

SECOND AMENDMENT AGREEMENT

THIS SECOND AMENDMENT AGREEMENT (this "Agreement") is entered into as of June 28, 2018 among ARITZIA LP, as Borrower and as a Credit Party (the "Borrower"), ARITZIA INC., ARITZIA GP INC., ARITZIA US HOLDINGS INC., UNITED STATES OF ARITZIA INC., ARITZIA WASHINGTON, LLC, ARITZIA CALIFORNIA, LLC, ARITZIA OREGON, LLC and ARITZIA ILLINOIS, LLC, as Guarantors and as Credit Parties (the "Guarantors"), and together with the Borrower, the "Credit Parties"), CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent (the "Administrative Agent"), and the lenders party hereto, as Lenders.

WHEREAS the Credit Parties, the Administrative Agent, Canadian Imperial Bank of Commerce, as Issuing Bank, Swingline Lender, Sole Lead Arranger and Sole Bookrunner, HSBC Bank Canada, Bank of America, N.A., The Bank of Nova Scotia, and TD Securities, as Co-Syndication Agents, and the lenders from time to time parties thereto, as Lenders, are parties to that certain fifth amended and restated credit agreement dated as of September 2, 2016 (as amended by a first amendment agreement dated as of October 10, 2017, the "Credit Agreement");

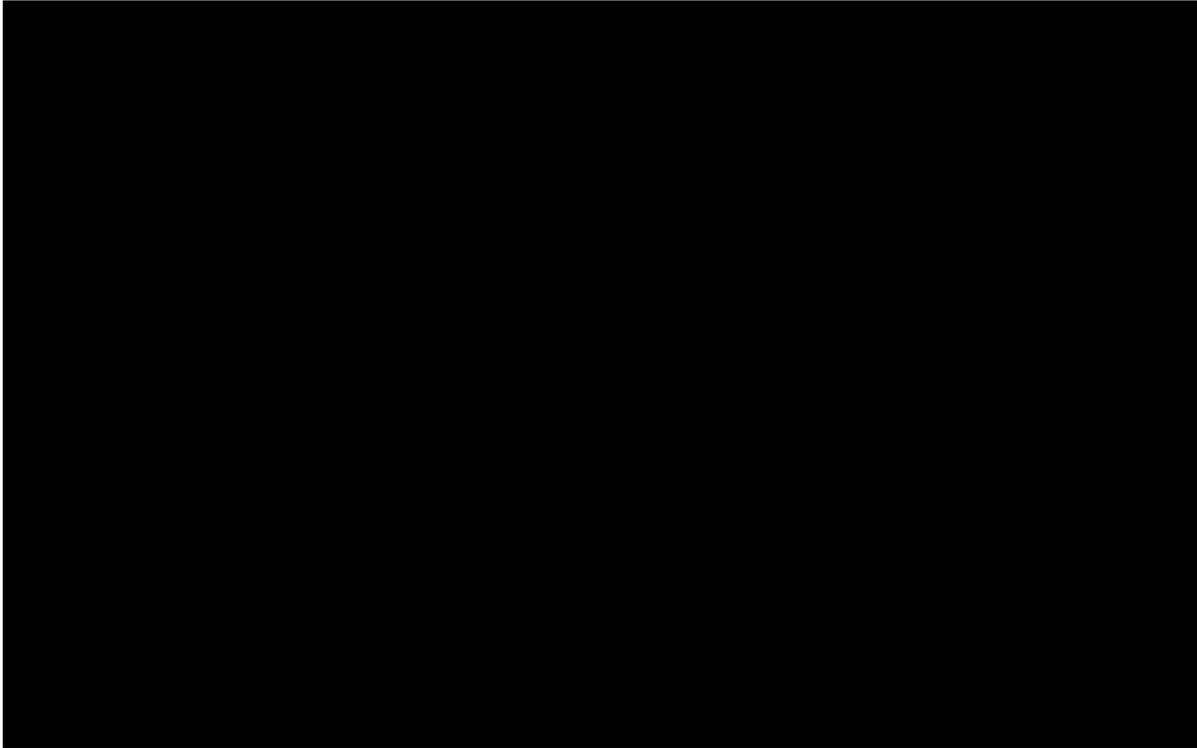
AND WHEREAS the parties hereto wish to amend the Credit Agreement as hereinafter provided;

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

1. **References.** Unless otherwise expressly stated herein, all references in this Agreement to clauses, Sections, Articles, Exhibits, and Schedules are references to clauses, Sections, Articles, Exhibits and Schedules of or to the Credit Agreement.
2. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement, as amended hereby.
3. **Amendments to Credit Agreement.** Effective as of the Second Amendment Effective Date (as defined below), the Credit Agreement is hereby amended as follows:
 - (a) The definition of "Amortization Payments" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.
 - (b) The definition of "Applicable Margin" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Applicable Margin**" means with respect to standby fees under the Revolving Credit, any Loan under the Revolving Credit or the Term Credit, or any Letter of Credit, the applicable rate per annum, expressed as a percentage, set forth in the relevant column and row of the table below, based on the Leverage Ratio as at the end of the most recently-completed Parent Fiscal Quarter with respect to

which the Borrower has delivered financial information to the Administrative Agent pursuant to Section 5.1.



For the period from the Effective Date through the first date on which financial statements of the Credit Parties and the related Compliance Certificate are delivered to the Administrative Agent pursuant to Section 5.1, the initial Applicable Margin shall be based upon a Leverage Ratio for the immediately preceding Rolling Period as set forth in the Compliance Certificate most recently delivered pursuant to the Existing Credit Agreement. Thereafter, the Applicable Margin shall change (to the extent necessary, if any) on the second day after each date on which the financial statements of the Credit Parties and the related Compliance Certificate are delivered to the Administrative Agent pursuant to Section 5.1 to reflect any change in the Leverage Ratio for the immediately preceding Rolling Period as set forth in such Compliance Certificate, or if such day is not a Business Day, then the first Business Day thereafter. For greater certainty, the parties agree that as of the Second Amendment Date, the Applicable Margin shall be based on the Compliance Certificate delivered by the Borrower to the Administrative Agent in respect of the period ended February 25, 2018. Notwithstanding the foregoing, if at any time the Borrower fails to deliver financial statements and the related Compliance Certificate as required by Section 5.1 on or before the date required pursuant to Section 5.1(a), 5.1(b) or 5.1(c), as applicable (such date, the "**Latest Permitted Delivery Date**"), the Applicable Margin shall be based upon a Leverage Ratio of greater than 2.5:1.0 and less than or equal to 3.0:1.0 as of the first Business Day after the Latest Permitted Delivery Date until the date the Administrative Agent receives all financing statements and Compliance Certificates that are then due pursuant to

Section 5.1 (and from such date of receipt and thereafter the Applicable Margin shall otherwise be determined in accordance with the rest of this definition).

- (c) The following new sentence is hereby added to the end of the definition of "Commitment" in Section 1.1 of the Credit Agreement:

As of the Second Amendment Date, the aggregate amount of (i) the Revolving Credit Commitments is Cdn.\$100,000,000 and (ii) the Term Commitments is Cdn.\$75,000,000.

- (d) The definition of "DSCR" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

- (e) The definition of "Excess Cash Flow" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

- (f) The definition of "Fee Letter" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Fee Letters**" means, collectively, (i) the fee letter dated as of June 28, 2018 between Canadian Imperial Bank of Commerce and the Borrower relating to the payment of certain upfront fees, and (ii) the fee letter dated as of June 28, 2018 between Canadian Imperial Bank of Commerce and the Borrower relating to the payment of certain arrangement and administration fees, in each case, as amended, supplemented, restated or otherwise modified from time to time.

- (g) The following new definition of "Interest Coverage Ratio" is hereby added to Section 1.1 of the Credit Agreement in the proper alphabetical order:

"**Interest Coverage Ratio**" means, with respect to any Rolling Period, the ratio of (a) EBITDA for such Rolling Period, to (b) Interest Expense for such Rolling Period.

- (h) Paragraph (c) of the definition of "Permitted Investments" is hereby deleted in its entirety and replaced with the following:

(c) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of Canada or of any Canadian province which has a long term rating of at least (i) A+ by Standard & Poor's, (ii) A1 by Moody's, or (iii) A(high) by DBRS;

- (i) The definition of "Revolving Credit Maturity Date" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"Revolving Credit Maturity Date" means May 22, 2022 (or, if such day is not a Business Day, the next Business Day thereafter), as such date may be extended from time to time pursuant to Section 2.6(c).

- (j) The following new definition of "Second Amendment Date" is hereby added to Section 1.1 of the Credit Agreement in the proper alphabetical order:

"Second Amendment Date" means June 28, 2018.

- (k) The definition of "Supplementary LC Facility Agreement" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"Supplementary LC Facility Agreement" means any agreement (together with any instruments or agreements entered into with or issued in connection with such agreement) which, when entered into, is between one or more Lenders and one or more Credit Parties and is an agreement with respect to the issuance of Non-Financial LCs (including Trade Letters of Credit) or Financial LCs for the benefit of one or more Credit Parties, provided that, if a counterparty/issuer under any such agreement shall cease to be a Lender under this Agreement, the relevant Credit Party or Credit Parties shall terminate such agreement with such counterparty/issuer no later than the first anniversary of the date on which such counterparty/issuer ceases to be a Lender (at the end of which time such agreement shall no longer constitute a Supplementary LC Facility Agreement). For greater certainty, each of (i) the LC facility agreement dated as of July 25, 2017 between Aritzia LP, as borrower, and Canadian Imperial Bank of Commerce, as lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time) and (ii) the facility letter dated as of January 24, 2017 between Aritzia LP, as borrower, and HSBC Bank Canada, as lender (as such agreement may be amended, restated, supplement or otherwise modified from time to time), constitutes a Supplementary LC Facility Agreement hereunder.

- (l) The definition of "Swap Agreement" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"Swap Agreement" means any agreement which, when entered into, is between a Lender, a directly or indirectly wholly-owned Affiliate of a Lender or another entity which is wholly owned, directly or indirectly, by any entity which owns, directly or indirectly, all of the equity interests of such Lender (without regard to whether a Lender which has entered into a Swap Agreement subsequently ceases to be a Lender under this Agreement) and one or more Credit Parties and is an agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for

payments only on account of services provided by current or former directors, officers, employees or consultants of the Credit Parties shall be a Swap Agreement.

- (m) The definition of "Term Credit Maturity Date" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Term Credit Maturity Date**" means May 22, 2022 (or, if such day is not a Business Day, the next Business Day thereafter).

- (n) The amount of "Cdn.\$30,000,000" in Section 2.1(g)(ii)(D) of the Credit Agreement is hereby deleted and replaced by "Cdn.\$50,000,000".

- (o) Section 2.7(b) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

The Borrower hereby unconditionally promises to pay to the Administrative Agent for the rateable account of each Term Credit Lender the full outstanding principal balance of the Term Loan on the Term Credit Maturity Date.

- (p) Section 2.9(a)(i) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

(a) [Reserved.]

- (q) The first two sentences of Section 2.9(a)(v) of the Credit Agreement are hereby deleted in their entirety and replaced by the following:

Prepayments of the Loans pursuant to this Section 2.9(a) shall be applied (A) first, to the permanent prepayment of the Term Credit and (B) second, to the permanent prepayment of amounts outstanding under the Revolving Credit and the permanent cancellation of a corresponding portion of the Revolving Credit. In the case of any prepayment pursuant to any of Sections 2.9(a)(ii) or (iii), the Borrower shall provide to the Administrative Agent written notice of such prepayment at least three Business Days prior to the date such prepayment is to be made.

- (r) The second to last sentence of Section 2.9(b) of the Credit Agreement is hereby deleted.

- (s) The following sentence is added to the end of Section 2.16(b) of the Credit Agreement:

Notwithstanding anything to the contrary in this Agreement, no Letter of Credit shall be issued to any beneficiary that is a Sanctioned Person.

- (t) The amount of "Cdn.\$5,000,000" in Section 2.17(a) of the Credit Agreement is hereby deleted and replaced by "Cdn.\$10,000,000".

- (u) The last paragraph of Section 4.1(i) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

provided that (A) if any of the foregoing documents are not suitable for use in any jurisdiction, the applicable Credit Party shall provide to the Administrative Agent alternative document(s) with substantially equivalent substantive effect and which are suitable for use in such jurisdiction, including, for the Province of Québec, deeds of hypothec or hypothec agreements, and (B) notwithstanding anything to the contrary in this Agreement, the Administrative Agent shall not accept any Lien from a Credit Party over an interest in real property located in the United States of America unless and until each Lender has confirmed its satisfaction, in each Lender's sole discretion, with all flood insurance arrangements in respect of such real property. It is expressly acknowledged and agreed that each of the Credits, all obligations of the Credit Parties under Swap Agreements permitted by Section 6.5, and all obligations of the Credit Parties under the Supplementary LC Facility Agreements permitted by Section 6.1 shall rank *pari passu* with each other in respect of the Security Documents.

- (v) Section 5.1(l) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

- (l) [reserved];

- (w) Section 5.1(n) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

- (n) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of any Credit Party, or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent may reasonably request;

- (x) Section 5.1(p) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

- (p) [reserved];

- (y) The first sentence of the last paragraph of Section 5.11 of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

Notwithstanding any other provision of this Agreement, and for greater certainty, leasehold mortgages of the Credit Parties' (or of any new Subsidiary's) leasehold interests, if any, in real property shall not be required in respect of retail store premises but rather, consistent with past practice, shall, subject to clause (B) in the last paragraph of Section 4.1(i), only be required in respect of distribution centre premises leased by any Credit Party or new Subsidiary.

- (z) Section 5.12(a) of the Credit Agreement is hereby deleted in its entirety and replaced by the following:

(a) Interest Coverage Ratio. Maintain as of the last day of each Parent Fiscal Quarter an Interest Coverage Ratio equal to or greater than 3.00 to 1.00 for such Rolling Period.

- (aa) The reference to "clause (u) " in Section 6.1(i) of the Credit Agreement is hereby deleted and replaced by "clause (t)".
- (bb) Schedule A to the Credit Agreement is hereby deleted in its entirety and replaced by Schedule A attached hereto.

4. **Confirmation of Credit Agreement and Security Documents**. Each of the Credit Parties hereby confirms and ratifies all of its obligations under the Credit Agreement, as amended hereby, and under each of the Security Documents and confirms that all such obligations remain in full force and effect, unamended, notwithstanding the amendments provided for in Section 3 of this Agreement.

5. **Representations and Warranties**. Each of the Credit Parties represents and warrants to the Lenders and the Administrative Agent that, on and as of the date hereof:

- (a) This Agreement has been duly authorized, executed and delivered by each of the Credit Parties and constitutes (together with the Credit Agreement, as amended hereby) a legal, valid and binding obligation of each of the Credit Parties, enforceable against each Credit Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditor's rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;
- (b) The representations and warranties of the Credit Parties set forth in the Credit Agreement (as amended hereby) and in the Security Documents are true and correct as if made on the date hereof (except where such representation or warranty refers to a different date);
- (c) no Default or Event of Default has occurred and is continuing; and
- (d) no Default or Event of Default shall occur upon this Agreement becoming effective on the Second Amendment Effective Date.

6. **Conditions to Effectiveness**. This Agreement shall become effective on the date on which all of the following conditions precedent, in each case in form and substance satisfactory to the Administrative Agent and the Lenders, have been fulfilled (the "Second Amendment Effective Date"):

- (a) the Administrative Agent shall have received this Agreement, duly executed by each relevant Credit Party;
- (b) the Administrative Agent shall have received the results of a recent lien search in each relevant jurisdiction with respect to all Credit Parties, and such search shall

reveal no liens on any of the assets of the Credit Parties except for Permitted Liens;

- (c) the Administrative Agent shall have received a favourable written opinion (addressed to the Administrative Agent and the Lenders and dated the Second Amendment Effective Date) of Stikeman Elliott LLP, Canadian counsel to the Credit Parties, and of Ropes & Gray LLP, U.S. counsel to the Credit Parties, in each case satisfactory to the Administrative Agent, acting reasonably, and covering such other matters relating to the Credit Parties, this Agreement, the other Loan Documents, or the Transactions as the Administrative Agent shall reasonably request (together with copies of all factual certificates and legal opinions delivered to such counsel in connection with such opinion upon which counsel has relied);
- (c) the Administrative Agent shall have received (i) certified copies of the resolutions of the general partner, board of directors or similar governing body, as applicable, of each Credit Party, dated as of the Second Amendment Effective Date, and approving, as appropriate, the Loans, this Agreement and the other Loan Documents, and all other documents, if any, to which such Credit Party is a party and evidencing authorization with respect to such documents; and (ii) a certificate of the secretary, assistant secretary, manager or general partner of each Credit Party, dated as of the Second Amendment Effective Date, and certifying (A) the name, title and true signature of each officer of such Person authorized to execute this Agreement and the other Loan Documents to which it is a party, (B) the name, title and true signature of each officer of such Person authorized to provide the certifications required pursuant to this Agreement, including certifications required pursuant to Section 5.1 of the Credit Agreement and Borrowing Requests, and (C) that attached thereto is a true and complete copy of the partnership agreement, limited liability company agreement or articles of incorporation and bylaws, as applicable, of each Credit Party, as amended to date, and a recent certificate of status, certificate of compliance, good standing certificate or analogous certificate;
- (d) the Administrative Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Second Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all legal fees and other out-of-pocket expenses required to be reimbursed or paid by the Credit Parties hereunder or under any other Loan Document;
- (e) the Borrower shall have repaid to the Administrative Agent for the rateable account of each Term Credit Lender an aggregate principal amount of the Term Loan equal to Cdn.\$43,738,000; and
- (f) the Borrower shall have furnished to the Administrative Agent such other documents, papers or requirements regarding the Credit Parties as Administrative Agent shall reasonably request.

7. **Interpretation.** On and after the Effective Date, all references to the "this Agreement" or the "Credit Agreement" and all similar references in any of the other Loan Documents shall hereafter include, mean and be a reference to the Credit Agreement, as amended hereby, without any requirement to amend such Loan Documents. This Agreement shall constitute a "Loan Document" under, and as defined in, the Credit Agreement.
8. **Binding Nature.** This Agreement shall enure to the benefit of and be binding upon each Credit Party, the Administrative Agent and the Lenders and their respective successors and permitted assigns.
9. **Severability.** Any provision of this Agreement which 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.
10. **Conflicts.** If, after the date of this Agreement, any provision of this Agreement is inconsistent with any provision of the Credit Agreement, the relevant provision of this Agreement shall prevail.
11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
12. **Counterpart and Facsimile.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by facsimile or other form of electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

[signatures on the next following pages]

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

ARITZIA LP, by its general partner
ARITZIA GP INC.

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Chief Financial Officer

ARITZIA GP INC.

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Chief Financial Officer

ARITZIA INC.

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Chief Financial Officer

ARITZIA US HOLDINGS INC.

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

UNITED STATES OF ARITZIA INC.

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

ARITZIA WASHINGTON, LLC

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

ARITZIA CALIFORNIA, LLC

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

ARITZIA OREGON, LLC

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

ARITZIA ILLINOIS, LLC

By: (Signed) "Todd Ingledew"
Name: Todd Ingledew
Title: Treasurer

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent**

By: (Signed) "Neermala Hurry"

Name: Neermala Hurry

Title: Assistant General Manager

By: (Signed) "David Evelyn"

Name: David Evelyn

Title: General Manager

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender**

By: (Signed) "Jurgen van Vuuren"

Name: Jurgen van Vuuren

Title: Authorized Signatory

By: (Signed) "Victor Ko"

Name: Victor Ko

Title: Authorized Signatory

**BANK OF AMERICA, N.A., CANADA
BRANCH, as Lender**

By: (Signed) "David Rafferty"

Name: David Rafferty

Title: Vice President

**THE TORONTO-DOMINION BANK, as
Lender**

By: (Signed) "Rahim Kabani"

Name: Rahim Kabani

Title: Managing Director

By: (Signed) "Ben Montgomery"

Name: Ben Montgomery

Title: Director

THE BANK OF NOVA SCOTIA, as
Lender

By: (Signed) "Nathalie Hull"

Name: Nathalie Hull

Title: Associate Director

By: (Signed) "Nick Dinkha"

Name: Nick Dinkha

Title: Director

ROYAL BANK OF CANADA, as Lender

By: (Signed) "Baljit Mann"

Name: Baljit Mann

Title: Authorized Signatory

By: (Signed) "Curtis Standerwick"

Name: Curtis Standerwick

Title: Authorized Signatory

BANK OF MONTREAL, as Lender

By: (Signed) "Martin Stevenson"

Name: Martin Stevenson

Title: Managing Director

CANADIAN WESTERN BANK, as
Lender

By: (Signed) "John Cherian"

Name: John Cherian

Title: AVP, Corporate Lending

By: (Signed) "Stan Seto"

Name: Stan Seto

Title: Senior Manager

HSBC BANK CANADA, as Lender

By: (Signed) "Reid Hamilton"
Name: Reid Hamilton
Title: AVP, Large Corporate Banking

By: (Signed) "Todd Patchell"
Name: Todd Patchell
Title: VP, Region Head of Large
Corporate BC

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH as Lender**

By: (Signed) "Nauman Muzaffar"
Name: Nauman Muzaffar
Title: Vice President

**SCHEDULE A
COMMITMENTS**

| <u>Lender</u> | <u>Aggregate Commitment (C\$)</u> | <u>Revolving Credit Commitment (C\$)</u> | <u>Term Credit Commitment (C\$)</u> |
|---|---|--|---|
| Canadian Imperial Bank of Commerce | \$28,700,000 | \$16,400,000 | \$12,300,000 |
| Bank of America, N.A., Canada Branch | \$21,350,000 | \$12,200,000 | \$9,150,000 |
| The Toronto-Dominion Bank | \$21,350,000 | \$12,200,000 | \$9,150,000 |
| HSBC Bank Canada | \$21,350,000 | \$12,200,000 | \$9,150,000 |
| The Bank of Nova Scotia | \$21,350,000 | \$12,200,000 | \$9,150,000 |
| Royal Bank of Canada | \$16,450,000 | \$9,400,000 | \$7,050,000 |
| Bank of Montreal | \$16,450,000 | \$9,400,000 | \$7,050,000 |
| JPMorgan Chase Bank, N.A., Toronto Branch | \$16,450,000 | \$9,400,000 | \$7,050,000 |
| Canadian Western Bank | \$11,550,000 | \$6,600,000 | \$4,950,000 |
| Total | \$175,000,000 | \$100,000,000 | \$75,000,000 |