**Securities Intermediary**”, “**Security**”, “**Security Certificate**”, “**Security Entitlement**”, and “**Uncertificated Security**” have the meanings given to them in the PPSA

“**Agent**” means Carlyle GMS Finance, Inc., in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement, or any successor administrative agent appointed pursuant to the Credit Agreement.

“**Agreement**” means this agreement, including the exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

“**Books and Records**” means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor’s behalf) has access.

“**Collateral**” means, with respect to any Debtor, all of the present and future:

- (a) undertaking;
- (b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement); and
- (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located.

“**Contracts**” means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

“**Control**” means, with respect to a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlled**” has the corresponding meaning.

“**Control Person**” means a “control person”, as such term is defined under applicable Canadian securities laws.

“**Credit Agreement**” has the meaning set out in the recitals hereto.

“**Debtors**” means the Persons delivering a signature page to this Agreement and any other Person which hereafter delivers a Supplement, and “**Debtor**” means any one of them.

“**Exhibits**” means the exhibits to this Agreement.

“**Intellectual Property Rights**” means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including copyrights, patents, inventions (whether or not patented), trade-marks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders’ rights, know how and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

“**Issuer**” has the meaning given to that term in the STA.

“**Laws**” means all federal, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority binding on or affecting the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority); and “**Law**” means any one or more of the foregoing.

“**Permits**” means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

“**Personal Property**” means personal property and includes Accounts, Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property and Money.

“**Pledged Certificated Securities**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Certificated Security.

“**Pledged Futures Contracts**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Contract.

“**Pledged Futures Accounts**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Account.

“**Pledged Futures Intermediary**” means, at any time, any Person which is at such time a Futures Intermediary at which a Pledged Futures Account is maintained.

“**Pledged Futures Intermediary’s Jurisdiction**” means, with respect to any Pledged Futures Intermediary, its jurisdiction as determined under section 7.1(4) of the PPSA.

“**Pledged Issuer**” means, with respect to any Debtor at any time, any Person which is an Issuer of, or with respect to, any Pledged Shares of such Debtor at such time.

“**Pledged Issuer’s Jurisdiction**” means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

“**Pledged Securities**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security.

“**Pledged Securities Accounts**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Securities Account.

“**Pledged Securities Intermediary**” means, at any time, any Person which is at such time a Securities Intermediary at which a Pledged Securities Account is maintained.

“**Pledged Securities Intermediary’s Jurisdiction**” means, with respect to any Pledged Securities Intermediary, its jurisdiction as determined under section 45(2) of the STA.

“**Pledged Security Certificates**” means, with respect to any Debtor, any and all Security Certificates of such Debtor representing the Pledged Certificated Securities.

“**Pledged Security Entitlements**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security Entitlement.

“**Pledged Shares**” means, with respect to any Debtor, all Pledged Securities and Pledged Security Entitlements of such Debtor.

“**Pledged Uncertificated Securities**” means, with respect to any Debtor, any and all Collateral of such Debtor that is an Uncertificated Security.

“**Receiver**” means an interim receiver, a receiver, a manager or a receiver and manager.

“**Release Date**” means the date on which all the Secured Liabilities of each Debtor have been indefeasibly paid and discharged in full and no Secured Party has any further obligations under the Credit Documents pursuant to which further Secured Liabilities of any Debtor might arise.

“**Reporting Pledged Issuer**” means a Pledged Issuer that is a “reporting issuer”, as such term is defined under applicable Canadian securities laws.

“**Secured Liabilities**” means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Secured Parties (or any of them) whenever and however incurred, and any unpaid balance thereof.

“**Schedules**” means the schedules to this Agreement.

“**Security Interests**” means, with respect to any Debtor, the Liens created by such Debtor in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) under this Agreement.

“**STA**” means the *Securities Transfer Act* of the Province referred to in the “Governing Law” section of this Agreement, as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

“**Supplement**” has the meaning given to that term in Section 35.

“**ULC**” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company.

“**ULC Laws**” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

“**ULC Shares**” means shares or other equity interests in the capital stock of a ULC.

“**Voting or Equity Securities**” means (a) any “security” (as defined under applicable Canadian securities laws), other than a bond, debenture, note or similar instrument representing indebtedness (whether secured or unsecured), of an issuer carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing or (b) a security of an issuer that carries a residual right to participate in the earnings of the issuer and, on liquidation or winding up of the issuer, in its assets.

2. **Grant of Security Interests.** As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, the Collateral of such Debtor.

3. **Limitations on Grant of Security Interests.** Notwithstanding the foregoing, “Collateral” shall not include: (i) more than the applicable percentage of the Voting Stock of each Subsidiary required by Section 9.11 of the Credit Agreement; (ii) any “intent-to-use” application or any other application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration; (iii) any rights or interests in any lease, license, contract, or agreement as such or the assets subject thereto if under the terms of such lease, license, contract, or agreement, or Applicable Law with respect thereto, the grant of a Lien therein or in such assets to the Collateral Agent would constitute or result in (x) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract agreement or (y) would constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Debtor therein and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under Applicable

Law such prohibition cannot be waived; provided, however, the foregoing exclusions shall in no way be construed (A) to apply if any such prohibition would be rendered ineffective under the PPSA or other Applicable Law or principles of equity, (B) so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing Liens upon any rights or interests of any Debtor in or to the Proceeds thereof (including Proceeds from the sale, license, lease or other disposition thereof), including monies due or to become due under any such lease, license, contract, or agreement (including any Accounts or other Receivables), or (C) to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract, or agreement, or assets subject thereto that does not result in such prohibition; (iv) equipment owned by any Debtor on the date hereof or hereafter acquired that is subject to a Lien securing a purchase money obligation or Capitalized Lease permitted to be incurred pursuant to the Credit Agreement if the contract or other agreement in which such Lien is granted (or the documentation providing for such purchase money obligation or Capitalized Lease) prohibits the creation of any other Lien on such equipment; (v) consumer goods or to the last day of the term of any lease for lease of real property; (vi) any property to the extent that any applicable law prohibits the creation of a Lien therein; (vii) (A) any fee-owned real property with a fair market value of less than \$550,000 individually and (B) any leasehold interest; and (viii) any property if the cost of creating, obtaining and perfecting a security interest in any such property or otherwise implementing such document or action, in the reasonable judgment of the Collateral Agent, exceeds the benefits to the Collateral Agent and the Secured Parties in creating, obtaining or perfecting a Lien in such property; provided that for the avoidance of doubt, no Debtor shall be required to enter into (a) any foreign-law governed security documents, filings or consents in connection with any share pledge, intellectual property registered in any non-Canadian jurisdiction or any other grant of security interest or (b) any landlord waiver, estoppel letter or collateral access agreement in connection with any leasehold interest.

4. **Attachment; No Obligation to Advance.** Each Debtor confirms that value has been given by the Secured Parties to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Agent have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral of such Debtor. The Security Interests with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any financial accommodation by any Secured Party shall oblige any Secured Party to make any financial accommodation or further financial accommodation available to any Debtor or any other Person.

5. **Representations and Warranties.** Each Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that, as of the date of this Agreement or the date of any Supplement, as applicable:

- (a) **Debtor Information.** All of the information set out in the Schedules and Supplements, as applicable, with respect to such Debtor is accurate and complete.



- (b) Title; No Other Security Interests. Except for Permitted Liens, such Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral of such Debtor, holds a valid leasehold or licensed interest in) its Collateral free and clear of any Liens. Such Debtor is the record and beneficial owner of the Pledged Shares. No security agreement, financing statement or other notice with respect to any or all of the Collateral of such Debtor is on file or on record in any public office, except for filings with respect to Permitted Liens.
- (c) Amount of Accounts. The amount represented by such Debtor to the Agent from time to time as owing by each account debtor or by all account debtors with respect to its Accounts of such Debtor will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by such Debtor to the Agent at that time, will be owed free of any dispute, set-off or counterclaim. Except as disclosed in writing by such Debtor to the Agent, neither such Debtor nor (to the best of such Debtor's knowledge) any other party to any Account of such Debtor or Contract of such Debtor is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract where such default is or could reasonably be expected to be materially adverse to such Debtor or any of the Secured Parties.
- (d) Consents and Transfer Restrictions.
- (i) For the purposes of complying with any transfer restrictions contained in the Organizational Documents of any Pledged Issuer, such Debtor hereby irrevocably consents to any transfer of such Debtor's Pledged Securities of such Pledged Issuer to the Agent or its nominee as herein required.
- (e) No Consumer Goods. Such Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Debtor.
- (f) Intellectual Property Rights. All registrations and applications for registration pertaining to any Intellectual Property Rights of such Debtor, all other material Intellectual Property Rights of such Debtor, and the nature of such Debtor's right, title or interest therein, are described in the Schedules and Supplements as applicable, with respect to such Debtor. Each Intellectual Property Right of such Debtor is valid, subsisting, unexpired, enforceable, and has not been abandoned. In the case of copyright works of such Debtor, such Debtor has obtained full and irrevocable waivers of all moral rights or similar rights pertaining to such works. Except as set out in the Schedules and Supplements, as applicable, none of the Intellectual Property Rights of such Debtor have been licensed or franchised by such Debtor to any Person or, to the best of such Debtor's knowledge, infringed or otherwise misused by any Person. Except as set out in the Schedules and Supplements, as applicable, the exercise of any Intellectual Property Right of such Debtor, or any licensee or franchisee thereof, has not infringed or otherwise misused any intellectual property right of any other Person, and such Debtor has not received and is not aware of any claim of such infringement or other misuse.

- (g) Partnerships, Limited Liability Companies. The terms of any interest in a partnership or limited liability company that is Collateral of such Debtor expressly provide that such interest is a “security” for the purposes of the STA.
- (h) Due Authorization. The Pledged Securities of such Debtor have been duly authorized and validly issued and are fully paid and non-assessable.
- (i) Warrants, Options, etc. There are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Shares of such Debtor.
- (j) No Required Disposition. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which such Debtor would be required to sell, redeem or otherwise dispose of any Pledged Shares of such Debtor or under which any Pledged Issuer has any obligation to issue any Securities of such Pledged Issuer to any Person.
- (k) Securities Laws. Such Debtor is not a Control Person with respect to any Pledged Issuer and the Pledged Shares issued by a Reporting Pledged Issuer do not comprise Voting or Equity Securities of any class (or securities convertible into Voting or Equity Securities of any class) constituting ten per cent or more of the outstanding securities of that class.

6. **Survival of Representations and Warranties.** All representations and warranties made by each Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Secured Parties, and (c) shall survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of any Secured Party and any disposition or payment of the Secured Liabilities until the Release Date.

7. **Covenants.** Each Debtor covenants and agrees with the Agent (for its own benefit and for the benefit of the other Secured Parties) that:

- (a) Further Documentation. Such Debtor acknowledges that this Agreement has been prepared based on the existing Laws in the Province referred to in the “Governing Law” section of this Agreement and that a change in such Laws, or the Laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, such Debtor agrees that the Agent shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that such Debtor shall immediately on request by the Agent authorize, execute and deliver any such amendment, supplement, restatement or replacement (i) to reflect any changes in such Laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Agent Liens similar to, and having the same effect as, the Security Interests.

- (b) Maintenance of Records. Such Debtor shall keep and maintain accurate and complete records of the Collateral of such Debtor, including a record of all payments received and all credits granted with respect to the Accounts and Contracts of such Debtor. At the written request of the Agent, such Debtor shall mark any Collateral of such Debtor specified by the Agent to evidence the existence of the Security Interests.
- (c) Limitations on Modifications, Waivers, Extensions. Other than as not prohibited by paragraph (g) below, such Debtor shall not (i) amend, modify, terminate, permit to expire or waive any provision of any of such Debtor's Permits, Contracts or any documents giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to such Debtor or any of the Secured Parties, or (ii) fail to exercise promptly and diligently its rights under each of such Debtor's Contracts and documents giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to such Debtor or any of the Secured Parties.
- (d) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of such Debtor consistent with previous practices, such Debtor shall not (i) grant any extension of the time for payment of any Account of such Debtor, (ii) compromise, compound or settle any Account of such Debtor for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account of such Debtor, or (iv) allow any credit or discount of any Account of such Debtor.
- (e) Further Identification of Collateral. Such Debtor shall promptly furnish to the Agent such statements and schedules further identifying and describing the Collateral of such Debtor, and such other reports in connection with the Collateral of such Debtor, as the Agent may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by such Debtor and classified as Equipment, including vehicle identification numbers.
- (f) Agreements re Intellectual Property Rights. Promptly upon request from time to time by the Agent, such Debtor shall authorize, execute and deliver any and all agreements, instruments, documents and papers that the Agent may request to evidence the Security Interests in any Intellectual Property Rights of such Debtor and, where applicable, the goodwill of the business of such Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.
- (g) Instruments; Documents of Title; Chattel Paper. Promptly upon request from time to time by the Agent, such Debtor shall deliver to the Agent, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may reasonably request, any and all Instruments, Documents of Title and Chattel Paper of such Debtor included in or relating to the Collateral of such Debtor as the Agent may specify in its request.

- (h) Pledged Certificated Securities. Such Debtor shall deliver to the Agent any and all Pledged Security Certificates of such Debtor and other materials as may be required from time to time to provide the Agent with control over all Pledged Certificated Securities of such Debtor in the manner provided under section 23 of the STA. At the request of the Agent, such Debtor shall cause all Pledged Security Certificates of such Debtor to be registered in the name of the Agent or its nominee.
- (i) Pledged Uncertificated Securities. Such Debtor shall deliver to the Agent any and all such documents, agreements and other materials as may be required from time to time to provide the Agent with control over all Pledged Uncertificated Securities of such Debtor in the manner provided under section 24 of the STA. For the purposes of section 27(1) of the STA, this Agreement shall constitute the Debtor's irrevocable consent to entry by a Pledged Issuer into an agreement of the kind referred to in clause 24(1)(b) of the STA.
- (j) Pledged Security Entitlements. Such Debtor shall deliver to the Agent any and all such documents, agreements and other materials as may be required from time to time to provide the Agent with control over all Pledged Security Entitlements of such Debtor in the manner provided under section 25 or 26 of the STA.
- (k) Pledged Futures Contracts. Such Debtor shall deliver to the Agent any and all such documents, agreements and other materials as may be required from time to time to provide the Agent with control over all Pledged Futures Contracts of such Debtor in the manner provided under subsection 1(1.1)(e) of the PPSA.
- (l) Partnerships, Limited Liability Companies. Such Debtor shall ensure that the terms of any interest in a partnership or limited liability company that is Collateral of such Debtor shall expressly provide that such interest is a "security" for the purposes of the STA.
- (m) Transfer Restrictions. If the constating documents of any Pledged Issuer (other than a ULC) restrict the transfer of the Securities of such Pledged Issuer, then such Debtor shall deliver to the Agent a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Pledged Issuer, as applicable, consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral of such Debtor by the Agent upon a realization on the Security Interests.
- (n) Notices. Such Debtor shall advise the Agent promptly, in reasonable detail, of:
  - (i) any change to a Pledged Securities Intermediary's Jurisdiction, Pledged Issuer's Jurisdiction or Pledged Future Intermediary's Jurisdiction;
  - (ii) any merger, consolidation or amalgamation of such Debtor with any other Person;

- (iii) any additional jurisdiction in which such Debtor carries on business or has tangible Personal Property;
- (iv) any additional jurisdiction in which material account debtors of such Debtor are located;
- (v) any acquisition of any right, title or interest in real property by such Debtor;
- (vi) any acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, or which are material to such Debtor's business;
- (vii) any acquisition of any Instrument, Document of Title or Chattel Paper;
- (viii) any creation or acquisition of any Subsidiary of such Debtor;
- (ix) any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral of such Debtor;
- (x) the Debtor becoming (or if the Debtor could reasonably be determined to have become) a Control Person with respect to any Reporting Pledged Issuer;
- (xi) the issuance of any order ceasing or suspending trading in, or prohibiting the transfer of any Pledged Shares or the institution of proceedings for such purpose, or if such Debtor has any reason to believe that any such proceedings are pending, contemplated or threatened; or
- (xii) any occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral of such Debtor or on the Security Interests.

Such Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (viii) above unless all filings have been made and all other actions taken that are required in order for the Agent to continue at all times following such change to have a valid and perfected first priority Security Interest with respect to all of the Collateral of such Debtor.

8. **Voting Rights.** Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to exercise all voting power from time to time exercisable with respect to the Pledged Shares of such Debtor and give consents, waivers and ratifications with respect thereto; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be, or would have a reasonable likelihood of being, prejudicial to the interests of the Secured Parties or which would have the effect of reducing the value of the Collateral of such Debtor as security for the Secured Liabilities of such Debtor or imposing any restriction on the transferability of any of the Collateral of such Debtor. Unless an Event of Default has occurred and is continuing, the Agent shall, from time to time at the request and expense of the

applicable Debtor, execute or cause to be executed, with respect to all Pledged Securities of such Debtor that are registered in the name of the Agent or its nominee, valid proxies appointing such Debtor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Agent or such nominee, as the case may be, at any and all meetings of the applicable Pledged Issuer's shareholders or debt holders, all Pledged Securities that are registered in the name of the Agent or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Pledged Issuer for and on behalf of the Agent or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of any Event of Default, all such rights of the applicable Debtor to vote and give consents, waivers and ratifications shall cease and the Agent or its nominee shall be entitled to exercise all such voting rights and to give all such consents, waivers and ratifications.

9. **Dividends; Interest.** Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to receive any and all cash dividends, interest, principal payments and other forms of cash distribution on the Pledged Shares of such Debtor which it is otherwise entitled to receive, but any and all stock and/or liquidating dividends, distributions of property, returns of capital or other distributions made on or with respect to the Pledged Shares of such Debtor, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of any Pledged Issuer of such Debtor or received in exchange for such Pledged Shares or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which any Pledged Issuer of such Debtor may be a party or otherwise, and any and all cash and other property received in exchange for any Pledged Shares of such Debtor shall be and become part of the Collateral of such Debtor subject to the Security Interests and, if received by such Debtor, shall forthwith be delivered to the Agent or its nominee (accompanied, if appropriate, by proper instruments of assignment and/or stock powers of attorney executed by such Debtor in accordance with the Agent's instructions) to be held subject to the terms of this Agreement; and if any of the Pledged Security Certificates have been registered in the name of the Agent or its nominee, the Agent shall execute and deliver (or cause to be executed and delivered) to such Debtor all such dividend orders and other instruments as such Debtor may request for the purpose of enabling such Debtor to receive the dividends, distributions or other payments which such Debtor is authorized to receive and retain pursuant to this Section. If an Event of Default has occurred and is continuing, all rights of such Debtor pursuant to this Section shall cease and the Agent shall have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which such Debtor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the Agent pursuant to the provisions of this Section shall be retained by the Agent as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary herein, the Debtor shall be entitled to receive all dividends and other forms of cash distribution on the Pledged Shares to the extent permitted to be received upon the occurrence and during the continuation of an Event of Default in accordance with the provisions of the Credit Agreement.

10. **Rights on Event of Default.** If an Event of Default has occurred and is continuing, then and in every such case the Security Interests of each Debtor shall become enforceable and the Agent, in addition to any rights now or hereafter existing under applicable Law may, personally

or by agent, at such time or times as the Agent in its discretion may determine, do any one or more of the following:

- (a) Rights under PPSA, etc. Exercise against any or all Debtors all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Agent by contract, at law or in equity.
- (b) Demand Possession. Demand possession of any or all of the Collateral of any or all Debtors, in which event each such Debtor shall, at the expense of such Debtor, immediately cause the Collateral of such Debtor designated by the Agent to be assembled and made available and/or delivered to the Agent at any place designated by the Agent.
- (c) Take Possession. Enter on any premises where any Collateral of any or all Debtors is located and take possession of, disable or remove such Collateral.
- (d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of any or all Debtors for such time and on such terms as the Agent may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral of any or all Debtors.
- (e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of any or all Debtors and enter on, occupy and use (without charge by such Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, any or all Debtors.
- (f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral of any or all Debtors in such manner, on such terms and conditions and at such times as the Agent deems advisable.
- (g) Dispose of Collateral. Realize on any or all of the Collateral of any or all Debtors and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of any or all Debtors (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Agent or elsewhere, with or without advertising or other formality, except as required by applicable Law, on such terms and conditions as the Agent may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of any or all Debtors.
- (i) Purchase by Agent. At any public sale, and to the extent permitted by Law on any private sale, bid for and purchase any or all of the Collateral of any or all Debtors offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to

any Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Law. In any such sale to the Agent, the Agent may, for the purpose of making payment for all or any part of the Collateral of any Debtor so purchased, use any claim for any or all of the Secured Liabilities of such Debtor then due and payable to it as a credit against the purchase price.

- (j) Collect Accounts. Notify (whether in its own name or in the name of any Debtor) the account debtors under any Accounts of any or all Debtors of the assignment of such Accounts to the Agent and direct such account debtors to make payment of all amounts due or to become due to any or all Debtors with respect to such Accounts directly to the Agent and, upon such notification and at the expense of any such Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Agent deems appropriate in the circumstances.
- (k) Transfer of Collateral. Transfer any Collateral of any or all Debtors that is Pledged Shares into the name of the Agent or its nominee.
- (l) Voting. Subject to the delivery of any notice required hereunder, vote any or all of the Pledged Shares of any or all Debtors (whether or not transferred to the Agent or its nominee) and give or withhold all consents, waivers and ratifications with respect thereto and otherwise act with respect thereto as though it were the outright owner thereof.
- (m) Exercise Other Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Collateral of any or all Debtors that is Pledged Shares as if the Agent were the absolute owner of such Pledged Shares.
- (n) Dealing with Contracts and Permits. Deal with any and all Contracts and Permits of any or all Debtors to the same extent as any such Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Agent.
- (o) Payment of Liabilities. Pay any liability secured by any Lien against any Collateral of any or all Debtors. Each such Debtor shall immediately on demand reimburse the Agent for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
- (p) Borrow and Grant Liens. Borrow money for the maintenance, preservation or protection of any Collateral of any or all Debtors or for carrying on any of the business or undertaking of any or all Debtors and grant Liens on any Collateral of any or all Debtors (in priority to the Security Interests of any or all Debtors or otherwise) as security for the money so borrowed. Each such Debtor shall immediately on demand reimburse the Agent for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured



Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.

- (q) Appoint Receiver. Appoint by instrument in writing one or more Receivers of any or all Debtors or any or all of the Collateral of any or all Debtors with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable Law, any Receiver appointed by the Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Debtor and not of the Agent or any of the other Secured Parties.
- (r) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of any or all Debtors or of any or all of the Collateral of any or all Debtors.
- (s) Consultants. Require any or all Debtors to engage a consultant of the Agent's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of each such Debtor and its agents and employees, including unrestricted access to the premises of each such Debtor and the Books and Records of each such Debtor; all reasonable fees and expenses of such consultant shall be for the account of each such Debtor and each such Debtor hereby authorizes any such consultant to report directly to the Agent and to disclose to the Agent any and all information obtained in the course of such consultant's employment.

The Agent may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable Law and except as required hereunder) to or on any Debtor or any other Person, and each Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable Law and to the extent any such notice is not otherwise required hereunder. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Each Debtor acknowledges and agrees that any action taken by the Agent hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

11. **Realization Standards.** To the extent that applicable Law imposes duties on the Agent to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Agent to dispose of the Collateral in any such manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Agent to (or not to) (a) incur expenses reasonably deemed significant by the Agent to prepare the Collateral of such Debtor for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral of such Debtor to be disposed of, (c) fail to exercise collection remedies against

account debtors or other Persons obligated on the Collateral of such Debtor or to remove Liens against the Collateral of such Debtor, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral of such Debtor directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral of such Debtor by way of public auction, public tender or private contract, with or without advertising and without any other formality, (f) contact other Persons, whether or not in the same business of such Debtor, for expressions of interest in acquiring all or any portion of the Collateral of such Debtor, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral of such Debtor, whether or not such Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral of such Debtor by utilizing internet sites that provide for the auction of assets of the types included in such Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of the Collateral of such Debtor or to provide to the Agent a guaranteed return from the collection or disposition of such Collateral, (l) to the extent deemed appropriate by the Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral of such Debtor, (m) dispose of Collateral of such Debtor in whole or in part, and (n) dispose of Collateral of such Debtor to a customer of the Agent, and (o) establish an upset or reserve bid price with respect to Collateral of such Debtor.

12. **Grant of Licence.** For the purpose of enabling the Agent to exercise its rights and remedies under this Agreement when the Agent is entitled to exercise such rights and remedies, and for no other purpose, each Debtor grants to the Agent an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to such Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights of such Debtor, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trade-marks, get up and trade dress and other business indicia, such licence includes an obligation on the part of the Agent to maintain the standards of quality maintained by such Debtor or, in the case of trade-marks, get-up and trade dress or other business indicia licensed to such Debtor, the standards of quality imposed upon such Debtor by the relevant licence. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

13. **Securities Laws.** The Agent is authorized, in connection with any offer or sale of any Pledged Shares of any Debtor, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition to and without limiting Section 11, each Debtor further agrees that compliance with any such limitation or restriction shall not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Agent shall not be liable or accountable to such Debtor for any discount allowed by reason of the fact that such Pledged Shares are sold in compliance with any such limitation or restriction. If the Agent chooses to

exercise its right to sell any or all Pledged Shares of any Debtor, upon written request, such Debtor shall cause each applicable Pledged Issuer to furnish to the Agent all such information as the Agent may request in order to determine the number of shares and other instruments included in the Collateral of such Debtor which may be sold by the Agent in exempt transactions under any Laws governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

14. **ULC Shares.** Each Debtor acknowledges that certain of the Collateral of such Debtor may now or in the future consist of ULC Shares, and that it is the intention of the Agent and each Debtor that neither the Agent nor any other Secured Party should under any circumstances prior to realization thereon be held to be a “member” or a “shareholder”, as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Debtor is the registered owner of ULC Shares which are Collateral of such Debtor, such Debtor shall remain the sole registered owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Debtor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, with respect to such ULC Shares (except for any dividend or distribution comprised of Pledged Security Certificates of such Debtor, which shall be delivered to the Agent to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Debtor would if such ULC Shares were not pledged to the Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute the Agent, any other Secured Party, or any other Person other than the applicable Debtor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Debtor and further steps are taken pursuant hereto or thereto so as to register the Agent, any other Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof would have the effect of constituting the Agent or any other Secured Party as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Debtor without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Debtor which is not ULC Shares. Except upon the exercise of rights of the Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, each Debtor shall not cause or permit, or enable a Pledged Issuer that is a ULC to cause or permit, the Agent or any other Secured Party to: (a) be registered as a shareholder or member of such Pledged Issuer; (b) have any notation entered in their favour in the share register of such Pledged Issuer; (c) be held out as shareholders or members of such Pledged Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such Pledged Issuer by reason of the Agent holding the Security Interests over the ULC Shares; or (e) act as a shareholder of such Pledged Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Pledged Issuer or to vote its ULC Shares.

15. **Application of Proceeds.** All Proceeds of Collateral of any Debtor received by the Agent or a Receiver may be applied to discharge or satisfy any expenses (including the

Receiver's remuneration and other expenses of enforcing the Agent's rights against such Debtor under this Agreement), Liens on the Collateral of such Debtor in favour of Persons other than the Agent, borrowings, taxes and other outgoings affecting the Collateral of such Debtor or which are considered advisable by the Agent or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral of such Debtor or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Collateral of such Debtor ranking in priority to any of the Security Interests, or to sell, lease or otherwise dispose of the Collateral of such Debtor. The balance of such Proceeds shall be applied to such of the Secured Liabilities of the applicable Debtor (whether or not the same are due and payable) in such manner as set forth in the Credit Agreement and thereafter shall be accounted for as required by Law.

16. **Continuing Liability of Debtor.** Each Debtor shall remain liable for any Secured Liabilities of such Debtor that are outstanding following realization of all or any part of the Collateral of such Debtor and the application of the Proceeds thereof.

17. **Agent's Appointment as Attorney-in-Fact.** Effective upon the occurrence and during the continuance of an Event of Default, each Debtor constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution, as such Debtor's true and lawful attorney-in-fact with full power and authority in the place of such Debtor and in the name of such Debtor or in its own name, from time to time in the Agent's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the effect of this Section, each Debtor grants the Agent an irrevocable proxy to vote the Pledged Shares of such Debtor and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Shares of such Debtor on the books and records of a Pledged Issuer or Pledged Securities Intermediary, as applicable), upon the occurrence of an Event of Default. These powers are coupled with an interest and are irrevocable until the Release Date. Nothing in this Section affects the right of the Agent as secured party or any other Person on the Agent's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Agent or such other Person considers appropriate. Each Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Agent or any of the Agent's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Agent pursuant to this Section.

18. **Performance by Agent of Debtor's Obligations.** If any Debtor fails to perform or comply with any of the obligations of such Debtor under this Agreement, the Agent may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Agent incurred in connection with any such performance or compliance shall be payable by such Debtor to the Agent immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.

19. **Interest.** If any amount payable by any Debtor to the Agent under this Agreement is not paid when due, such Debtor shall pay to the Agent, immediately on demand, interest on such amount from the date due until paid, at the rate and times set forth in Section 2.08(c) of the Credit Agreement. All amounts payable by such Debtor to the Agent under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.

20. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

21. **Rights of Agent; Limitations on Agent's Obligations.**

(a) **Limitations on Liability of Secured Parties.** Neither the Agent nor any other Secured Party shall be liable to any Debtor or any other Person for any failure or delay in exercising any of the rights of such Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral of such Debtor, or to preserve rights against prior parties). Neither the Agent, any other Secured Party, a Receiver, nor any agent thereof (including, in Alberta or British Columbia, any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Debtor in its possession. Neither the Agent, any other Secured Party, any Receiver, nor any agent thereof shall be liable for any, and each Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral of such Debtor (including any Collateral of such Debtor in the possession of the Agent, any other Secured Party, any Receiver, or any agent thereof) caused for any reason other than the gross negligence or wilful misconduct of the Agent, such other Secured Party, such Receiver or such agent thereof.

(b) **Debtors Remain Liable under Accounts and Contracts.** Notwithstanding any provision of this Agreement, each Debtor shall remain liable under each of the documents giving rise to the Accounts of such Debtor and under each of the Contracts of such Debtor to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with the terms of each such document and Contract. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Account of any Debtor (or any document giving rise thereto) or Contract of any Debtor by reason of or arising out of this Agreement or the receipt by the Agent of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), neither the Agent nor any other Secured Party shall be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account of such Debtor (or any document giving rise thereto) or under or pursuant to any Contract of such Debtor, to make any

payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account of such Debtor (or any document giving rise thereto) or under any Contract of such Debtor, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

- (c) Collections on Accounts and Contracts. Each Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect the Accounts of such Debtor and payments under the Contracts of such Debtor in the normal course of the business of such Debtor and for the purpose of carrying on the same. Upon an Event of Default that is continuing, any payments of Accounts of such Debtor or under Contracts of such Debtor, when collected by such Debtor, shall be forthwith (and, in any event, within two Business Days) deposited by such Debtor in the exact form received, duly endorsed by such Debtor to the Agent, in a special collateral account maintained by the Agent, and until so deposited, will be held by such Debtor in trust for the Agent, segregated from the other funds of such Debtor. All such amounts while held by the Agent (or by such Debtor in trust for the Agent) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Agent may apply all or any part of the amounts on deposit with respect to such Debtor in said special collateral account on account of the Secured Liabilities of such Debtor in such order as the Agent may elect. At the Agent's request, such Debtor shall deliver to the Agent any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and the Contracts of such Debtor, including all original orders, invoices and shipping receipts.
- (d) Analysis of Accounts. At any time and from time to time after the occurrence of an Event of Default that is continuing, the Agent may in its own name or in the name of others (including any Debtor) communicate with account debtors on the Accounts of any Debtor and parties to the Contracts of any Debtor to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract of any Debtor.
- (e) Use of Agents. The Agent may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

22. Dealings by Agent. The Agent shall not be obliged to exhaust its recourse against any Debtor or any other Person or against any other security it may hold with respect to the Secured Liabilities of such Debtor or any part thereof before realizing upon or otherwise dealing with the Collateral of such Debtor in such manner as the Agent may consider desirable. The Agent and the other Secured Parties may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with any Debtor

and any other Person, and with any or all of the Collateral of any Debtor, and with other security and sureties, as they may see fit, all without prejudice to the Secured Liabilities of any Debtor or to the rights and remedies of the Agent under this Agreement. The powers conferred on the Agent under this Agreement are solely to protect the interests of the Agent in the Collateral of each Debtor and shall not impose any duty upon the Agent to exercise any such powers.

23. **Communication**. Any notice or other communication required or permitted to be given under this Agreement will be made in accordance with the terms of the Credit Agreement.

24. **Release of Information**. Each Debtor authorizes the Agent to provide a copy of this Agreement and such other information as may be requested of the Agent (i) to the extent necessary to enforce the Agent's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of its Secured Liabilities, and (iii) as required by applicable Law.

25. **Expenses; Indemnity; Waiver**. The Debtors shall indemnify the Agent and reimburse it for any costs and expenses incurred by the Agent in connection herewith in accordance with Section 13.05 of the Credit Agreement.

26. **Release of Debtor**. On the Release Date, the Agent shall, release the Debtors and the Collateral of the Debtors from the Security Interests and such release shall serve to terminate any licence granted in this Agreement forthwith on the Release Date without any further action on the part of the Debtor. Upon such release, and at the request and expense of such Debtor, the Agent shall execute and deliver to such Debtor such releases and discharges as such Debtor may reasonably request.

27. **Additional Security**. This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by any Debtor or any other Person to any Secured Party, all of which other security shall remain in full force and effect.

28. **Alteration or Waiver**. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Agent and the applicable Debtor. The Secured Parties shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

29. **Environmental Licence and Indemnity.** Each Debtor hereby grants to the Agent and its employees and agents an irrevocable and non-exclusive licence, subject to the rights of tenants, to enter any of the premises of such Debtor to conduct audits, testing and monitoring with respect to hazardous substances and to remove and analyze any hazardous substance at the cost and expense of such Debtor (which cost and expense shall form part of the Secured Liabilities of such Debtor and shall be payable immediately on demand and secured by the Security Interests created by this Agreement). Each Debtor shall indemnify the Secured Parties and hold the Secured Parties harmless against and from all losses, costs, damages and expenses which any Secured Party may sustain, incur or be or become liable at any time whatsoever for by reason of or arising from the past, present or future existence, clean-up, removal or disposal of any hazardous substance on or about any property owned or occupied by any Secured Party or compliance with environmental Laws or environmental orders relating thereto in accordance with Section 13.05 of the Credit Agreement. This indemnification shall survive the Release Date.

30. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests of such Debtor shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term “Debtor”, where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term “Secured Liabilities”, where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

31. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable Law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

32. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “or” is disjunctive; the word “and” is conjunctive. The word “shall” is mandatory; the word “may” is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this



Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Lien. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

33. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent (for its own benefit and for the benefit of the other Secured Parties) under the Credit Agreement. If any act or omission of any or all Debtors is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve any or all Debtors from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

34. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Agent and its successors and assigns. Except in connection with a transaction permitted under the Credit Agreement, no Debtor may assign this Agreement, or any of its rights or obligations under this Agreement. The Agent may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such, in each case, in accordance with the terms of the Credit Agreement. If any Debtor or the Agent is an individual, then the term “Debtor” or “Agent”, as applicable, shall also include his or her heirs, administrators and executors.

35. **Additional Debtors.** Additional Persons may from time to time after the date of this Agreement become Debtors under this Agreement by executing and delivering to the Agent a supplemental agreement (together with all schedules thereto, a “**Supplement**”) to this Agreement, in substantially the form attached hereto as Exhibit A. Effective from and after the date of the execution and delivery by any Person to the Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if such Person had been an original signatory to this Agreement as a Debtor; and

- (b) all Collateral of such Person shall be subject to the Security Interest from such Person as security for the due payment and performance of the “Liabilities” of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Debtor and all of the Secured Liabilities of each Debtor and the Security Interests granted thereby shall remain in full force and effect, notwithstanding the addition of any new Debtor to this Agreement.

36. **Acknowledgment of Receipt/Waiver.** Each Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable Law, waives the right to receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued with respect to any such financing statement or financing change statement.

37. **Enforcement by Agent.** This Agreement and the Security Interests may be enforced only by the action of the Agent acting on behalf of the Secured Parties and no other Secured Party shall have any rights individually to enforce or seek to enforce this Agreement or any of the Security Interests, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Parties upon the terms of this Agreement.

38. **Electronic Signature and Counterparts.** Delivery of an executed signature page to this Agreement by any Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by such Debtor of a manually executed copy of this Agreement by such Debtor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

*[signatures on the next following pages]*

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

T2 SYSTEMS CANADA INC.

By:



Name: Norman P. Blake

Title: President

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

1456744 ONTARIO INC.

By: 

Name: Norman P. Blake

Title: President

**SCHEDULE A-1**

**DEBTOR INFORMATION**

**Full legal name:** T2 Systems Canada Inc.

**Prior names:** Digital Payment Technologies Corp.

**Predecessor companies:** 8732027 Canada Inc., Digital Payment Technologies Corp.

**Jurisdiction of incorporation or organization:** Canada

**Address of chief executive office:** 4321 Still Creek Drive, Burnaby, BC, V6C 6S7, Canada

**Addresses of all places where business is carried on or tangible Personal Property is kept:**  
4105 Grandview Highway, Burnaby, B.C., Canada

**Jurisdictions in which all material account debtors are located:** No material account debtors

**Addresses of all owned real property:** N/A

**Addresses of all leased real property:** See above.

**Description of all “serial number” goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):** N/A

**Description of all material Permits:** N/A

**Subsidiaries of New Debtor:** None

**Instruments, Documents of Title and Chattel Paper of New Debtor:** None

**Pledged Certificated Securities:**

<b>Pledged Issuer</b>	<b>Securities Owned</b>	<b>% of issued and outstanding Securities of Pledged Issuer</b>	<b>Security Certificate Numbers</b>	<b>Security Certificate Location</b>
None				

**Pledged Securities Accounts:**

<b>Pledged Securities</b>	<b>Securities Account</b>	<b>Pledged Securities Intermediary’s</b>	<b>Pledged Security</b>
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Intermediary	Number	Jurisdiction	Entitlements
None			

**Pledged Uncertificated Securities:**

Pledged Issuer	Pledged Issuer's Jurisdiction	Securities Owned	% of issued and outstanding Securities of Pledged Issuer
None			

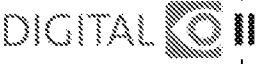
**Pledged Futures Accounts:**

Pledged Futures Intermediary	Futures Account Number	Pledged Futures Intermediary's Jurisdiction	Pledged Futures Contracts
None			

**Registered trade-marks and applications for trademark registrations:**

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
DIGITAL PAYMENT TECHNOLOGIES	T2 Systems Canada Inc.	Canada	1,402,439	TMA771079	Registered . July 2, 2010
DIGITAL PAYMENT TECHNOLOGIES & design 	T2 Systems Canada Inc.	Canada	1,402,440	TMA771156	Registered . July 5, 2010

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
DIGITAL PIONEER	T2 Systems Canada Inc.	Canada	1,099,190	TMA580965	Registered . May 8, 2003
INTELLA-PAY	T2 Systems Canada Inc.	Canada	1,133,811	TMA637144	Registered . April 12, 2005
LUKE	T2 Systems Canada Inc.	Canada	1,331,823	TMA706726	Registered . February 6, 2008
SHELBY	T2 Systems Canada Inc.	Canada	1,331,822	TMA706727	Registered . February 6, 2008
DIGITAL IRIS	T2 Systems Canada Inc.	Canada	1648170	TMA897278	Registered February 24, 2015
DIGITAL IRIS and Design 	T2 Systems Canada Inc.	Canada	1672143	TMA897266	Registered February 24, 2015
DIGITAL PAYMENT TECHNOLOGIES	T2 Systems Canada Inc.	United States		4007929	Registered . August 9, 2011
DIGITAL PAYMENT TECHNOLOGIES & Design 	T2 Systems Canada Inc.	United States		3991473	Registered . July 12, 2011
INTELLA-PAY	T2 Systems Canada Inc.	United States		3730601	Registered . December 29, 2009

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUKE	T2 Systems Canada Inc.	United States		3400204	Registered . March 18, 2008
DIGITAL IRIS	T2 Systems Canada Inc.	United States		4846594	Registered . November 3, 2015
DIGITAL IRIS 	T2 Systems Canada Inc.	United States		4747277	Registered . June 2, 2015

**Patents and patent applications:**

<u>Patent</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Patent/ Publication No.</u>	<u>Issue Date</u>
Dual Cam Lock Apparatus	T2 Systems Canada Inc. (formerly Digital Payment Technologies Corp.)	Canada	2,878,539		Not yet issued
Automated Payment Station	T2 Systems Canada Inc. (formerly Digital Payment Technologies Corp.)	US		D510751	October 18, 2005
Dual Cam Lock	T2 Systems	US	14/681,97		Not yet



Apparatus	Canada Inc. (formerly Digital Payment Technologies Corp.)		5		issued
Parking Meter	T2 Systems Canada Inc. (formerly Digital Payment Technologies Corp.)	CHINA		ZL 2007302819 39.0	February 11, 2009

**Copyright registrations and applications for copyright registrations:**

Country	Work	Application No.	Application Date	Registration No.	Licensed to or by Debtor
None					

**Industrial designs/registered designs and applications for registered designs:**

Country	Design	Application No.	Application Date	Registration No.	Issue Date	Licensed to or by Debtor
None						

**SCHEDULE A-2**

**DEBTOR INFORMATION**

**Full legal name:** 1456744 Ontario Inc.

**Prior names:** T2 Systems-Canada, Inc.

**Predecessor companies:** T2 Systems-Canada, Inc., T2 Systems-Canada, Inc.

**Jurisdiction of incorporation or organization:** Ontario

**Address of chief executive office:** 762 Upper James Street, Suite 190, Hamilton, Ontario, L9C 3A2, Canada

**Addresses of all places where business is carried on or tangible Personal Property is kept:**  
N/A

**Jurisdictions in which all material account debtors are located:** No material account debtors

**Addresses of all owned real property:** N/A

**Addresses of all leased real property:** N/A

**Description of all “serial number” goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):** N/A

**Description of all material Permits:** N/A

**Subsidiaries of New Debtor:** None

**Instruments, Documents of Title and Chattel Paper of New Debtor:** None

**Pledged Certificated Securities:**

<b>Pledged Issuer</b>	<b>Securities Owned</b>	<b>% of issued and outstanding Securities of Pledged Issuer</b>	<b>Security Certificate Numbers</b>	<b>Security Certificate Location</b>
None				

**Pledged Securities Accounts:**

<b>Pledged Securities</b>	<b>Securities</b>	<b>Pledged Securities</b>	<b>Pledged Security</b>
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<b>Intermediary</b>	<b>Account Number</b>	<b>Intermediary's Jurisdiction</b>	<b>Entitlements</b>
None			

**Pledged Uncertificated Securities:**

<b>Pledged Issuer</b>	<b>Pledged Issuer's Jurisdiction</b>	<b>Securities Owned</b>	<b>% of issued and outstanding Securities of Pledged Issuer</b>
None			

**Pledged Futures Accounts:**

<b>Pledged Futures Intermediary</b>	<b>Futures Account Number</b>	<b>Pledged Futures Intermediary's Jurisdiction</b>	<b>Pledged Futures Contracts</b>
None			

**Registered trade-marks and applications for trademark registrations:**

<i>Country</i>	<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Licensed to or by Debtor</i>
None						

**Patents and patent applications:**

<i>Country</i>	<i>Title</i>	<i>Patent No.</i>	<i>Application Date</i>	<i>Date of Grant</i>	<i>Licensed to or by Debtor</i>
None					

**Copyright registrations and applications for copyright registrations:**

<b>Country</b>	<b>Work</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Licensed to or by Debtor</b>
None					

**Industrial designs/registered designs and applications for registered designs:**

<b>Country</b>	<b>Design</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Licensed to or by Debtor</b>
None						

**EXHIBIT A**  
**FORM OF SUPPLEMENT**  
**TO**  
**GENERAL SECURITY AGREEMENT**

**TO:** Name: Carlyle GMS Finance, Inc., as administrative agent and collateral agent  
Address: 520 Madison Avenue, 40th Floor, New York, NY 10022  
Attention: Tom Hennigan  
Facsimile: 212-813-4827  
Email: tom.hennigan@carlyle.com

**RECITALS:**

A. Reference is made to the General Security Agreement (the “**Security Agreement**”) dated as of September 28, 2016 entered into by T2 Systems Canada Inc. and 1456744 Ontario Inc. and certain of their affiliates which thereafter signs a Supplement, in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties).

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement, including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 35 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Debtors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement.

D. The undersigned (the “**New Debtor**”) has agreed to become a Debtor under the Security Agreement by executing and delivering this Supplement to the Agent.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the New Debtor, the New Debtor agrees with and in favour of the Agent (for its own benefit and for the benefit of the Secured Parties) as follows:

1. The New Debtor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 35 of the Security Agreement.

2. Effective from and after the date this Supplement is executed and delivered to the Agent by the New Debtor:

- (a) the New Debtor shall be, and shall be deemed for all purposes to be, a Debtor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if the New Debtor had been, as of the date of this Supplement, an original signatory to the Security Agreement as a Debtor; and

- (b) all Collateral of the New Debtor shall be subject to the Security Interests granted by the New Debtor as security for the due payment and performance of the Liabilities of the New Debtor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing, the New Debtor, as general and continuing collateral security for the due payment and performance of its Secured Liabilities, pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, the Collateral of the New Debtor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. The New Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that each of the representations and warranties made or deemed to have been made by it under the Security Agreement as a Debtor are true and correct on the date of this Supplement.

4. All of the information set out in Schedule A to this Supplement with respect to the New Debtor is accurate and complete as of the date of this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Debtor coming into the possession of the Agent, this Supplement and the Security Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Debtor free from any promise or condition affecting or limiting the liabilities of the New Debtor. No statement, representation, agreement or promise by any officer, employee or agent of the Agent or any Secured Party, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Debtor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of the New Debtor under this Supplement and the Security Agreement.

6. Delivery of an executed signature page to this Supplement by the New Debtor by facsimile or other electronic transmission shall be as effective as delivery by the New Debtor of a manually executed copy of this Supplement by the New Debtor.

7. This Supplement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8. This Supplement and the Security Agreement shall be binding upon the New Debtor and its successors. The New Debtor shall not assign its rights and obligations under this Supplement or the Security Agreement, or any of its rights or obligations in this Supplement or the Security Agreement.

Dated: [MONTH] [DAY], [YEAR]

[NEW DEBTOR]

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE A**

**DEBTOR INFORMATION**

**Full legal name:**

**Prior names:**

**Predecessor companies:**

**Jurisdiction of incorporation or organization:**

**Address of chief executive office:**

**Addresses of all places where business is carried on or tangible Personal Property is kept:**

**Jurisdictions in which all material account debtors are located:**

**Addresses of all owned real property:**

**Addresses of all leased real property:**

**Description of all “serial number” goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):**

**Description of all material Permits:**

**Subsidiaries of New Debtor:**

**Instruments, Documents of Title and Chattel Paper of New Debtor:**

**Pledged Certificated Securities:**

<b>Pledged Issuer</b>	<b>Securities Owned</b>	<b>% of issued and outstanding Securities of Pledged Issuer</b>	<b>Security Certificate Numbers</b>	<b>Security Certificate Location</b>

**Pledged Securities Accounts:**

<b>Pledged Securities Intermediary</b>	<b>Securities Account</b>	<b>Pledged Securities Intermediary's</b>	<b>Pledged Security Entitlements</b>
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	<b>Number</b>	<b>Jurisdiction</b>	

**Pledged Uncertificated Securities:**

<b>Pledged Issuer</b>	<b>Pledged Issuer's Jurisdiction</b>	<b>Securities Owned</b>	<b>% of issued and outstanding Securities of Pledged Issuer</b>

**Pledged Futures Accounts:**

<b>Pledged Futures Intermediary</b>	<b>Futures Account Number</b>	<b>Pledged Futures Intermediary's Jurisdiction</b>	<b>Pledged Futures Contracts</b>

**Registered trade-marks and applications for trademark registrations:**

<b>Country</b>	<b>Trade-mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Licensed to or by Debtor</b>

**Patents and patent applications:**

<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Application Date</b>	<b>Date of Grant</b>	<b>Licensed to or by Debtor</b>

**Copyright registrations and applications for copyright registrations:**

<b>Country</b>	<b>Work</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Licensed to or by Debtor</b>

**Industrial designs/registered designs and applications for registered designs:**

<b>Country</b>	<b>Design</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Licensed to or by Debtor</b>