THIS SUPPORT AGREEMENT is made this 21st day of April, 2011.

BETWEEN

THE GOLDFARB CORPORATION, a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Corporation**")

AND

2282173 ONTARIO LIMITED, a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as "**AcquireCo**")

AND

MARTIN GOLDFARB, an individual resident in Toronto, Ontario, Canada (hereinafter referred to as "**Martin Goldfarb**")

AND

STANLEY GOLDFARB, an individual resident in Toronto, Ontario, Canada (hereinafter referred to as "**Stanley Goldfarb**")

(each, a "**Party**" and collectively, the "**Parties**")

RECITALS:

A. The Corporation has agreed pursuant to this Agreement to call a special meeting (the "**Meeting**") of its Shareholders (as defined below) in order for Shareholders to consider and, if deemed advisable, authorize the filing of articles of amendment pursuant to Section 171 of the OBCA (as defined below) in order to effect: (i) the Amendment (as defined below); and (ii) the Consolidation (as defined below) of the issued and outstanding Class A subordinated voting shares in the capital of the Corporation (the "**Subordinated Voting Shares**") on the basis more particularly described in this Agreement, it being intended that AcquireCo will be the sole holder of the Subordinated Voting Shares holding at least one whole Subordinated Voting Share immediately following the Effective Time (as defined below) of the Consolidation.

B. The Parties desire to enter into this Agreement in order to establish, among other things, the terms upon which the Shareholders will support the Amendment and the Consolidation.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1 INTERPRETATION

In this Agreement, unless there is something in the context or subject matter, inconsistent therewith, the following defined terms shall have the meanings hereinafter set forth:

1.1 "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Ontario);

1.2 "**Agreement**" means this support agreement, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this support agreement;

1.3 "**Amendment**" means the amendments to the Articles of Amalgamation more particularly described in Schedule "C" attached hereto;

1.4 "**Articles of Amalgamation**" means the Articles of Amalgamation of the Corporation having an effective date of December 2, 1986, as amended in 1995;

1.5 "**associate**" has the meaning ascribed to that term in the *Securities Act* (Ontario);

1.6 "**Board**" means the board of directors of the Corporation;

1.7 "**Business Day**" means any day on which commercial banks are generally open for business in Toronto, Ontario, other than a Saturday, Sunday or a day observed as a holiday in Toronto, Ontario under applicable laws;

1.8 "**Circular**" means the management information circular of the Corporation to be used in connection with the Meeting and all amendments or supplements thereto, if any, together with any other required documents;

1.9 "**Class B Shares**" means the Class B shares in the capital of the Corporation;

1.10 "**Consideration**" means the sum of (i) the Premium and (ii) the *pro -rata* portion of the Net Cash, the amount so determined being the consideration to be paid by the Corporation to a holder of Subordinated Voting Shares (other than (a) a Dissenting Shareholder and (b) AcquireCo) with respect to each Subordinated Voting Share held by such shareholder prior to the Effective Date of the Consolidation;

1.11 "**Consolidation**" has the meaning ascribed to it in Section 2.1(a);

1.12 "**Corporation**" means The Goldfarb Corporation;

1.13 "**Depositary**" means Computershare Trust Company of Canada or such other person the Parties may agree in writing;

1.14 "**Depositary Agreement**" has the meaning ascribed thereto in Section 3.1.2(f);

1.15 "**Director**" means the director appointed pursuant to Section 278 of the OBCA;

1.16 “**Dissenting Shareholder**” means a registered Subordinated Voting Shareholder who is a Minority Shareholder and who has validly exercised his or her or its dissent rights under and strictly in accordance with the provisions of Section 185 of the OBCA in respect of the Consolidation;

1.17 “**Effective Date**” means, unless otherwise agreed in writing by the parties, (i) with respect to the Amendment, the date the Amendment becomes effective, such date to occur prior to the Effective Date of the Consolidation and not later than 3 Business Days following approval of the Amendment at the Meeting and (ii) with respect to the Consolidation, the date the Consolidation becomes effective, such date to occur after the Effective Date of the Amendment but not later than 6 Business Days following the approval of the Consolidation at the Meeting;

1.18 “**Effective Time**” means the time on the Effective Date at which (i) the Amendment or (ii) the Consolidation, as applicable, shall become effective;

1.19 “**Incremental Costs**” means $75,000 on account of certain fees, costs and expenses plus applicable taxes which are attributable to certain cost of the transactions contemplated herein and which exceed certain costs otherwise attributable to a wind-up of the Corporation in the ordinary course;

1.20 “**Letter of Transmittal**” means the letter of transmittal to be delivered to Subordinated Voting Shareholders, together with the Circular, in connection with the Meeting;

1.21 “**MI 61-101**” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

1.22 “**Material Fact**” means a fact in relation to the Subordinated Voting Shares that would reasonably be expected to have a significant effect on the market price or value of the Subordinated Voting Shares;

1.23 “**Meeting**” has the meaning ascribed to it in the Recitals;

1.24 “**Meeting Date”** means June 9, 2011, unless the Meeting is adjourned, delayed or postponed in accordance with Section 3.1.2(d) in which case “**Meeting Date**” shall refer to the date to which the Meeting is adjourned, delayed or postponed;

1.25 “**Minority Shareholders**” means all holders of Subordinated Voting Shares, other than AcquireCo, Martin Goldfarb and Stanley Goldfarb, and all persons acting jointly or in concert with them;

1.26 “**Net Cash**” means the cash and cash equivalents of the Corporation net of all liabilities (which liabilities shall include the Incremental Costs) on the date that is one Business Day prior to the Effective date of the Consolidation;

1.27 “**OBCA**” means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as promulgated or amended from time to time;

1.28 "**Outside Date**" means August 31, 2011;

1.29 "**Premium**" means $0.10 plus an amount equal to the Incremental Costs divided by the number of Subordinated Voting Shares outstanding prior to the Effective Date of the Consolidation (excluding the Subordinated Voting Shares held by (i) Dissenting Shareholders and (ii) AcquireCo);

1.30 "**Record Date**" means the record date for the Meeting, such date to be not later than May 9, 2011;

1.31 "**Registrar and Transfer Agent**" means Computershare Investor Services Inc., the registrar and transfer agent of the Corporation;

1.32 "**Shareholders**" means collectively, the holders of Subordinated Voting Shares and the holders of Class B Shares;

1.33 "**Special Committee**" means the special committee of the Board comprised of Irving Abella and Robert Sutherland, which was established on January 5, 2011, in order to consider, *inter alia*, the proposed Consolidation;

1.34 "**Subordinated Voting Shares**" has the meaning ascribed to it in the Recitals;

1.35 "**Subordinated Voting Shareholder**" means a holder of Subordinated Voting Shares; and

1.36 "**Terminating Party**" has the meaning ascribed thereto in Section 6.2(c).

2 THE AMENDMENT AND THE CONSOLIDATION

2.1 Terms of the Consolidation

Subject to satisfaction or, if capable of waiver, waiver of the terms and conditions set out in this Agreement:

(a) on the Effective Date of the Amendment, articles of amendment shall be filed by the Corporation with the Director effecting the Amendment;

(b) after giving effect to Section 2.1(a) above, on the Effective Date of the Consolidation, articles of amendment shall be filed by the Corporation with the Director effecting the consolidation of the outstanding Subordinated Voting Shares such that each Subordinated Voting Shareholder that is not (i) a Dissenting Shareholder or (ii) AcquireCo shall receive for each Subordinated Voting Share held by such Subordinated Voting Shareholder prior to the Effective Time of the Consolidation a fraction of a Subordinated Voting Share equal to the quotient obtained by dividing 1 by 1,597,578, or such other number as AcquireCo may reasonably require, (the "**Consolidation**"), with the result that AcquireCo shall as at the Effective Time of the Consolidation be the sole Subordinated Voting

Shareholder holding at least one whole Subordinated Voting Share upon completion of the Consolidation; and

(c) No certificate shall be issued for any fractional Subordinated Voting Share arising by virtue of the Consolidation, and such holders of fractional interests shall not be entitled to exercise any of the rights of Shareholders in respect of any fractional Subordinated Voting Share other than (i) in the case of Subordinated Voting Shareholders that are not (i) Dissenting Shareholders or (ii) AcquireCo, the right to receive an amount determined by multiplying the Consideration by the number of Subordinated Voting Shares held by such Subordinated Voting Shareholders immediately prior to the Effective Time, such payment to be made without interest or deduction by the Depositary following presentation and surrender to the Depositary for cancellation of the certificate(s) representing such Subordinated Voting Shares, along with a properly executed Letter of Transmittal on or after the Effective Date of the Consolidation and (ii) in the case of Minority Shareholders that are Dissenting Shareholders the right to be paid the fair value for their Subordinated Voting Shares in accordance with Section 185(4) of the OBCA.

2.2 The Board of Directors of the Corporation

Promptly after the Effective Time of the Consolidation, the Board shall be reconstituted and AcquireCo shall designate the new directors of the Board.

3 COVENANTS

3.1 Covenants of the Corporation

The Corporation covenants and agrees that from the date hereof until the earlier of the Effective Date of the Consolidation and termination of this Agreement, except as otherwise expressly permitted or specifically provided by this Agreement or as is otherwise required by applicable law:

3.1.1 as promptly as practicable after the execution of this Agreement, the Corporation shall publish notice of the Record Date and set the Record Date and prepare the Circular and shall ensure that the Circular provides the Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and the Circular shall include the unanimous determination of the Special Committee that the Consolidation is fair to the Minority Shareholders, is in the best interests of the Corporation and the Minority Shareholders, and include the unanimous recommendation of the Board that the Shareholders vote in favour of the Amendment and the Consolidation.

3.1.2 the Corporation shall:

(a) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect at any time prior to any Effective Date;

(b) use its reasonable commercial efforts to mail to the Shareholders the Circular and other documentation required in order to convene and hold the Meeting by the Meeting Date;

(c) use commercially reasonable efforts to fulfill or cause fulfillment of the conditions relating to it set forth in Section 5 as soon as reasonably possible;

(d) not adjourn, delay or postpone the Meeting or the Meeting Date unless (i) required by applicable law or the rules of the NEX, a separate board of the TSX Venture Exchange, or (ii) required by a court of competent jurisdiction or required by or as a result of any requirements imposed by any securities regulatory authority having jurisdiction over the Corporation, provided that any adjournment, delay or postponement permitted pursuant to (i) and (ii) above shall be limited to the minimum length of time necessary;

(e) conduct and hold the Meeting in accordance with the articles and by-laws of the Corporation and as required by law;

(f) prior to the date of mailing of the Circular appoint the Depositary and enter into a depositary agreement with the Depositary in form and substance satisfactory to AcquireCo, acting reasonably (the "**Depositary Agreement**");

(g) make all necessary filings and applications under Canadian federal and provincial laws and regulations required to be made on the part of the Corporation in connection with the transactions contemplated herein and the Meeting and shall take all commercially reasonable action necessary to be in compliance with such laws and regulations;

(h) not issue any additional Subordinated Voting Shares or Class B Shares or any security which may be exercised for or converted into such shares;

(i) at the request of AcquireCo obtain from such members of the Board and from such officers of the Corporation as AcquireCo may request resignations and releases (the form of release being set out at Schedule "A" attached hereto) (which shall only become effective at the Effective Time of the Consolidation), not later than three (3) Business Days before the Effective Date of the Amendment pursuant to which such directors shall resign at the Effective Time of the Consolidation, with a nominee of AcquireCo to be appointed to the Board immediately after each such resignation at the Effective Time of the Consolidation;

(j) immediately prior to the Effective Time of the Consolidation segregate funds equal to the maximum aggregate Consideration which may be payable in connection with the Consolidation and shall subsequently deposit with the Depositary such funds and cause the Depositary to furnish the other Parties with written confirmation of same on the date of such deposit;

(k) take such steps as are necessary (and as are approved in advance in writing by AcquireCo) to ensure that the Corporation has sufficient funds to enable the Corporation to (i) make the deposit required by Section 3.1.2(j) hereof and (ii) satisfy the tests in Section 31(3) of the OBCA; and

(l) ensure that the D&O Insurance Coverage is maintained during the Run-Off Period;

3.2 Covenants of AcquireCo, Martin Goldfarb and Stanley Goldfarb

3.2.1 AcquireCo, Martin Goldfarb and Stanley Goldfarb jointly and severally covenant and agree that from the date hereof until the earlier of the Effective Date of the Consolidation or termination of this Agreement, except as otherwise expressly permitted or specifically provided by this Agreement:

(a) AcquireCo, Martin Goldfarb and Stanley Goldfarb shall not take or permit any action that would render, or may reasonably be expected to render, any representation or warranty made by any of them in this Agreement untrue in any material respect at any time prior to any Effective Date;

(b) AcquireCo, Martin Goldfarb and Stanley Goldfarb shall use their commercially reasonable efforts to fulfill or cause fulfillment of the conditions relating to them set forth in Section 5 herein as soon as reasonably possible;

(c) AcquireCo, Martin Goldfarb and Stanley Goldfarb, as applicable, shall, and shall cause their associates and affiliates referenced to in Section 4.2.1 to vote in favour of the Amendment and the Consolidation at the Meeting;

(d) Martin Goldfarb and Stanley Goldfarb, as applicable, shall not, and shall ensure that their associates and affiliates referenced to in Section 4.2.1 do not, withdraw any proxies (if any) delivered to the Corporation, the Registrar and Transfer Agent or the Depositary in connection with the Meeting;

(e) Until the earlier of (i) the Effective Date of the Consolidation and (ii) the termination of this Agreement in accordance with its terms herein neither Martin Goldfarb or Stanley Goldfarb shall (directly or through their associates and affiliates referenced to in Section 4.2.1) sell or permit to be sold any Subordinated Voting Shares or Class B Shares except for the transfer or sale of the Class B Shares and Subordinated Voting Shares to AcquireCo; and

(f) AcquireCo, Martin Goldfarb and Stanley Goldfarb shall provide the Corporation with all relevant information concerning them for inclusion in the Circular to enable the Corporation to comply with applicable laws.

4 REPRESENTATIONS AND WARRANTIES

4.1 Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants and covenants to and with the other Parties hereto and acknowledges that such Parties are relying upon such representations and warranties and covenants in connection with the matters contemplated by this Agreement that:

4.1.1 the Board upon consultation with its legal advisors and having considered the favourable recommendation of the Special Committee, has unanimously determined that the Consideration offered to Minority Shareholders pursuant to the Consolidation is fair and that the Consolidation is in the best interests of the Corporation and its Minority Shareholders, has unanimously approved the Amendment, the Consolidation, and the entering into of this Agreement and has resolved to unanimously recommend that the Shareholders vote in favour of the Amendment and the Consolidation;

4.1.2 the payment of the aggregate Consideration which may be payable in connection with the Consolidation is and on the Effective Date of the Consolidation shall be permitted by the OBCA;

4.1.3 the Corporation has filed with securities regulators in each such jurisdiction all documents required to be filed under applicable Canadian securities laws (it being understood that no representation, warranty or covenant is being given as to the timeliness of any such filing); and

4.1.4 subject to the receipt of the resignations and releases in Section 3.1.2(i), the Corporation shall secure and prepay directors' and officers' liability insurance coverage by not later than the Effective Date of the Amendment from a reputable and financially sound insurance carrier containing policy terms and conditions no less advantageous to the present and former directors and officers of the Corporation than those contained in the Corporation's policy in effect on the date hereof for the current and former directors and officers of the Corporation on a six year (the "**Run-Off Period**") "trailing" (or 'run-off') basis commencing on the Effective Date of the Consolidation with respect to any claim related to any period or time at or prior to the Effective Date of the Consolidation (the "**D&O Insurance Coverage**").

4.2 Representations, Warranties and Covenants of AcquireCo, Martin Goldfarb and Stanley Goldfarb

AcquireCo, Martin Goldfarb and Stanley Goldfarb jointly and severally represent, warrant and covenant to and with the other Parties hereto and acknowledge that such Parties are relying upon such representations, warranties and covenants in connection with the matters contemplated by this Agreement that:

4.2.1 as of the date hereof, Martin Goldfarb and Stanley Goldfarb, together with their respective affiliates and associates (other than the Corporation) beneficially own, or control or direct, directly or indirectly, 1,599,578 Subordinated Voting Shares and 182,000 Class B Shares and immediately prior to the Effective Date of the Consolidation, AcquireCo will be the registered and beneficial owner of 1,597,578 Subordinated Voting Shares and 182,000 Class B Shares;

4.2.2 AcquireCo has been duly incorporated and organized (other than with respect to the issuance of its share capital which will occur after the Effective Date of the Amendment) and is validly existing as a company under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own or lease its property and assets and to carry on any business currently conducted by it. AcquireCo has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. AcquireCo is wholly-owned and controlled, directly or indirectly, by Martin Goldfarb and Stanley Goldfarb; and

4.2.3 Martin Goldfarb and Stanley Goldfarb shall, promptly after the Effective Date of the Amendment and prior to the Effective Date of the Consolidation, transfer and shall cause their associates and affiliates referenced in Section 4.2.1 to transfer some but not all of their Class B Shares and Subordinate Voting Shares to AcquireCo such that immediately prior to the Effective Date of the Consolidation, AcquireCo shall be the registered and beneficial owner of 182,000 Class B Shares and 1,597,578 Subordinate Voting Shares.

5 CONDITIONS PRECEDENT

5.1 Conditions to Obligations of the Corporation

The obligations of the Corporation to effect the Amendment and the Consolidation, are subject to the satisfaction, at or before the applicable Effective Time of the following conditions:

5.1.1 the Consolidation shall have been approved by:

(i) not less than two-thirds of the votes cast in respect thereof by Shareholders (voting together as a class) attending the Meeting in person or represented by proxy; and

(ii) a “majority of the minority” of the votes cast in respect thereof, for the purposes of MI 61-101, by Minority Shareholders attending the Meeting in person or represented by proxy;

5.1.2 The Amendment shall have been approved by:

(i) not less than two-thirds of the votes cast in respect thereof by holders of Subordinate Voting Shares attending the Meeting in person or represented by proxy;

(ii) a “majority of the minority” of the votes cast in respect thereof, for the purposes of MI 61-101, by Minority Shareholders attending the Meeting in person or represented by proxy; and

(iii) not less than two-thirds of the votes cast in respect thereof by holder of Class B Shares attending the Meeting in person or represented by proxy;

5.1.3 the Corporation shall have entered into full and final release agreements (the form of release being set out at Schedule “B” attached hereto) with the directors and officers of the Corporation who are resigning as of the Effective Date of the Consolidation in favour of such directors and officers; and;

5.1.4 each of the acts and undertakings of AcquireCo, Martin Goldfarb and Stanley Goldfarb to be performed by any one or all of them on or before the applicable Effective Date or the Meeting Date, as applicable, pursuant to the terms of this Agreement shall have been duly performed in all material respects;

5.1.5 except as affected by the transactions contemplated by this Agreement, the representations and warranties of AcquireCo, Martin Goldfarb and Stanley Goldfarb contained in this Agreement shall be true in all material respects immediately prior to each Effective Date with the same effect as though such representations and warranties had been made at and as of such date; and

5.1.6 the Corporation has received all necessary regulatory approvals and/or third party consents to complete the transactions contemplated herein;

The conditions in Sections 5.1.1 to 5.1.6 are for the exclusive benefit of the Corporation and may be asserted by the Corporation regardless of the circumstances or may be waived by the Corporation in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Corporation may have.

5.1.7 The Corporation covenants with Martin Goldfarb and Stanley Goldfarb that notwithstanding the satisfaction, or if capable of waiver, waiver, of the conditions in Section 5.1, the Corporation shall not effect the Consolidation at any time whatsoever, or permit the implementation of the Consolidation (in each case notwithstanding the approval of the Shareholders and the Minority Shareholders of the Amendment and the Consolidation at the Meeting) if (i) the conditions in

Section 5.2 for the benefit of AcquireCo, Martin Goldfarb and Stanley Goldfarb are not satisfied or if capable of waiver, waived by them or (ii) this Agreement is terminated in accordance with its terms.

5.2 Conditions to Obligations of AcquireCo, Martin Goldfarb and Stanley Goldfarb

The obligations of AcquireCo, Martin Goldfarb and Stanley Goldfarb to consummate the transactions contemplated to be completed on the applicable Effective Date or the Meeting Date, as applicable, are subject to the satisfaction, at or before the applicable Effective Date or the Meeting Date, as applicable, of the following conditions:

5.2.1 each of the acts and undertakings of the Corporation to be performed by it on or before the applicable Effective Date or the Meeting Date, as applicable, pursuant to the terms of this Agreement shall have been duly performed in all material respects;

5.2.2 except as affected by the transactions contemplated by this Agreement, the representations and warranties of the Corporation contained in this Agreement shall be true in all material respects immediately prior to each Effective Date or the Meeting Date, as applicable, with the same effect as though such representations and warranties had been made at and as of such date;

5.2.3 holders of no more than 5% of Subordinated Voting Shares shall have exercised dissent rights in accordance with the provision of Section 185 of the OBCA;

5.2.4 AcquireCo shall be the largest registered and beneficial owner of Subordinated Voting Shares and all other Subordinated Voting Shareholders shall hold (beneficially and as of record) less Subordinated Voting Shares than AcquireCo;

5.2.5 the Corporation shall immediately prior to the Effective Date of the Consolidation have at least $4,400,000 in cash and cash equivalents net of all liabilities (including for greater certainty the liabilities of the Corporation to pay the Consideration in connection with the Consolidation);

5.2.6 the directors and officers of the Corporation who are resigning as of the Effective Date of the Consolidation and the Corporation shall have entered into full and final release agreements in favour of the Corporation (the form of release being set out at Schedule “A” attached hereto).

5.2.7 Martin Goldfarb is alive on the Effective Date of the Amendment; and

5.2.8 the conditions specified in Sections 5.1.1 and 5.1.2 shall have been satisfied.

The conditions in this Section 5.2 are for the exclusive benefit of AcquireCo, Martin Goldfarb and Stanley Goldfarb and may be asserted by AcquireCo, Martin Goldfarb and Stanley Goldfarb regardless of the circumstances or may be waived by AcquireCo, Martin Goldfarb and Stanley Goldfarb in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which AcquireCo, Martin Goldfarb and Stanley Goldfarb may have.

6 MISCELLANEOUS

6.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Meeting, be amended by written agreement of the Parties hereto without, subject to applicable law, further notice to or authorization on the part of the Shareholders, and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein.

6.2 Termination

(a) This Agreement may, prior to the filing of articles of amendment with the Director giving effect to the Consolidation, be terminated by mutual written agreement of the Parties without further action on the part of the Shareholders;

(b) This Agreement shall terminate automatically if the Amendment and the Consolidation are not approved by the Shareholders at the Meeting in the manner set forth in Section 5.1;

(c) Notwithstanding any other rights contained herein, this Agreement may be terminated by any Party (a "**Terminating Party**") upon written notice to the other Parties if a condition precedent of a Terminating Party's obligations set forth in Section 5 shall not have been satisfied on or before the date required for the performance thereof, provided that the failure to so satisfy is not caused by the fault of the Terminating Party;

(d) This Agreement may be terminated by any Party if the Consolidation and the Amendment have not become effective on or before the Outside Date, provided that the Terminating Party is not in default under this Agreement;

(e) This Agreement may be terminated by AcquireCo, Martin Goldfarb and Stanley Goldfarb if the Meeting is adjourned, delayed or postponed to a date that is on or after the Outside Date, provided that the Terminating Party is not in default under this Agreement; and

(f) This Agreement may be terminated by AcquireCo, Martin Goldfarb and Stanley Goldfarb (i) if AcquireCo is not, or will not be, the largest holder of Subordinated Voting Shares at any time from the date hereof until the date immediately prior to the Effective Date of the Consolidation, or (ii) if Martin Goldfarb dies prior to the Effective Date of the Amendment;

The Parties hereto acknowledge and agree that Sections 5.1.7 and 6.3 shall survive the termination and expiration of this Agreement and continue in full force and effect following any termination or expiration of this Agreement.

6.3 Expenses

Other than the Incremental Costs, each Party shall pay all fees, costs and expenses incurred by such Party in connection with this Agreement, the Consolidation, the Amendment and all related matters. In the event that this Agreement is terminated in the circumstances described in Section 6.2, AcquireCo, Martin Goldfarb and Stanley Goldfarb jointly and severally agree to immediately pay the Incremental Costs to the Corporation.

6.4 Fiduciary Duties of Directors

No provision of this Agreement shall require the Corporation to cause any of its directors to take any action, or refrain from taking any action, that would prevent such individual from fulfilling his fiduciary obligations as a director of the Corporation. The foregoing shall not be interpreted to diminish, limit, restrict or otherwise affect in any way any covenant or agreement of the Corporation under this Agreement or be construed as a forgiveness or waiver of any breach.

6.5 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.6 Execution and Counterparts

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

6.7 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

6.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, oral and written, between such Parties with respect to the subject matter hereof. This Agreement may be amended only by written instrument executed by all of the Parties hereto.

6.9 Currency

All sums of money referred to in this Agreement, unless otherwise specified herein, are expressed in Canadian dollars.

6.10 No Assignment

This Agreement may not be assigned by any Party without the prior written consent of each of the remaining Parties. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

6.11 Waiver

The failure of any Party to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise by any Party of any of its rights provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, notwithstanding any previous action or proceeding taken by it hereunder. Any waiver by any Party of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement been executed as of the date first above written.

THE GOLDFARB CORPORATION

Per: *Karen Killeen* (signed)

Name:
Title:
I have authority to bind the Corporation

2282173 ONTARIO LIMITED

Per: *Martin Goldfarb* (signed)

Name:
Title:
I have authority to bind the company

Peter Dunne (signed)

Witness Signature

Name :Peter Dunne
(print)

Martin Goldfarb (signed)

MARTIN GOLDFARB

Peter Dunne (signed)

Witness Signature

Name: Peter Dunne
(print)

Stanley Goldfarb (signed)

STANLEY GOLDFARB

SCHEDULE "A"

Form of Release
(From Certain Officers and Directors)

FULL AND FINAL RELEASE

TO: THE **GOLDFARB CORPORATION** (the "**Corporation**")

WHEREAS the Corporation, AcquireCo, Martin Goldfarb and Stanley Goldfarb entered into a support agreement (the "**Support Agreement**") dated April <*>, 2011, pursuant to which, *inter alia*, the Class A subordinated voting shares in the capital of the Corporation (the "**Subordinated Voting Shares**") would be consolidated such that AcquireCo would be the sole remaining holder of at least one whole Subordinated Voting Share as at the Effective Time of the Consolidation;

AND WHEREAS the Support Agreement provides, among other things, that subject to the receipt of the resignations and releases from certain officers and directors of the Corporation as requested by AcquireCo, the Corporation shall secure and prepay directors' and officers' liability insurance coverage by not later than the Effective Date of the Amendment from a reputable and financially sound insurance carrier containing policy terms and conditions no less advantageous to the present and former directors and officers of the Corporation than those contained in the Corporation's policy in effect on the date hereof for the current and former directors and officers of the Corporation on a six year (the "**Run-Off Period**") "trailing" (or 'run-off') basis commencing on the Effective Date of the Consolidation with respect to any claim related to any period or time at or prior to the Effective Date of the Consolidation (the "**D&O Insurance Coverage**");

AND WHEREAS the undersigned is a director and/or officer of the Corporation;

NOW THEREFORE WITNESSETH that in consideration of the release provided by the Corporation in favour of the undersigned, the covenants made by the Corporation in favour of the directors and officers of the Corporation in the Support Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged):

1. The undersigned, for himself/herself, as applicable, his/her heirs, executors, legal personal representatives and administrators (collectively, the "**Releasor**"), hereby irrevocably and unconditionally releases, remises and forever discharges the Corporation and its wholly-owned subsidiary corporations and each of their successors and assigns (collectively, the "**Releasee**") from any and all actions, causes of action (whether direct or derivative), suits or proceedings, executions, judgments, duties, debts, accounts, contracts, covenants (whether express or implied), claims and demands whatsoever, whether contingent or otherwise, known or unknown, for all losses, liabilities, damages, indemnities, costs, expenses, interest or injury of every nature and kind whether in law or in equity (collectively, the "**Claims**") that the Releasor ever had, now has or may have in the future against the Releasee in any way relating to, arising

out of or in connection with the Releasor having been a director or officer of the Corporation, or any associated or affiliated corporations or entities of the Corporation, in each case existing up to and including the Effective Date of the Consolidation, except in each case for any Excluded Claims.

As used herein, "**Excluded Claims**" means any Claims relating to or arising as a result of the failure of the Corporation to (i) pay any and all amounts owing to the Releasor on account of accrued and unpaid salary, directors fees, benefits or other compensation, and entitlements to indemnity existing by statute, directors' and officers' insurance (including the D&O Insurance) or any indemnity agreement between the Corporation and the undersigned, and (ii) comply with its obligations under the Support Agreement.

2. The Releasor agrees and undertakes not to acquiesce or participate in, encourage or instigate, directly or indirectly, any Claims by other persons or entities against the Releasee or any other persons or entities which may claim contribution or indemnification from the Releasee in connection with any released Claims.

3. In the event that any provision or portion of any provision of this Release is held to be invalid, illegal, or unenforceable under any applicable law, such invalidity, illegality or unenforceability shall not affect the validity and enforceability of the remainder of this Release and shall not affect the validity and enforceability of this Release as a whole or in any other jurisdiction or against any other parties other than the party in respect of whom that provision or portion of any provision of this Release was held to be invalid, illegal or unenforceable.

4. This Release shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Releasor hereby attorns to the non-exclusive jurisdiction of the courts of such Province in respect of any dispute arising out of or under this Release, including the interpretation and application thereof.

5. This Release shall be binding upon the undersigned, his or her heirs, executors, legal personal representatives and administrators and shall enure to the benefit of and be enforceable by the Corporation and its successors and assigns.

6. This Release shall become effective, without the need for any further formality or action by the Releasor or the Corporation on the Effective Date of the Consolidation.

7. The Releasee acknowledges, confirms and agrees that the Releasee had the opportunity to seek and was not prevented nor discouraged by any party hereto from seeking independent legal advice prior to the execution and delivery of this Release and that, in the event that the Releasee did not avail himself/herself with that opportunity prior to signing this Release, the Releasee did so voluntarily without any undue pressure and agrees that the Releasee's failure to obtain independent legal advice should not be used by him or her, as applicable, as a defence to the enforcement of the Releasee's obligations under this Agreement. For greater certainty, the Releasee further acknowledges and agrees that Cassels Brock & Blackwell LLP is legal counsel to the Corporation and not the Releasee in connection with this Release.

Any capitalized terms that are not defined herein shall have their meaning ascribed to them in the Support Agreement.

IN WITNESS WHEREOF the Releasor has executed this document at ________________ on ________________ ______, 2011 with effect as at the time specified in the immediately preceding paragraph.

SIGNED AND DELIVERED IN THE PRESENCE OF:	)	
	)	
	)	
________________________________	)	________________________________
Witness	)	Name:
________________________________	)	
Name (Print)		

SCHEDULE “B”

Form of Release
(From Corporation)

FULL AND FINAL RELEASE

WHEREAS The Goldfarb Corporation (the “**Releasor**” or the “**Corporation**”) entered into a support agreement (the “**Support Agreement**”) dated April <*>, 2011, between the Corporation, AcquireCo, Martin Goldfarb and Stanley Goldfarb, pursuant to which, *inter alia*, the Class A subordinated voting shares of the Corporation (the “**Subordinated Voting Shares**”) would be consolidated such that AcquireCo would be the sole remaining holder of at least one whole Subordinated Voting Share as at the Effective Time of the Consolidation;

AND WHEREAS the Support Agreement provides, among other things, that subject to the receipt of the resignations and releases from certain officers and directors of the Corporation as requested by AcquireCo, the Corporation shall secure and prepay directors’ and officers’ liability insurance coverage by not later than the Effective Date of the Amendment from a reputable and financially sound insurance carrier containing policy terms and conditions no less advantageous to the present and former directors and officers of the Corporation than those contained in the Corporation’s policy in effect on the date hereof for the current and former directors and officers of the Corporation on a six year (the “**Run-Off Period**”) “trailing” (or ‘run-off’) basis commencing on the Effective Date of the Consolidation with respect to any claim related to any period or time at or prior to the Effective Date of the Consolidation (the “**D&O Insurance Coverage**”);

NOW THEREFORE WITNESSETH that in consideration of the execution of a release by the Releasee (as defined below) in favour of the Corporation and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Releasor agrees that:

1. In this full and final release (the “**Release**”), the following words and phrases have the following meanings:

“**Claims**” means any and all actions, causes of actions (whether direct or derivative), suits or proceedings, executions, judgements, duties, debts, accounts, contracts, covenants (whether express or implied), claims and demands whatsoever, whether contingent or otherwise, known or unknown, for all losses, liabilities, damages, indemnities, costs, expenses, interest or injury of every nature and kind whether in law or in equity.

“Excluded Claims” means any Claims that the Releasor ever had, has now or may have in the future, against the Releasee, relating to or arising as a result of fraud, criminal conduct or wilful misconduct on the part of the Releasee.

“**Releasee**” means <*>**.**

“**Released Claims**” means any and all Claims which the Releasor, its wholly-owned subsidiaries or any of their respective successors or assigns has now or may have in the future, against the Releasee in any way relating to, arising out of or in connection with the Releasee having been a director and/or officer of the Releasor, in each case existing up to an including the Effective Date of the Consolidation, except in each case for any Excluded Claims.

Any capitalized terms that are not defined herein shall have their meaning ascribed to them in the Support Agreement.

2. The Releasor, its wholly-owned subsidiaries and their respective successors and assigns hereby irrevocably and unconditionally releases, remises and forever discharges the Releasee from any and all Released Claims.

3. The Releasor agrees and undertakes not to acquiesce or participate in, encourage or instigate, directly or indirectly, any Claims by other persons or entities against the Releasee or any other persons or entities who may claim contribution or indemnification from the Releasee in connection with any Released Claims.

4. In the event that any provision or portion of any provision of this Release is held to be invalid, illegal, or unenforceable under any applicable law, such invalidity, illegality or unenforceability shall not affect the validity and enforceability of the remainder of this Release and shall not affect the validity and enforceability of this Release as a whole or in any other jurisdiction or against any other parties other than the party in respect of whom that provision or portion of any provision of this Release was held to be invalid, illegal or unenforceable.

5. This Release shall be binding on the Releasor and its successors and assigns and shall enure to the benefit of and be enforceable by the Releasee and his heirs, executors, legal personal representatives and administrators.

6. This Release shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Releasor agrees to attorn to the non-exclusive jurisdiction of the courts of such province in respect of any dispute arising out of or under this Release, including the interpretation and application thereof.

7. This Release shall become effective, without the need for any further formality or action by the Releasee or the Corporation on the Effective Date of the Consolidation.

IN WITNESS WHEREOF the Releasor has executed, attested to by the hand of its duly authorized officer, and delivered this Release this _____ day of April <*>, 2011.

THE GOLDFARB CORPORATION

Per: ______________________________
Name:
Title:

SCHEDULE "C"

Amendment

The Articles of Amalgamation of the Corporation shall be amended as follows:

1.1 By deleting in its entirety the third sentence of Section 3.1 of Section C Class B Shares and Subordinated Voting Shares.

1.2 By deleting in its entirety the text in Section 5.1(iv) of Section C Class B Shares and Subordinated Voting Shares and substituting the following text:

"a transfer or pledge of Class B Shares or of voting securities in the capital of 529964 or any other Class B Holder, or of any interest in any such securities to AcquireCo."

1.3 By deleting in its entirety the text in Section 7.0 of Section C Class B Shares and Subordinated Voting Shares.