

FIRST AMENDMENT DATED APRIL 11, 2017  
TO FOURTH AMENDED AND RESTATED LOAN AGREEMENT  
DATED JUNE 24, 2016.

AMONG:

POLLARD BANKNOTE LIMITED,  
POLLARD HOLDINGS, INC.,  
as Borrowers

- and -

POLLARD (U.S.) LTD.,  
POLLARD GAMES, INC.,  
as Guarantors

- and -

THE TORONTO-DOMINION BANK,  
as Lead Arranger and Bookrunner

- and -

THE TORONTO-DOMINION BANK,  
BANK OF MONTREAL,  
CANADIAN WESTERN BANK  
and any other LENDER or LENDERS,  
who become parties hereto  
as Canadian Revolver Facility Lenders

-and-

THE TORONTO-DOMINION BANK,  
as Canadian Agent and  
Canadian Swing Line Lender

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,  
BANK OF MONTREAL (CHICAGO BRANCH),  
and any other LENDER or LENDERS who become parties hereto  
as U.S. Revolver Facility Lenders

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,  
as U.S. Swing Line Lender

- and -

TORONTO DOMINION (TEXAS) LLC,  
as U.S. Agent

THOMPSON DORFMAN SWEATMAN LLP  
2200 - 201 Portage Avenue  
Winnipeg, Manitoba  
R3B 3L3  
Matter No. 0147500 JAR

RECITALS:

- A. The parties hereto are parties to a Fourth Amended and Restated Loan Agreement dated June 24, 2016 (the "Loan Agreement").
- B. The parties hereto have proposed certain amendments to the Loan Agreement.
- C. The parties hereto have agreed to the proposed amendments upon the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I  
INTERPRETATION**

Unless otherwise specified, all references to Sections or Schedules in this Agreement are to sections of or schedules to the Loan Agreement. For the purposes of this Agreement, capitalized terms that are not defined in this Agreement have the meanings given to them in the Loan Agreement, as amended by this Agreement.

**ARTICLE II  
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Each of the Borrowers and the Guarantors represents and warrants to each of the Agents and the Lenders that:

- (a) each of the representations and warranties as set forth in the Loan Agreement and the other Loan Documents is true and correct with the same force and effect as if made as of the date hereof, except to the extent that any such representation and warranty relates solely to an earlier date;
- (b) each of the Pollard Parties and their Subsidiaries have fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it at or prior to the date hereof; and
- (c) no Default or Event of Default has occurred and is continuing under the Loan Agreement.

**ARTICLE III  
AMENDMENTS**

3.1 Section 1.1 - "New Definitions"

Section 1.1 of the Loan Agreement is amended by adding the following new defined terms in alphabetical order:

**"Date of 100% Innova Ownership"** has the meaning specified in Section 8.1(aa).

**"Innova"** means Innova Gaming Group Inc., and its successors and permitted assigns.

**"Innova Indebtedness"** means Consolidated Total Debt owing by Innova in the maximum aggregate amount of [REDACTED].

3.2 Section 1.1 - "Consolidated EBITDA"

The definition of "Consolidated EBITDA" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

**"Consolidated EBITDA"** means, for any period, with respect to any Person, Consolidated Earnings:

(a) increased (to the extent such items are deducted in calculating Consolidated Earnings) by the sum of (A) Consolidated Interest Charges, (B) Consolidated Income Tax Expense, and (C) Consolidated Depreciation and Amortization Expense;

(b) increased or decreased, as the case may be, by any unrealized foreign exchange gains or losses and any mark-to-market gains or losses on foreign currency contracts;

(c) excluding extraordinary gains (including gains from asset sales) or losses;

(d) increased by any Tresu Press related [REDACTED] to a maximum of [REDACTED]; and

(e) increased by any dividends, distributions and management fees from Investments that are received in cash by any of the Pollard Parties and are not already included in Consolidated Earnings; however, the amount of such cash dividends, distributions and management fees being added to Consolidated Earnings is not to represent more than [REDACTED] of Consolidated EBITDA. For clarity, any non-cash dividends, distributions and management fees from Investments included in Consolidated Earnings must be excluded;

based on a trailing historical four (4) quarter basis.

For certainty, so long as the Canadian Borrower owns less than 100% of the issued and outstanding shares of Innova, but greater than 50.1%, the EBITDA of Innova will be included in the Consolidated EBITDA of the Canadian Borrower, but only in direct proportion to the percentage of issued and outstanding shares of Innova owned by the Canadian Borrower. (That is, if the Canadian Borrower owns, for example, 60% of the issued and outstanding shares of Innova, 60% of the EBITDA of Innova will be included in the Consolidated EBITDA of the Canadian Borrower.) Notwithstanding the foregoing, the EBITDA of Innova, when combined with all cash dividends, distributions and management fees under (e) above, shall not in the aggregate represent more than █████ of Consolidated EBITDA.

3.3 Section 1.1 - “Consolidated Net Short Term Debt”

The definition of “Consolidated Net Short Term Debt” in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

**“Consolidated Net Short Term Debt”** means, in respect of any Person, consolidated Short Term Debt of such Person and its Consolidated Subsidiaries net of cash and cash equivalents of such Person on an unrestricted basis, free of any escrow or cash collateral or similar arrangement, of such Person, determined in accordance with IFRS on a consolidated basis and on deposit with any one or more of the Lenders. For clarity, the cash and cash equivalents of Innova will be excluded for purposes of netting against the Consolidated Short Term Debt of the Canadian Borrower, but only during such time as the Canadian Borrower owns less than 100% of the issued and outstanding shares of Innova.

3.4 Section 1.1 - “Consolidated Total Debt”

The definition of “Consolidated Total Debt” in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

**“Consolidated Total Debt”** means, in respect of any Person, the aggregate of Consolidated Long Term Debt and Consolidated Net Short Term Debt of such Person. For clarity, Innova Indebtedness is excluded from Consolidated Total Debt of the Canadian Borrower, but only during such time as the Canadian Borrower owns less than 100% of the issued and outstanding shares of

Innova, and only if the Innova Indebtedness is non-recourse to the Borrowers and Guarantors.

3.5 Section 1.1 - "Permitted Debt"

The definition of "Permitted Debt" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

**"Permitted Debt"** means the following Debt: (a) all present and future real and personal property lease liabilities incurred in the ordinary course of the Business; (b) Purchase Money Debt incurred in the ordinary course of business in an aggregate principal amount (including capitalized interest) not exceeding [REDACTED], on a consolidated basis; (c) the Pollard Equities Sub Debt; (d) such other Debt of any of the Borrowers or Guarantors that is approved and consented to from time to time in advance in writing by the Agents and the Majority Lenders, in their sole and absolute discretion; and (e) as of the Date of 100% Innova Ownership, the Innova Indebtedness.

3.6 Section 1.1 - "Permitted Liens"

The definition of "Permitted Liens" in Section 1.1 of the Loan Agreement is amended by replacing subsection (r) with subsection (r) below, and adding subsection (s) as set out below:

(r) as of the Date of 100% Innova Ownership, Liens securing the Innova Indebtedness; and

(s) any Liens other than the Liens described in paragraphs (a) to (r) above existing on the date hereof and disclosed in Schedule G, but not any extension or renewal of any Lien which is disclosed in Schedule G but not otherwise described in paragraphs (a) to (r) above and only to the extent that such Liens are not extended to any other Property and there is no increase in the amount secured thereby as of the date of this Agreement.

3.7 Section 1.1 - "Pollard Equities Sub Debt"

The definition of "Pollard Equities Sub Debt" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

**"Pollard Equities Sub Debt"** means collectively, the Debt:

(1) not to exceed \$6,132,000, owing to PEL by the Canadian Borrower, on terms and conditions satisfactory to the Lenders including, without limitation: (A) full subordination to the Obligations pursuant to an inter-creditor agreement, on terms acceptable to the Lenders; (B) seven (7) year term from April 2, 2014; (C) the Canadian Borrower may make equal quarterly payments of principal to allow repayment in full at the end of the seven (7) year term; (D) interest rate is not to exceed nine (9%) percent; (E) no cross default to the Credit Facilities; (F) no rights of acceleration until the Credit Facilities are paid in full and cancelled; (G) no payment of principal or interest is permitted after a Default or Event of Default or if a Default or Event of Default would occur as a result of such payment; (H) indefinite standstill for realization until the Credit Facilities are paid in full and cancelled; (I) terms and conditions are to be less restrictive than the Credit Facilities; and (J) unsecured or secured with ranking subsequent to the Credit Facilities; and

(2) not to exceed [REDACTED], owing to PEL by the Canadian Borrower, on terms and conditions satisfactory to the Lenders including, without limitation: (A) full subordination to the Obligations pursuant to an inter-creditor agreement, on terms acceptable to the Lenders; (B) seven (7) year term from April 11, 2017; (C) the Canadian Borrower may make equal quarterly payments of principal to allow repayment in full at the end of the seven (7) year term; (D) interest rate is not to exceed nine (9%) percent; (E) no cross default to the Credit Facilities; (F) no rights of acceleration until the Credit Facilities are paid in full and cancelled; (G) no payment of principal or interest is permitted after a Default or Event of Default or if a Default or Event of Default would occur as a result of such payment; (H) indefinite standstill for realization until the Credit Facilities are paid in full and cancelled; (I) terms and conditions are to be less restrictive than the Credit Facilities; and (J) unsecured or secured with ranking subsequent to the Credit Facilities.

### 3.8 Section 2.6(f) - Mandatory Prepayments

Section 2.6(f) of the Loan Agreement is deleted in its entirety and replaced with the following:

(f) In addition to all other mandatory repayment obligations provided for in this Agreement, if one or more of the Borrowers or the Guarantors proposes to issue Debt (net of reasonable transaction costs) (the “Issued Amount”), excluding Pollard

Equities Sub Debt, to other than a Borrower or a Guarantor, the Borrowers shall reduce the Total Outstandings under the Canadian Revolver Facility, the U.S. Revolver Facility, the Canadian Swing Line Facility and the U.S. Swing Line Facility in an amount equal to the Issued Amount. Such repayment shall be applied by the applicable Agent to the said Revolver Facilities and Swing Line Facilities in such amounts as will result in a pro rata decrease in the Total Outstandings thereunder. Each such mandatory repayment shall be paid to the Canadian Agent immediately after such issuance.

3.9 Section 8.1(aa) - Positive Covenants - Innova

The following is added as a new section 8.1(aa):

(aa) Innova Acquisition. If, at any time, any one or more of the Pollard Parties own 100% of the issued and outstanding shares of Innova (the "Date of 100% Innova Ownership"), the Borrowers shall cause Innova, within 45 days of the Date of 100% Ownership, to: (i) provide to the applicable Agent a Guarantee and Security Documents creating first charge security on all Property of Innova, together with such opinions and other documents as such Agent and its counsel may require, all in form and substance acceptable to such Agent and its counsel; and (ii) execute a counterpart to this Agreement or otherwise become a party to this Agreement, as a Guarantor.

3.10 Section 8.2(h) - Negative Covenants - Investments

Section 8.2(h) of the Loan Agreement is deleted in its entirety and replaced with the following:

Investments. Make or commit to make any direct or indirect Investment, except: (i) Investments having a Permitted Rating; (ii) financial Investments which do not have a Permitted Rating provided that there is no breach of the ten percent (10%) maximum described in Section 8.2(s); (iii) Permitted Acquisitions; (iv) an Investment which has been approved by the Agents, upon direction from the Majority Lenders, acting reasonably; (v) Intercompany Debt and other Debt permitted by Section 8.2(e) or 8.2(g); or (vi) the acquisition of up to 100% of the issued and outstanding shares of Innova, for an aggregate purchase price not exceeding [REDACTED] (not including transaction costs) and a per share purchase price not exceeding [REDACTED], with a minimum of [REDACTED] of the Investment to be

funded by way of the Pollard Equities Sub Debt described in subsection (2) of the definition of Pollard Equities Sub Debt.

3.11 Section 8.2(j) - Negative Covenants - Corporate Distributions

Section 8.2(j) of the Loan Agreement is deleted in its entirety and replaced with the following:

Corporate Distributions. (i) Permit any redemption or repurchase of any of the Canadian Borrower's Shares; nor (ii) make or commit to make any Corporate Distributions after the occurrence of a Default or Event of Default or if a Default or Event of Default would occur as a result of such Corporate Distribution; nor (iii) make, or commit to make any Corporate Distributions, in any other circumstances if, after the making of such Corporate Distributions, the Pollard Parties will not be able to meet their obligations under the Loan Documents, including payment obligations and compliance with the financial covenants in Section 8.3; nor (iv) in addition to the prohibitions in (ii) and (iii) above, make or commit to make any payment or prepayment of the Pollard Equities Sub Debt, except for the equal quarterly payments permitted in paragraphs (1)(C) and (2)(C) of the definition of Pollard Equities Sub Debt and except for prepayments using Net Equity Proceeds if, as of the date of receipt of the Net Equity Proceeds, the Leverage Ratio for the most recently ended Financial Quarter for which financial statements have been delivered pursuant to Section 8.1(a) is less than 2.50x and if, after such prepayment, the Leverage Ratio remains less than 2.50x.

3.12 Schedules

Each of the following schedules to the Loan Agreement shall be deleted in its entirety and replaced with the corresponding schedule attached hereto:

- (a) Schedule L - Material Agreements
- (b) Schedule O - Security Documents

**ARTICLE IV  
CONDITION TO EFFECTIVENESS**

This Agreement shall become effective upon receipt by each of the Agents of:

- (a) a copy of this Agreement executed and delivered by each of the Borrowers, each of the Guarantors and the other parties hereto;
- (b) a copy of the Subordination and Postponement Agreement, executed and delivered by each of Pollard Banknote Limited and Pollard Equities Limited, evidencing the subordination and postponement of the Pollard Equities Sub Debt described in subsection (2) of the definition of Pollard Equities Sub Debt; and
- (c) payment of all fees and expenses which are due on or before the date hereof and which have been previously agreed in writing between the Borrowers and the Agents and/or one or more Lenders.

## **ARTICLE V MISCELLANEOUS**

### 5.1 Ratification and Confirmation of Loan Documents

Except as specifically amended by this Agreement, nothing herein shall be deemed to be a waiver of any covenant or agreement contained in the Loan Agreement or any of the Loan Documents and the Loan Agreement and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by each of the parties hereto. Each of the Borrowers and the Guarantors confirms that all security delivered to or for the benefit of the Collateral Agent and/or the Lenders remains in full force and effect and secures all indebtedness, liabilities and obligations of each of the Borrowers and the Guarantors under the Loan Agreement and each of the Loan Documents, as amended by this Agreement.

### 5.2 Reference in Loan Documents to Loan Agreement

Each reference in the Loan Documents to the “Loan Agreement”, the “Amended and Restated Loan Agreement” or any other reference to the same effect shall mean and be a reference to the Loan Agreement, as amended by this Agreement.

### 5.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which may be delivered by facsimile transmission or by email in pdf format and shall be deemed to be an original, but all of which shall together constitute one agreement.

### 5.4 Loan Documents

This Agreement constitutes a Loan Document.

### 5.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

5.6 Costs and Expenses

The Borrowers hereby agree to pay to the Agents, on demand by the Agents, at any time and as often as either of the Agents may require, whether or not all or any of the transactions contemplated by this Agreement are consummated, all fees and disbursements of each of the Agents, each of the Lenders and each of their respective legal advisors engaged by them in connection with the preparation, negotiation, execution, delivery, administration, interpretation or enforcement of this Agreement, the Loan Agreement or any other Loan Document and any agreements delivered in connection with the transactions contemplated hereby or thereby.

5.7 Further Assurances

Each of the parties hereto shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the expense of the Borrowers.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

POLLARD BANKNOTE LIMITED  
as Borrower

Per: \_\_\_\_\_  
(Authorized Signing Officer)

POLLARD HOLDINGS, INC. as Borrower

Per: \_\_\_\_\_  
(Authorized Signing Officer)


POLLARD GAMES, INC. as Guarantor

Per: \_\_\_\_\_  
(Authorized Signing Officer)

POLLARD (U.S.) LTD. as Guarantor

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Agent

Per:   
(Authorized Signing Officer)

Per: Vice President, Loan Syndications-Agency  
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Lead Arranger and Bookrunner

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

CANADIAN WESTERN BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Lead Arranger and Bookrunner

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

~~Per: \_\_\_\_\_  
(Authorized Signing Officer)~~  
MARK NARBEBY  
AUTHORIZED SIGNATORY

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

MARK NARBEBY  
AUTHORIZED SIGNATORY

BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

**Mark Narbey**  
Vice President

THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

CANADIAN WESTERN BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

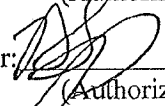
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(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Lead Arranger and Bookrunner

Per:  \_\_\_\_\_  
(Authorized Signing Officer)

Per:  **DUSTIN SPRINGETT**  
(Authorized Signing Officer) Senior Analyst  
Commercial National Accounts

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

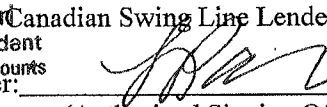
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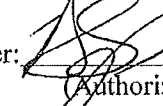
BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)


THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

Per:  \_\_\_\_\_  
(Authorized Signing Officer)

Per:  **DUSTIN SPRINGETT**  
(Authorized Signing Officer) Senior Analyst  
Commercial National Accounts

THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per:  \_\_\_\_\_  
(Authorized Signing Officer)

Per:  **DUSTIN SPRINGETT**  
(Authorized Signing Officer) Senior Analyst  
Commercial National Accounts

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

CANADIAN WESTERN BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Loretta Palandri  
Associate Vice President  
Commercial National Accounts

Loretta Palandri  
Associate Vice President  
Commercial National Accounts

THE TORONTO-DOMINION BANK  
as Canadian Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Lead Arranger and Bookrunner

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(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

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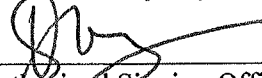
THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per:  \_\_\_\_\_  
(Authorized Signing Officer) **Malk Amery, CPA, CMA**  
Director, Corporate Finance

Per:  \_\_\_\_\_  
(Authorized Signing Officer) **Vish Bhatia**  
Managing Director  
BMO Corporate Finance

CANADIAN WESTERN BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

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THE TORONTO-DOMINION BANK  
as Canadian Agent

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NEW YORK BRANCH  
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(Authorized Signing Officer)

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THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: *Randon Gardley* Randon Gardley  
Vice President  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per: *Malik Amery* Malik Amery, CPA, CMA  
Director  
Corporate Finance  
(Authorized Signing Officer)

Per: *Vish Bhatia* Vish Bhatia  
Managing Director  
BMO Corporate Finance  
(Authorized Signing Officer)

CANADIAN WESTERN BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Lead Arranger and Bookrunner

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL (CHICAGO  
BRANCH)  
as U.S. Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

TORONTO DOMINION (TEXAS) LLC  
as U.S. Agent

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Swing Line Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

THE TORONTO-DOMINION BANK  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

BANK OF MONTREAL  
as Canadian Revolver Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

CANADIAN WESTERN BANK  
as ~~Canadian Revolver~~ Facility Lender

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Stan Seto  
Senior Manager

John Plant  
AVP, Corporate Lending

## SCHEDULE L

### MATERIAL AGREEMENTS

[See reference in Section 7.1(q)]

<b>Agreement</b>	<b>Parties</b>	<b>Execution Date</b>
Subordination and Postponement Agreement	Pollard Banknote Limited, The Toronto-Dominion Bank, Pollard Equities Limited	January 1, 2015
Subordination of Indebtedness Agreement	Pollard Banknote Limited, Pollard (U.S.) Ltd., Pollard Games, Inc., Pollard Holdings, Inc.	January 1, 2015
Amended and Restated Subordination and Postponement Agreement	Pollard Banknote Limited, The Toronto-Dominion Bank, Pollard Equities Limited	April 11, 2017

## **SCHEDULE O SECURITY DOCUMENTS**

### **General Security Agreements**

- General Security Agreement granted by Pollard Holdings, Inc. dated October 30, 2009
- General Security Agreement granted by Pollard (U.S.) Ltd. dated October 30, 2009
- General Security Agreement granted by Pollard Games, Inc. dated October 30, 2009
- General Security Agreement granted by Pollard Banknote Limited dated January 1, 2015

### **Unlimited Guarantees**

- Unlimited Guaranty of the obligations of Pollard Holdings, Inc. given by Pollard (U.S.) Ltd. dated October 30, 2009
- Unlimited Guaranty of the obligations of Pollard Holdings, Inc. given by Pollard Games, Inc. dated October 30, 2009
- Unlimited Guarantee of the obligation of Pollard Holdings, Inc. given by Pollard Banknote Limited dated January 1, 2015
- Unlimited Guaranty of the obligations of Pollard Banknote Limited given by Pollard Holdings, Inc. dated January 1, 2015
- Unlimited Guaranty of the obligations of Pollard Banknote Limited given by Pollard (U.S.) Ltd. dated January 1, 2015
- Unlimited Guaranty of the obligations of Pollard Banknote Limited given by Pollard Games, Inc. dated January 1, 2015

### **Pledge Agreements**

- Pledge of Cash and Collateral granted by Pollard Holdings, Inc. dated October 30, 2009
- Pledge Agreement granted by Pollard Banknote Limited dated January 1, 2015

### **Mortgage of Real Property**

- Mortgage granted by Pollard (U.S.) Ltd. to Toronto Dominion (New York) LLC dated October 30, 2009, regarding the lands and premises in Ypsilanti, Michigan
- Mortgage Granted by Pollard Banknote Limited to The Toronto-Dominion Bank dated July 20, 2005, regarding lands in Barrhead, Alberta, as amended by a Mortgage Amending Agreement dated October 20, 2009

### **Other**

- Deposit Account Control Agreement between Pollard Games, Inc., Wells Fargo and Toronto Dominion (New York) LLC dated October 30, 2009
- Reaffirmation Agreement from Pollard (U.S.) Ltd. dated January 1, 2015
- Reaffirmation Agreement from Pollard Games, Inc. dated January 1, 2015
- Reaffirmation Agreement from Pollard Holdings, Inc. dated January 1, 2015

- Subordination of Indebtedness Agreement from Pollard Banknote Limited dated January 1, 2015
- Amended and Restated Subordination and Postponement Agreement among Pollard Banknote Limited, The Toronto-Dominion Bank and Pollard Equities Limited dated April 11, 2017