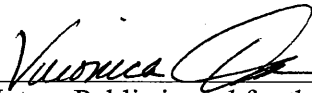


Tab E

THIS IS EXHIBIT "E" TO THE AFFIDAVIT

OF JACK KANE SWORN BEFORE ME

ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of Illinois



AMENDMENT TO FORBEARANCE AGREEMENT AND SECOND AMENDMENT

AMENDMENT TO FORBERANCE AGREEMENT AND SECOND AMENDMENT (this "Amendment") dated as of November 10, 2017 among TAPP LABEL COMPANY, LLC, a Delaware limited liability company (the "U.S. Borrower"), TAPP LABEL ULC, an British Columbia ULC (the "Canadian Borrower", and together with U.S. Borrower, the "Borrowers"), TAPP LABEL HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to (i) that certain Credit Agreement dated as of July 6, 2015 (as amended or otherwise supplemented or modified from time to time, the "Credit Agreement") and (ii) that certain Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as it is hereby amended, the "Forbearance Agreement").

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined herein, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, the Forbearance Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") and each reference to the Credit Agreement in the other Loan Documents (and indirect references such as "thereunder", "thereby", "therein" and "thereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Amended Language. Section 6(a)(iii) of the Forbearance Agreement is hereby amended by deleting the reference to "November 17, 2017" and replacing it with a reference to "December 8, 2017".

Section 3. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the date hereof:

3.01. each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and

warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date, and except that for purposes of this Section 3.01, the representations and warranties contained in subsections (a) and (b) of Section 5.04 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement; and

3.02. other than the Specified Events of Default (as defined in the Forbearance Agreement), no Default or Event of Default shall have occurred and be continuing, or would result therefrom.

Section 4. Conditions Precedent. The amendments to the Forbearance Agreement set forth in Section 2 above shall become effective as of the date (the "Amendment Effective Date"), upon which each of the following conditions precedent shall be satisfied or waived:

4.01. Execution. The Administrative Agent shall have received counterparts of this Amendment executed by Holdings, the Borrowers and the Required Lenders.

4.02. Costs and Expenses. The Borrowers shall have paid all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with this Amendment payable pursuant to Section 10.04 of the Credit Agreement.

Section 5. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended or waived above, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Amendment shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand. References in the Credit Agreement to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein", and "hereof") and in any Loan Document to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 6. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

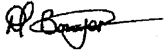
Section 7. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment is a Loan Document for all purposes of the Credit Agreement. This Amendment may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "*PDF*" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Amendment are for reference only and shall not affect the construction of this Amendment.

Section 8. GOVERNING LAW. THIS AMENDMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

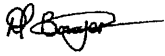
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

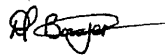
TAPP LABEL COMPANY, LLC

By: 
Name: David Bowyer
Title: Chief Executive Officer

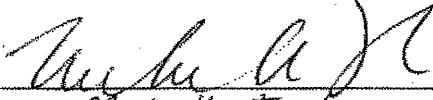
TAPP LABEL ULC

By: 
Name: David Bowyer
Title: Chief Executive Officer

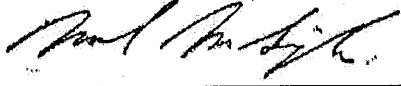
TAPP LABEL HOLDING COMPANY, LLC

By: 
Name: David Bowyer
Title: Chief Executive Officer

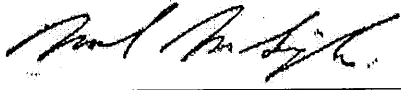
BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

By: 
Name: *Michelle Fesch*
Title: *Director*

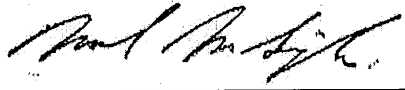
Audax Senior Loan Fund SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

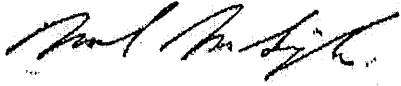
Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit Opportunities (SBA), LLC,
as a Lender

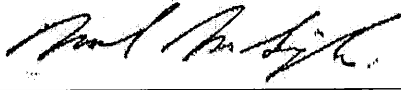
By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: Maranon Senior Credit GP II, L.P., its general
partner

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: 

Name:

Title:

Gregory M Long
Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender

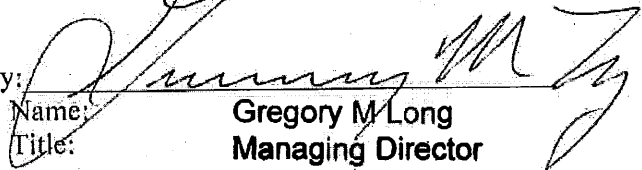
By: Maranon Capital, L.P., its designated manager

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:

Name:

Title:



Gregory M Long
Managing Director

MARANON SENIOR CREDIT IV, LLC,
as a Lender

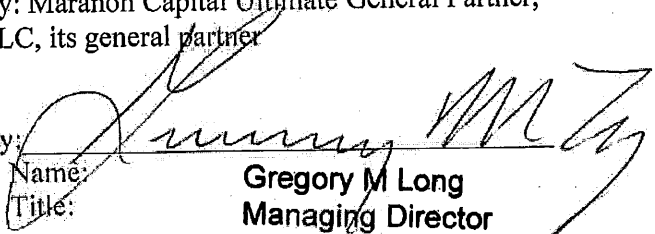
By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:

Name:

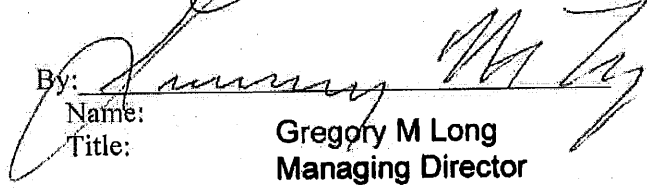
Title:


Gregory M Long
Managing Director

MARANON LOAN FUNDING 2015-1, LTD.,
as a Lender

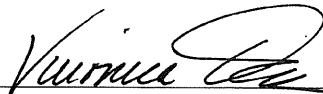
By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: 
Name: Gregory M Long
Title: Managing Director

Tab F

THIS IS EXHIBIT "F" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of ~~Illinois~~



AMENDMENT NO. 2 TO FORBEARANCE AGREEMENT AND SECOND AMENDMENT

AMENDMENT NO 2. TO FORBERANCE AGREEMENT AND SECOND AMENDMENT (this "Amendment") dated as of December 22, 2017 among TAPP LABEL COMPANY, LLC, a Delaware limited liability company (the "U.S. Borrower"), TAPP LABEL ULC, an British Columbia ULC (the "Canadian Borrower", and together with U.S. Borrower, the "Borrowers"), TAPP LABEL HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to (i) that certain Credit Agreement dated as of July 6, 2015 (as amended or otherwise supplemented or modified from time to time, the "Credit Agreement"), and (ii) that certain Forbearance Agreement and Second Amendment dated as of September 15, 2017, as amended by that certain Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 (as hereby further amended, the "Forbearance Agreement").

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined herein, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, the Forbearance Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") and each reference to the Credit Agreement in the other Loan Documents (and indirect references such as "thereunder", "thereby", "therein" and "thereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Amended Language.

(a) Section 2.01 of the Forbearance Agreement is hereby amended by replacing the reference to "January 15, 2018" with "January 31, 2018".

(b) Section 6(a) of the Forbearance Agreement is hereby amended and restated in its entirety to read as follows:

(a) Strategic Alternatives. Holdings and the Borrower shall pursue in good faith various strategic alternatives designed to realize an amount necessary

to repay the Obligations in full on or prior to the Forbearance Termination Date, and shall be subject to the following milestones:

(i) On or before November 1, 2017, Holdings and Borrowers shall have delivered to the Administrative Agent and Lenders a written plan in form and substance reasonably acceptable to the Lenders for one or more sale, refinancing and/or restructuring transactions which shall satisfy the Obligations in full by January 31, 2018.

(ii) [reserved].

(iii) On or before December 1, 2017, Holdings and Borrowers shall have delivered to the Administrative Agent and Lenders a 2018 annual consolidated budget for the Loan Parties, in form and substance reasonably acceptable to the Lenders.

(iv) If on or before October 31, 2017 the Borrowers determine that all West Coast Business operations will be ceased instead of sold, the Borrowers shall notify the Administrative Agent and the Lenders of that determination on or before October 31, 2017 and on or before November 17, 2017, the Borrowers shall have ceased all West Coast Business Operations.

(v) If on or before October 31, 2017 the Borrowers determine that all West Coast Business operations will be sold instead of ceased, the Borrowers shall notify the Administrative Agent and the Lenders of that determination on or before October 31, 2017.

(vi) On or before December 8, 2017, Holdings and Borrowers shall have delivered to the Administrative Agent and the Lenders at least one (1) letter of intent from third party purchasers of the Borrowers' assets or equity and/or financing providers which will generate net cash proceeds in an amount necessary to satisfy the Obligations in full no later than January 31, 2018.

(vii) On or before December 15, 2017, Holdings and Borrowers shall have delivered to the Administrative Agent and the Lenders a written update of its process in satisfying the Obligations in full by January 31, 2018 and, if such states the Borrowers are pursuing a refinancing transaction, at least one (1) commitment letter from a financing provider which will generate net cash proceeds in an amount necessary to satisfy the Obligations in full no later than January 31, 2018.

(viii) On or before January 31, 2018, Holdings and Borrowers shall have executed the definitive documentation for such sale, refinancing or restructuring and have used the proceeds of such transaction to satisfy the Obligations in full.

(c) Section 6(f) of the Forbearance Agreement is hereby amended and restated

in its entirety to read as follows:

(f) Forbearance Fee. If on January 31, 2018, (x) all of the existing Loans and Commitments under the Credit Agreement are assigned to one or more financing providers who are not Lenders or Affiliates of Lenders as of the date hereof or (y) Holdings and the Borrowers have executed the definitive documentation for a refinancing or restructuring and have used the proceeds of such transaction to satisfy the Obligations in full, the Borrower shall pay to the Lenders the balance of the Forbearance Fee in an amount equal to \$200,000 (which for the avoidance of doubt shall satisfy the Forbearance Fee in full). If such assignment, refinancing or restructuring described in the preceding sentence occurs prior to January 31, 2018, then no Forbearance Fee shall be paid to the Lenders. If such assignment, refinancing or restructuring does not occur on or prior to January 31, 2018, then the Borrowers shall pay to the Lenders the balance of the Forbearance Fee in an amount equal to \$474,000 on February 1, 2018 (which for the avoidance of doubt shall satisfy the Forbearance Fee in full).

(d) The Forbearance Agreement is hereby amended by adding the following as a new Section 13:

Section 13. Additional Agreements. Holdings, each Borrower, Administrative Agent and each Lender hereby agree as follows:

(a) As of December 22, 2017, the Canadian Revolving Credit Commitment is hereby terminated and no additional Revolving Loans may be made in Canadian Dollars.

(b) Within sixty (60) days of the date as of which Bank of Montreal is no longer the Administrative Agent under the Credit Agreement (or such longer period agreed to by Bank of Montreal in its sole discretion), the Loan Parties shall move any outstanding Treasury Management and Other Services maintained with Bank of Montreal or any of its Affiliates to other financial institutions not affiliated with Bank of Montreal.

(c) The repayment of the principal amounts of the U.S. Term Loan and the Canadian Term Loan required to be made on December 31, 2017 pursuant to Section 2.05(a) and (b) of the Credit Agreement shall be deferred until the earlier of (i) January 31, 2018 or (2) the closing date of the sale of the West Coast Business Operations.

(d) Notwithstanding anything to the contrary in the Credit Agreement or any other Loan Document, the Borrowers hereby consent to (i) any assignment by any Lenders of its Loans and/or Commitments under the Credit Agreement and (ii) any resignation by Bank of Montreal as Administrative Agent under the Credit Agreement. For the avoidance of doubt, no additional consent of the Borrower shall be required for any

such assignment or resignation.

Section 3. Representations and Warranties of the Borrowers and Holdings.

The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the date hereof:

3.01. each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date, and except that for purposes of this Section 3.01, the representations and warranties contained in subsections (a) and (b) of Section 5.04 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement; and

3.02. other than the Specified Events of Default (as defined in the Forbearance Agreement), no Default or Event of Default shall have occurred and be continuing, or would result therefrom.

Section 4. Conditions Precedent. The amendments to the Forbearance Agreement set forth in Section 2 above shall become effective as of the date (the "Amendment Effective Date"), upon which each of the following conditions precedent shall be satisfied or waived:

4.01. Execution. The Administrative Agent shall have received counterparts of this Amendment executed by Holdings, the Borrowers and the Required Lenders.

4.02. Costs and Expenses. The Borrowers shall have paid all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with this Amendment payable pursuant to Section 10.04 of the Credit Agreement.

Section 5. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended or waived above, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Amendment shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the

Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand. References in the Credit Agreement to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein”, and “hereof”) and in any Loan Document to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 6. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

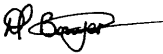
Section 7. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment is a Loan Document for all purposes of the Credit Agreement. This Amendment may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Amendment are for reference only and shall not affect the construction of this Amendment.

Section 8. GOVERNING LAW. THIS AMENDMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

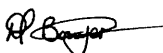
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

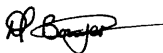
TAPP LABEL COMPANY, LLC

By: 
Name: David Bowyer
Title: President and CEO

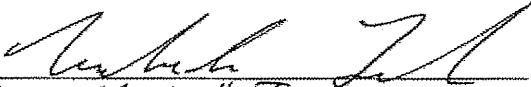
TAPP LABEL ULC

By: 
Name: David Bowyer
Title: President and CEO

TAPP LABEL HOLDING COMPANY, LLC

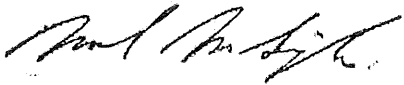
By: 
Name: David Bowyer
Title: President and CEO

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

By: 
Name: *Michelle Tesch*
Title: *Director*

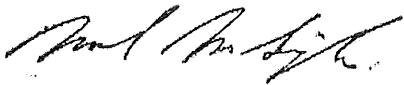
[Amendment No. 2 to Forbearance Agreement and Second Amendment]

Audax Senior Loan Fund SPV, LLC,
as a Lender

By:  _____

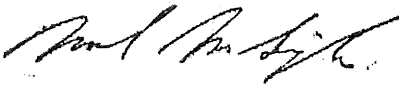
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By:  _____

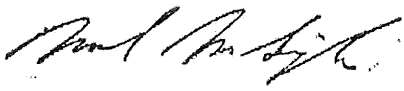
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit Opportunities (SBA), LLC,
as a Lender

By:  _____

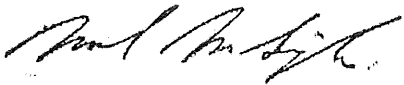
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

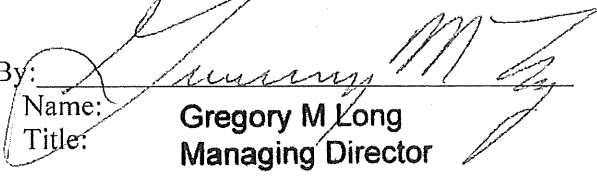
By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: Maranon Senior Credit GP II, L.P., its
general partner

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: 
Name: **Gregory M Long**
Title: **Managing Director**

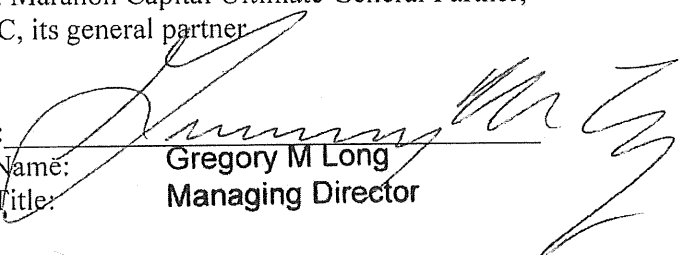
MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender

By: Maranon Capital, L.P., its designated manager

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:

Name:


Gregory M Long

Title:

Managing Director

MARANON SENIOR CREDIT IV, LLC,
as a Lender

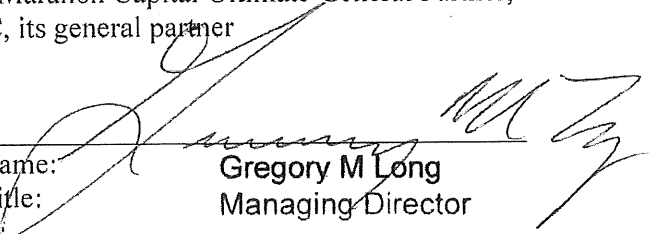
By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: _____

Name:

Title:


Gregory M Long

Managing Director

MARANON LOAN FUNDING 2015-1, LTD.,
as a Lender

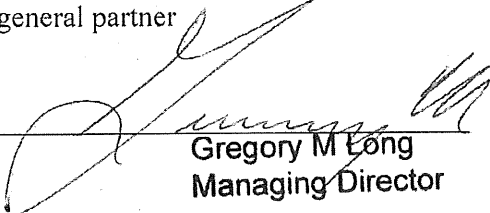
By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: _____

Name:

Title:


Gregory M Long

Managing Director

Tab G

THIS IS EXHIBIT "G" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of Illinois



FORBEARANCE AGREEMENT AND THIRD AMENDMENT

FORBEARANCE AGREEMENT AND THIRD AMENDMENT (this "Agreement") dated as of March 12, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower", and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Existing Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015, as amended by the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment") and the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Forbearance Agreement") (as in effect immediately prior to the effectiveness of the Third Amendment, the "Existing Credit Agreement", and as amended by the Third Amendment and as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Amended Credit Agreement").

WHEREAS, Holdings and the Borrowers acknowledge that they are currently in default under (i) Section 8.01(b)(i) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Sections 7.12(b) with respect to the Fiscal Months ending on January 31, 2017, February 28, 2017, March 31, 2017 April 30, 2017, May 31, 2017, June 30, 2017, July 31, 2017 and December 31, 2017, (ii) Section 8.01(b)(i) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Sections 7.12(c) with respect to the Fiscal Months ending on May 31, 2017 and June 30, 2017, (iii) Section 8.01(b)(ii) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6.01(a) with respect to the Fiscal Year ending December 31, 2016, (iv) Section 8.01(b)(ii) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6.01(b) of the Existing Credit Agreement with respect to the Fiscal Month ending July 31, 2017, (v) Section 8.01(c) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6.02(d)(i) of the Existing Credit Agreement with respect to the Fiscal Months ending April 30, 2017, May 31, 2017, June 30, 2017 and July 31, 2017, (vi) Section 8.01(c) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6.02(d)(ii) of the Existing Credit Agreement with respect to the Fiscal Months ending December 31, 2016, January 31, 2017, February 28, 2017, March 31, 2017, April 30, 2017, May 31, 2017, June 30, 2017 and July 31, 2017, (vii) Section 8.01(c) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6(a) of the Forbearance Agreement, (viii) Section 8.01(c) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6(i) of the Security Agreement with respect to

the change in names of each of the Loan Parties, (ix) Section 8.01(b)(i) of the Existing Credit Agreement arising from the failure of the Borrowers to comply with Section 6.03(a) with respect to the Specified Events of Default and (x) Section 8.01(e)(ii) of the Existing Credit Agreement arising from the Borrowers allowing to exist events of default under the Subordinated Note Purchase Agreement, and such events of default constitute an Event of Default under each of the Existing Credit Agreement (collectively, the “Specified Events of Default”).

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender forbear from exercising their rights and remedies against Holdings and the Borrowers with respect to the Specified Events of Default during the Forbearance Period (as defined in Section 2.1 below).

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender make certain amendments to the Existing Credit Agreement.

WHEREAS, the Administrative Agent and the Lenders are willing to so forbear from exercising their rights and remedies and make such amendments to the Existing Credit Agreement, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Existing Credit Agreement are used herein as defined therein.

Section 2. Forbearance.

2.01. Forbearance Period. Subject to all the terms and conditions set forth herein, the Administrative Agent and each Lender shall forbear from filing any legal action or instituting or enforcing any rights and remedies it may have against Holdings and the Borrowers with respect to the Specified Events of Default (except as set forth herein) from the Third Amendment Effective Date (as defined below) through the date that is the earliest to occur of (such date, the “Forbearance Termination Date”; the time period between the Third Amendment Effective Date and the Forbearance Termination Date is referred to herein as the “Forbearance Period”) (a) 11:59 p.m. (New York time) on June 15, 2018, (b) the date that any Loan Party breaches any agreement or covenant contained in this Agreement, (c) the occurrence or existence after the date hereof of any Event of Default (other than the Specified Events of Default), (d) the date of the sale of the Equity Interests of, or all or substantially all of the assets of, the Loan Parties and (e) the date that any Loan Party repudiates or asserts a defense to any obligation or liability under the Existing Credit Agreement or makes or pursues a claim against the Administrative Agent or any Lender solely relating to this Agreement or the Existing Credit Agreement. Except as expressly provided herein, this Agreement does not constitute an agreement to forbear from any rights or remedies available to it under the Loan Documents with respect to any existing Event of Default other than the Specified Events of Default or any Event

of Default which may arise in the future after the date of execution of this Agreement. If any Loan Party does not comply with the terms of this Agreement, the Administrative Agent and each Lender shall have no further obligations under this Agreement and shall be permitted to exercise at such time any rights and remedies against a Loan Party as it deems appropriate in its sole and absolute discretion. Each Loan Party understands that the Administrative Agent and each Lender has made no commitment and are under no obligation whatsoever to grant any additional extensions of time at the end of the Forbearance Period.

Section 3. Amendments to the Existing Credit Agreement. From and after the Third Amendment Effective Date, the Existing Credit Agreement shall be amended as follows:

3.01. References Generally. References in the Existing Credit Agreement (including references to the Existing Credit Agreement as amended hereby) to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) and each reference to the Existing Credit Agreement in the other Loan Documents (and indirect references such as “thereunder”, “thereby”, “therein” and “thereof”) shall be deemed to be references to the Existing Credit Agreement as amended hereby.

3.02. Amended Language. The Existing Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the definition of “Revolving Credit Facility” in its entirety and replacing it with the following:

““Revolving Credit Facility” means the facility described in Sections 2.01(a), 2.03 and 2.04 providing for Revolving Loans, Letters of Credit and Swing Line Loans to or for the benefit of Borrowers by the Revolving Lenders, L/C Issuer and Swing Line Lender, as the case may be, in the maximum aggregate principal amount at any time outstanding of \$5,000,000, as adjusted from time to time pursuant to the terms of this Agreement; provided that, unless waived by the Revolving Lenders, at any time on or after First Amendment Effective Date, the maximum aggregate principal amount of Revolving Loans, Letters of Credit and Swing Line Loans shall not exceed \$4,596,539.36.”

(b) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following definition in its property alphabetical order:

““Third Amendment Effective Date” means March 12, 2018.”

(c) Section 2.06(b)(vii)(A) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(A) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.06(b) shall be applied pro rata to the Term Loans (excluding the Second Amendment Term Loan) (to be applied pro rata to the remaining principal installments) and to the Revolving Credit Facility (with a corresponding

permanent reduction in the Revolving Credit Commitment) (to be in the manner set forth in clause (B) of this Section 2.06(b)(vii)). Subject to Section 2.17, such prepayments shall be paid to the Lenders in accordance with their respective Applicable Percentage in respect of the relevant Facilities.”

(d) Section 7.12(b) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(b) Toronto Business EBITDA and Consolidated EBITDA. (i) Permit Toronto Business EBITDA as of the last day of each Fiscal Month ending on or prior to June 30, 2018, in each case, for the period beginning on January 1, 2018 and ending on the last day of each such Fiscal Month to be less than the corresponding amount set forth opposite such period:

Measurement Period Ending	Minimum Toronto Business EBITDA
January 31, 2018	\$279,000
February 28, 2018	\$488,600
March 31, 2018	\$738,200
April 30, 2018	\$1,026,200
May 30, 2018	\$1,307,800
June 30, 2018	\$1,601,400

and (ii) permit Consolidated EBITDA as of the last day of each Fiscal Quarter for each Fiscal Quarter ending on or after September 30, 2018 to be less than the corresponding amount set forth opposite such period:

Measurement Period Ending	Minimum Consolidated EBITDA
September 30, 2018	\$4,914,277
December 31, 2018	\$4,973,485
March 31, 2019	\$5,035,653
June 30, 2019	\$5,097,822
September 30, 2019	\$5,159,991
December 31, 2019	\$5,222,159
March 31, 2020	\$5,287,436
June 30, 2020	\$5,352,713

(e) Section 7.12(c) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(c) Minimum Liquidity. Permit Liquidity as of the close of business on the last Business Day of each week to be less than \$350,000.”

(f) Section 10.01 of the Existing Credit Agreement is hereby amended by deleting the last sentence of the first paragraph and replacing it with the following:

“Notwithstanding the foregoing or anything to the contrary in this Agreement, the consent of the Second Amendment Term Lenders shall not be required for any amendment, waiver or consent to this Agreement or any other Loan Document unless such amendment, waiver or consent reduces the principal of, or the rate of interest specified herein on, the Second Amendment Term Loan or increases the Commitment of the Second Amendment Term Lenders.”

(g) Section 10.06(b)(iv) of the Existing Credit Agreement is hereby amended by deleting clause (B) thereof in its entirety and replacing it with the following:

“(B) any holder of the Subordinated Indebtedness (unless a holder of Subordinated Indebtedness acquires all of the Loans and Commitments of each Lender (other than the Second Amendment Term Lender) in one transaction or a series of transactions),”

Section 4. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Third Amendment Effective Date:

4.01. Other than with respect to the existence of the Specified Events of Default, each of the representations and warranties set forth in Article V of the Existing Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

4.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 5. Conditions Precedent. The forbearance set forth in Section 2 and amendments set forth in Section 3 above shall become effective as of the date (the “Third Amendment Effective Date”), upon which each of the following conditions precedent shall be satisfied or waived:

5.01. Execution. The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and the Required Lenders.

5.02. Forbearance Agreement with Respect to Subordinated Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Third Amendment Effective Date, in form and substance satisfactory to the Administrative Agent, which shall provide, among other things, that any cash payments payable on the Subordinated Notes on April 16, 2018 be deferred until the payment in full of the Obligations.

5.03. Third Amendment to Opco Intercreditor Agreement. The Administrative Agent shall have received a certified executed copy of the Third Amendment to Intercreditor Agreement dated as of the Third Amendment Effective Date, in form and substance satisfactory to the Administrative Agent.

5.04. Second Amendment to HoldCo Intercreditor Agreement. The Administrative Agent shall have received a certified executed copy of the Second Amendment to HoldCo Intercreditor Agreement dated as of the Third Amendment Effective Date, in form and substance satisfactory to the Administrative Agent.

5.05. Costs and Expenses. The Borrowers shall have paid all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with this Agreement payable pursuant to Section 10.04 of the Amended Credit Agreement, including without limitation all outstanding fees of Winston & Strawn LLP, counsel to the Administrative Agent.

5.06. Certain Documents. The Administrative Agent shall have received each of the following, each dated the Third Amendment Effective Date, unless otherwise agreed by the Administrative Agent:

(a) either (x) copies of each Loan Party's articles of incorporation and bylaws (or comparable organizational documents) and any amendments thereto, certified in each instance by its Secretary or Assistant Secretary or (y) a certificate of Secretary or Assistant Secretary of each Loan Party that the organizational documents of such Loan Party have not changed since the Closing Date;

(b) copies of the certificates of good standing for each Loan Party (dated no earlier than 20 days prior to the Third Amendment Effective Date) from the office of the secretary of the state of its incorporation or organization;

(c) copies of resolutions of each Loan Party's Board of Directors (or similar governing body) authorizing the execution, delivery and performance of this Agreement and the Reaffirmation of Guaranty and Security Instruments and the consummation of the transactions contemplated hereby and thereby, together with specimen signatures of the persons authorized to execute such documents on behalf of such Loan Party, all certified in each instance by its Secretary or Assistant Secretary; and

(d) an executed certificate of a Responsible Officer of the Borrowers, along with backup calculations, in each case in form and substance satisfactory to the Administrative Agent, certifying that the Liquidity immediately after giving effect to this

Agreement is equal to or greater than \$350,000.

5.07. Investment Bank. Holdings and Borrowers shall have hired an investment bank acceptable to the Administrative Agent and the Lenders to proceed with a sale or refinance transaction which shall satisfy the Obligations in full no later than June 15, 2018.

5.08. Consultant. Holdings and Borrowers shall have engaged a third party consultant (the "Consultant") tasked with mitigating costs related to the remaining real estate liabilities of the West Coast Business.

Section 6. Forbearance Covenants.

(a) Strategic Alternatives. Holdings and the Borrower shall pursue, in good faith, various strategic alternatives designed to realize an amount necessary to repay the Obligations, in full, on or prior to the Forbearance Termination Date, and shall be subject to the following milestones:

(i) On or before March 23, 2018, Holdings and Borrowers shall have received at least three (3) initial indications of interest (each, an "Indication of Interest") from third party purchasers of the Borrowers' assets or equity and/or financing providers each of which shall provide a proposed purchase price and demonstrate an enterprise value and estimated net proceeds in an amount sufficient to satisfy the Obligations in full no later than June 15, 2018 and Holdings and Borrower shall deliver any such Indication of Interest to the Administrative Agent and the Lenders promptly upon receipt of such Indication of Interest (but, in any event, not later than 2 Business Days following the receipt of such Indication of Interest by any of Holdings or Borrowers).

(ii) On or before March 30, 2018, the Consultant shall have delivered to the Administrative Agent and the Lenders a report containing a summary of its findings and recommendations.

(iii) On or before April 17, 2018, Holdings and Borrowers shall have received at least one (1) letter of interest or term sheet (each, an "LOI") from third party purchasers of the Borrowers' assets or equity and/or financing providers each of which shall be on terms acceptable to the Administrative Agent and the Lenders and which demonstrate an enterprise value and estimated net cash proceeds in an amount sufficient to satisfy the Obligations in full no later than June 15, 2018 and Holdings and Borrower shall deliver any such LOI to the Administrative Agent and the Lenders promptly upon receipt of such LOI (but, in any event, not later than 2 Business Days following the receipt of such LOI by any of Holdings or Borrowers).

(iv) On or before May 15, 2018, Holdings and Borrowers shall have executed the definitive documentation for such sale or refinancing in an amount sufficient to satisfy the Obligations in full no later than June 15, 2018, which such definitive documentation shall include documents formalizing the Payment in Full of the Obligations, in form and substance reasonably acceptable

to the Administrative Agent and the Lenders.

(v) On or before June 15, 2018, Holdings and Borrowers shall have closed such sale or refinancing and shall have used the net cash proceeds of such transaction to make a Payment in Full of the Obligations.

(b) Budget. Holdings and the Borrowers previously delivered to the Administrative Agent and the Lenders on January 26, 2018 a profit and loss budget for the Toronto Business for the period from January 1, 2018 through June 30, 2018 (the "Budget"). Holdings and the Borrowers shall deliver to Administrative Agent and Lenders on a weekly basis commencing each Wednesday during the Forbearance Period (or on the next succeeding Business Day if such Wednesday is not a Business Day), a report reconciling the actual performance for the preceding week with the projected performance pursuant to the Budget, which report shall include a calculation of the variance between actual and projected profit and loss, in form and detail certified by the chief financial officer of Holdings and the Borrowers and the CRO, and in a form reasonably acceptable to the Administrative Agent and the Lenders. Concurrently with each weekly report, Holdings and the Borrowers shall deliver a management report (i) describing the operations and financial condition of Holdings and its Subsidiaries and (ii) discussing the reasons for any significant variations as between the Budget and actual performance, all such information to be presented in reasonable detail.

(c) Weekly Budget Compliance. The Borrowers shall be in Compliance with the Budget. For purposes hereof, "Compliance" shall mean that the Borrowers and their Subsidiaries shall, on an aggregate basis for the Budget through the date on which Compliance is being determined (a) achieve cash receipts of at least 90% of those projected in the Budget, and (b) not permit actual aggregate expenses incurred and disbursements made to exceed 110% of those projected in the Budget.

(d) Roll Forward of Budget. Beginning on May 1, 2018 and on the first day of each month thereafter when any portion of the Obligations remain outstanding, Holdings and Borrowers shall deliver to Administrative Agent and Lenders an updated Budget that shall extend the period covered by the Budget for one month (each such updated Budget, an "Extended Budget"); provided that Holdings and Borrowers shall not be permitted to amend the existing portion of the Budget without the prior written consent of Administrative Agent and the Lenders. Each Extended Budget shall include detail on the Toronto Business substantially similar to the Budget and shall be satisfactory to the Administrative Agent.

(e) Lender Meeting. On or before February 28, 2018 (or such other date acceptable to Administrative Agent and Lenders), management of Holdings and the Borrowers shall have an in-person meeting in Toronto with the Administrative Agent and the Lenders on a date and at a time reasonably acceptable to the Administrative Agent and the Lenders (which meeting will be separate from any meeting attended by the purchasers party to the Subordinated Indebtedness Documents).

(f) Weekly or Bi-Weekly Lender Calls. The CRO, management of

Holdings and the Borrowers and any investment banker retained by the Borrowers (if any) shall conduct weekly or bi-weekly (or more frequently, as may be requested by Administrative Agent) calls with Administrative Agent, their representatives and the Lenders.

(g) Forbearance Fee. The outstanding balance of the Forbearance Fee (as defined in the Forbearance Agreement) shall be paid in cash on the Forbearance Termination Date.

(h) CRO. Silverman Consulting shall remain engaged by the Borrowers as the chief restructuring officer (the "CRO").

(i) Delivery of Documentation. Upon request by the Administrative Agent, Holdings and the Borrower shall deliver to the Administrative Agent (i) any materials prepared for the marketing of the business of Holdings and the Borrowers to potential third party purchasers of the Borrowers' assets or equity and/or financing providers, (ii) any lists of targeted third party purchasers and/or financing providers, or (iii) any pipeline or progress reports. Within two (2) Business Days of receipt by Holdings or Borrowers (but in an event no less than 24 hours prior to expiration of such documentation), Holdings and the Borrowers shall deliver to the Administrative Agent and the Lenders any indications of interest, letters of interest, commitment letters, term sheets, draft or final purchase agreements, lending agreements or any similar documentation.

Section 7. Reference to and Effect Upon the Existing Credit Agreement.

(a) Except as specifically amended or modified herein, the Existing Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Existing Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Existing Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Existing Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand. References in the Existing Credit Agreement to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein", and "hereof") and in any Loan Document to the "Credit

Agreement” shall be deemed to be references to the Amended Credit Agreement, as modified hereby.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Existing Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 8. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 9. Miscellaneous. Except as herein provided, the Existing Credit Agreement shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Existing Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “*PDF*” file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 10. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 11. RELEASE. HOLDINGS AND EACH BORROWER HEREBY ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), OR ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES EACH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), EACH OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, AND THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH ANY LOAN PARTY MAY NOW OR HEREAFTER HAVE AGAINST ANY SUCH

LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND ANY OF THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND WHETHER ARISING FROM THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE EXISTING CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, OR THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (A "RELEASED CLAIM"). HOLDINGS AND EACH BORROWER HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY RELEASED CLAIM, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, AND PERSONAL AND LEGAL REPRESENTATIVES ARISING ON OR BEFORE THE DATE HEREOF OUT OF OR RELATED TO ANY LENDER'S, THE ADMINISTRATIVE AGENT'S, ANY OF THEIR RESPECTIVE AFFILIATES' AND ANY OF THEIR RESPECTIVE PREDECESSORS', AGENTS', OFFICERS', DIRECTORS', EMPLOYEES', SUCCESSORS' AND ASSIGNS' ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS OF THE LOAN PARTIES, WHICH OBLIGATIONS WERE EVIDENCED BY THE EXISTING CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS.

Section 12. WAIVER OF JURY TRIAL. HOLDINGS, EACH BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

INGENIOUS PACKAGING GROUP, LLC

By: _____
Name:
Title:

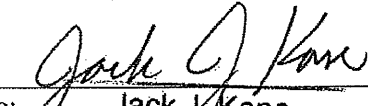
INGENIOUS PACKAGING GROUP ULC

By: _____
Name:
Title:

INGENIOUS PACKAGING GROUP HOLDING
COMPANY, LLC

By: _____
Name:
Title:

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

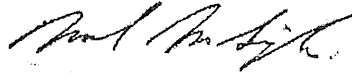
By: 
Name: Jack J. Kane
Title: Managing Director

AUDAX CREDIT BDC INC.,
as a Lender

By: 

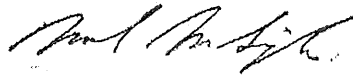
Name: Michael P McGonigle
Title: Duly Authorized Signatory

AUDAX CREDIT OPPORTUNITIES (SBA), LLC,
as a Lender

By: 

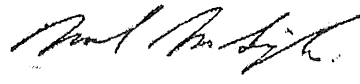
Name: Michael P McGonigle
Title: Duly Authorized Signatory

AUDAX SENIOR DEBT (WCTPT) SPV, LLC,
as a Lender

By: 

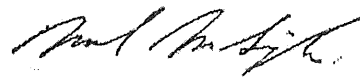
Name: Michael P McGonigle
Title: Duly Authorized Signatory

AUDAX SENIOR LOAN FUND SPV, LLC
as a Lender

By: 

Name: Michael P McGonigle
Title: Duly Authorized Signatory

AUDAX SENIOR LOAN INSURANCE FUND
SPV, LLC,
as a Lender

By: 

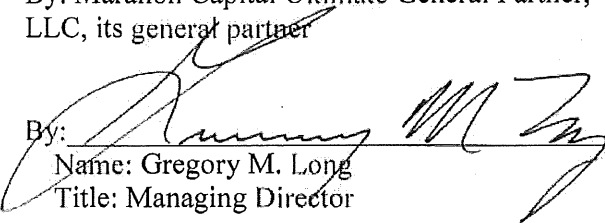
Name: Michael P McGonigle
Title: Duly Authorized Signatory

MARANON LOAN FUNDING 2015-1, LTD.,
as a Lender

By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:


Name: Gregory M. Long

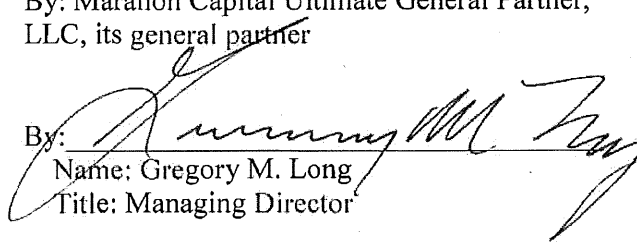
Title: Managing Director

MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: Maranon Senior Credit GP II, L.P., its general
partner

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:


Name: Gregory M. Long

Title: Managing Director

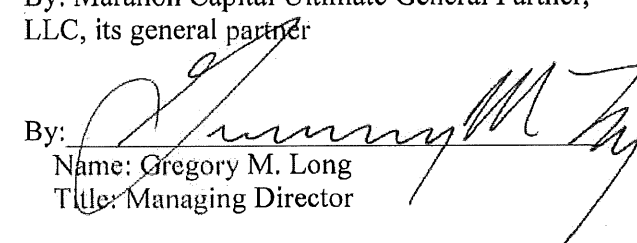
MARANON SENIOR CREDIT FUND II-B SPV,
LLC,

as a Lender

By: Maranon Capital, L.P., its designated manager

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By:


Name: Gregory M. Long

Title: Managing Director

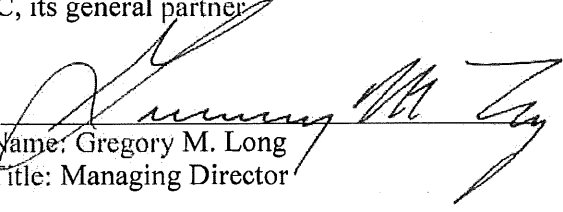
MARANON SENIOR CREDIT IV, LLC

as a Lender

By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner
LLC, its general partner

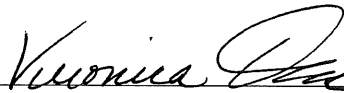
By:


Name: Gregory M. Long

Title: Managing Director

Tab H

THIS IS EXHIBIT "H" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of Illinois



FIRST AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT

FIRST AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT (this "Agreement") dated as of May 15, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower"), and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015 (as amended by (i) the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment"), (ii) the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Second Amendment") and (iii) the Forbearance Agreement and Third Amemdnet dated as of March 12, 2018 (as amended hereby, the "Third Amendment"), the "Credit Agreement").

WHEREAS, the Third Amendment required Holdings and the Borrowers, among other things, to have executed definitive documentation for a sale or refinancing in an amount sufficient to satisfy the Obligations in full ("Definitive Documentation") on or before May 15, 2018.

WHEREAS, Holdings and the Borrowers have informed the Administrative Agent that they will not have executed the Definitive Documentation on or before May 15, 2018 but that progress towards execution of same continues.

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender amend the Third Amendment to grant them until May 31, 2018 to execute Definitive Documentation.

WHEREAS, the Administrative Agent and the Lenders are willing to make such amendment to the Third Amendment, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Reserved.

Section 3. Amendment to Third Amendment. From and after the Effective Date, the Third Amendment shall be amended by deleting the date "May 15, 2018" in Section 6(iv) thereof and replacing it with "May 31, 2018".

Section 4. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Effective Date:

4.01. Other than with respect to the existence of the Specified Events of Default (defined in the Third Amendment), each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

4.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 5. Conditions Precedent. The amendment set forth in Section 3 above shall become effective as of the date (the "Effective Date"), upon which each of the following conditions precedent shall be satisfied or waived:

5.01. Execution. The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and the Required Lenders.

5.02. Amendment to Forbearance Agreement with Respect to Subordinated Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the First Amendment to Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Effective Date, in form and substance satisfactory to the Administrative Agent, which shall allow for Borrower and Holdings to have until at least May 31, 2018 to execute Definitive Documentation.

Section 6. Reserved.

Section 7. Reference to and Effect Upon the Third Amendment.

(a) Except as specifically amended or modified herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 8. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 9. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "*PDF*" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 10. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 11. RELEASE. HOLDINGS AND EACH BORROWER HEREBY ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK

AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), OR ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES EACH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), EACH OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, AND THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH ANY LOAN PARTY MAY NOW OR HEREAFTER HAVE AGAINST ANY SUCH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND ANY OF THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND WHETHER ARISING FROM THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, OR THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (A "RELEASED CLAIM"). HOLDINGS AND EACH BORROWER HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY RELEASED CLAIM, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, AND PERSONAL AND LEGAL REPRESENTATIVES ARISING ON OR BEFORE THE DATE HEREOF OUT OF OR RELATED TO ANY LENDER'S, THE ADMINISTRATIVE AGENT'S, ANY OF THEIR RESPECTIVE AFFILIATES' AND ANY OF THEIR RESPECTIVE PREDECESSORS', AGENTS', OFFICERS', DIRECTORS', EMPLOYEES', SUCCESSORS' AND ASSIGNS' ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS OF THE LOAN PARTIES, WHICH OBLIGATIONS WERE EVIDENCED BY THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS.

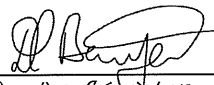
Section 12. WAIVER OF JURY TRIAL. HOLDINGS, EACH BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO

ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

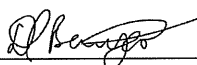
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

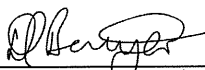
INGENIOUS PACKAGING GROUP, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT


INGENIOUS PACKAGING GROUP ULC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

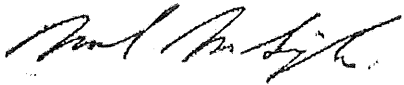
INGENIOUS PACKAGING GROUP HOLDING
COMPANY, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

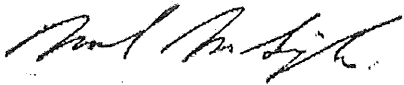
By: 
Name: **Jack J. Kane**
Title: **Managing Director**

Audax Senior Loan Fund SPV, LLC,
as a Lender

By:  _____

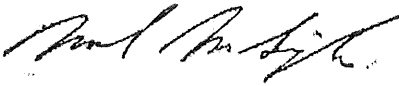
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By:  _____

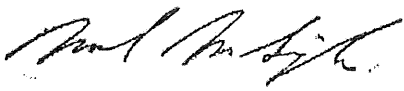
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit Opportunities (SBA), LLC,
as a Lender

By: 

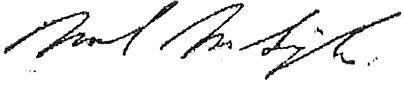
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: Maranon Senior Credit GP II, L.P., its general
partner

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: 

Name: Gregory M. Long

Title: Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC, as a Lender

By: Maranon Capital, L.P., its designated manager

By: Maranon Capital Ultimate General Partner,
LLC, its general partner

By: 

Name: Gregory M. Long

Title: Managing Director

MARANON SENIOR CREDIT IV, LLC as a
Lender

By: Maranon Capital, L.P., its designated Advisor
under power of attorney

By: Maranon Capital Ultimate General Partner
LLC, its general partner

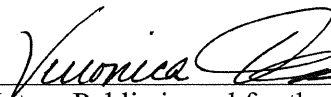
By: 

Name: Gregory M. Long

Title: Managing Director

Tab I

THIS IS EXHIBIT "I" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of Illinois



SECOND AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT

SECOND AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT (this "Agreement") dated as of May 31, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower"), and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015 (as amended by (i) the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment"), (ii) the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Second Amendment") and (iii) the Forbearance Agreement and Third Amemdnet dated as of March 12, 2018 (as amended by the First Amendment to Forbearance Agreement and Third Amendment dated as of May 15, 2018 and as further amended hereby, the "Third Amendment"), the "Credit Agreement").

WHEREAS, the Third Amendment (as amended) required Holdings and the Borrowers, among other things, to have executed definitive documentation for a sale or refinancing in an amount sufficient to satisfy the Obligations in full ("Definitive Documentation") on or before May 31, 2018.

WHEREAS, Holdings and the Borrowers have informed the Administrative Agent that they will not have executed the Definitive Documentation on or before May 31, 2018 but that progress towards execution of same continues.

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender amend the Third Amendment to grant them until June 15, 2018 to execute Definitive Documentation.

WHEREAS, the Administrative Agent and the Lenders are willing to make such amendment to the Third Amendment, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Reserved.

Section 3. Amendment to Third Amendment. From and after the Effective Date, the Third Amendment shall be amended by deleting the date "May 31, 2018" in Section 6(iv) thereof and replacing it with "June 15, 2018".

Section 4. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Effective Date:

4.01. Other than with respect to the existence of the Specified Events of Default (defined in the Third Amendment), each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

4.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 5. Conditions Precedent. The amendment set forth in Section 3 above shall become effective as of the date (the "Effective Date"), upon which each of the following conditions precedent shall be satisfied or waived:

5.01. Execution. The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and the Required Lenders.

5.02. Fourth Amendment to Credit Agreement. The Administrative Agent shall have received counterparts to the Fourth Amendment to Credit Agreement dated as of the Effective Date executed by Holdings, the Borrowers and each Lender (other than the Second Amendment Term Lender).

5.03. Amendment to Forbearance Agreement with Respect to Subordinated Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the First Amendment to Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Effective Date, in form and substance satisfactory to the Administrative Agent, which shall allow for Borrower and Holdings to have until at least June 15, 2018 to execute Definitive Documentation.

Section 6. Reserved.

Section 7. Reference to and Effect Upon the Third Amendment.

(a) Except as specifically amended or modified herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 8. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 9. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 10. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 11. RELEASE. HOLDINGS AND EACH BORROWER HEREBY

ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), OR ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES EACH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), EACH OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, AND THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH ANY LOAN PARTY MAY NOW OR HEREAFTER HAVE AGAINST ANY SUCH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND ANY OF THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND WHETHER ARISING FROM THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, OR THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (A **"RELEASED CLAIM"**). HOLDINGS AND EACH BORROWER HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY RELEASED CLAIM, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, AND PERSONAL AND LEGAL REPRESENTATIVES ARISING ON OR BEFORE THE DATE HEREOF OUT OF OR RELATED TO ANY LENDER'S, THE ADMINISTRATIVE AGENT'S, ANY OF THEIR RESPECTIVE AFFILIATES' AND ANY OF THEIR RESPECTIVE PREDECESSORS', AGENTS', OFFICERS', DIRECTORS', EMPLOYEES', SUCCESSORS' AND ASSIGNS' ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS OF THE LOAN PARTIES, WHICH OBLIGATIONS WERE EVIDENCED BY THE CREDIT AGREEMENT

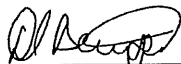
OR THE OTHER LOAN DOCUMENTS.

Section 12. WAIVER OF JURY TRIAL. HOLDINGS, EACH BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

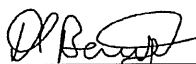
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.


INGENIOUS PACKAGING GROUP, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

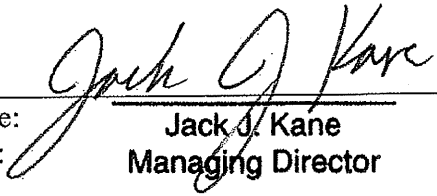
INGENIOUS PACKAGING GROUP ULC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

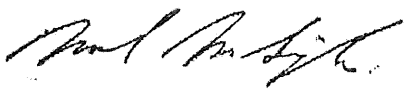
INGENIOUS PACKAGING GROUP HOLDING
COMPANY, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

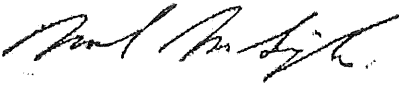
By: 
Name: **Jack J. Kane**
Title: **Managing Director**

Audax Senior Loan Fund SPV, LLC,
as a Lender

By:  _____

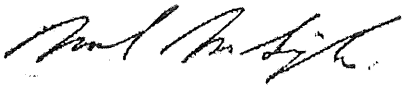
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By: 

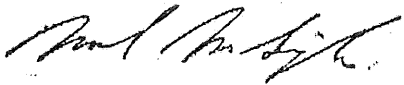
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit Opportunities (SBA), LLC,
as a Lender

By:  _____

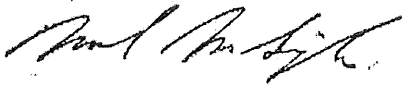
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By:  _____

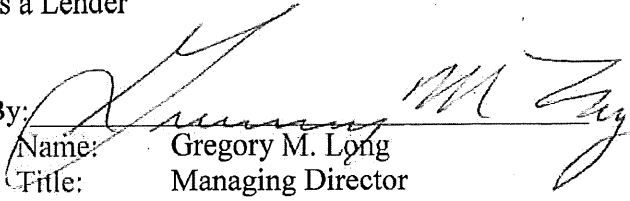
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

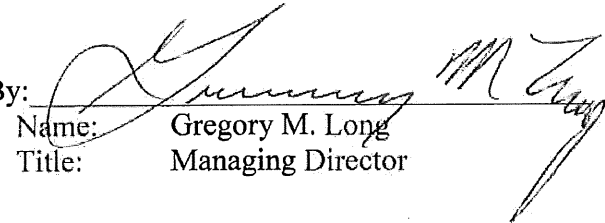
By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

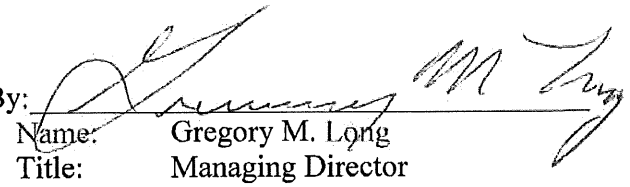
MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: 
Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender

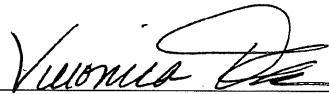
By: 
Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT IV, LLC
as a Lender

By: 
Name: Gregory M. Long
Title: Managing Director

Tab J

THIS IS EXHIBIT "J" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018



~~A Notary Public in and for the State of Illinois~~



THIRD AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT

THIRD AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT (this "Agreement") dated as of June 15, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower"), and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015 (as amended by (i) the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment"), (ii) the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Second Amendment") and (iii) the Forbearance Agreement and Third Amendment dated as of March 12, 2018 (as amended by the First Amendment to Forbearance Agreement and Third Amendment dated as of May 15, 2018 and Second Amendment to Forbearance Agreement and Third Amendment dated as of May 31, 2018 and as further amended hereby, the "Third Amendment"), the "Credit Agreement").

WHEREAS, the Third Amendment (as amended) required Holdings and the Borrowers, among other things, to have (i) executed definitive documentation for a sale or refinancing in an amount sufficient to satisfy the Obligations in full ("Definitive Documentation") on or before June 15, 2018 and (ii) satisfied the Obligations in full on before June 15, 2018.

WHEREAS, Holdings and the Borrowers have informed the Administrative Agent that they will not have executed the Definitive Documentation or satisfied the Obligations in full on or before June 15, 2018 but that progress towards consummation of same continues.

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender amend the Third Amendment to grant them until (i) June 20, 2018 to execute Definitive Documentation and (ii) June 27, 2018 to satisfy the Obligations in full.

WHEREAS, the Administrative Agent and the Lenders are willing to make such amendment to the Third Amendment, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Reserved.

Section 3. Amendment to Third Amendment. From and after the Effective Date, the Third Amendment shall be amended by:

3.01. deleting the date “June 15, 2018” in Section 6(iv) thereof and replacing it with “June 20, 2018”; and

3.02. deleting the date “June 15, 2018” in Section 6(v) thereof and replacing it with “June 27, 2018”.

Section 4. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Effective Date:

4.01. Other than with respect to the existence of the Specified Events of Default (defined in the Third Amendment), each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

4.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 5. Conditions Precedent. The amendment set forth in Section 3 above shall become effective as of the date (the “Effective Date”), upon which each of the following conditions precedent shall be satisfied or waived:

5.01. **Execution.** The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and the Required Lenders.

5.02. **Fifth Amendment to Credit Agreement.** The Administrative Agent shall have received counterparts to the Fifth Amendment to Credit Agreement dated as of the Effective Date executed by Holdings, the Borrowers and each Lender (other than the Second Amendment Term Lender).

5.03. Amendment to Forbearance Agreement with Respect to Subordinated Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the Second Amendment to Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Effective Date, in form and substance satisfactory to the Administrative Agent, which shall allow for Borrower and Holdings to have until at least June 20, 2018 to execute Definitive Documentation.

Section 6. Reserved.

Section 7. Reference to and Effect Upon the Third Amendment.

(a) Except as specifically amended or modified herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 8. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 9. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for

reference only and shall not affect the construction of this Agreement.

Section 10. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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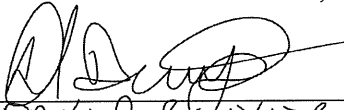
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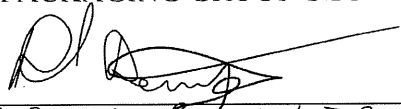
[signature pages follow]

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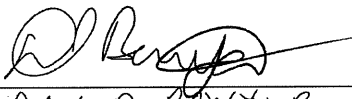
INGENIOUS PACKAGING GROUP, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

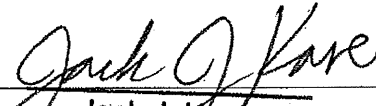
INGENIOUS PACKAGING GROUP ULC

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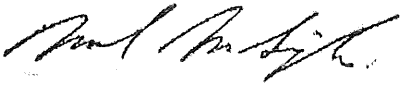
INGENIOUS PACKAGING GROUP HOLDING
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Title: CEO & PRESIDENT

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
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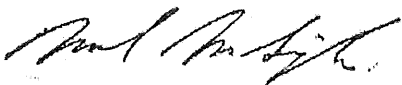
By: 
Name: **Jack J. Kane**
Title: **Managing Director**

Audax Senior Loan Fund SPV, LLC,
as a Lender

By:  _____

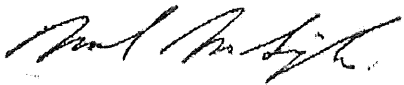
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Title: **Authorized Signatory**

Audax Senior Debt (WCTPT) SPV, LLC,
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By:  _____

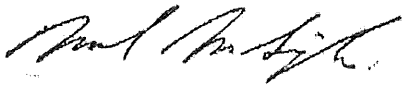
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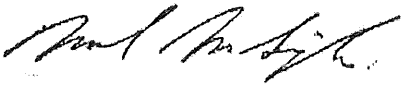
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Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

By:  _____

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: 

Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender

By: 

Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT IV, LLC
as a Lender

By: 

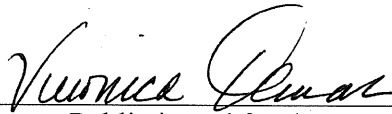
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Title: Managing Director

Tab K

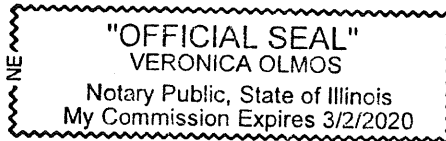
THIS IS EXHIBIT "K" TO THE AFFIDAVIT

OF JACK KANE SWORN BEFORE ME

ON THIS 20TH DAY OF JULY, 2018



A Notary Public in and for the State of Illinois



FOURTH AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT

FOURTH AMENDMENT TO FORBEARANCE AGREEMENT AND THIRD AMENDMENT (this "Agreement") dated as of June 20, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower"), and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015 (as amended by (i) the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment"), (ii) the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Second Amendment"), (iii) the Forbearance Agreement and Third Amendment dated as of March 12, 2018 (as amended by the First Amendment to Forbearance Agreement and Third Amendment dated as of May 15, 2018, the Second Amendment to Forbearance Agreement and Third Amendment dated as of May 31, 2018, the Third Amendment to Forbearance Agreement and Third Amendment dated as of June 15, 2018 and as further amended hereby, the "Third Amendment"), (iv) the Fourth Amendment dated as of May 31, 2018, (v) the Fifth Amendment dated as of June 15, 2018 and (vi) the Sixth Amendment dated as of the date hereof, the "Credit Agreement").

WHEREAS, the Third Amendment (as amended) required Holdings and the Borrowers, among other things, to have (i) executed definitive documentation for a sale or refinancing in an amount sufficient to satisfy the Obligations in full ("Definitive Documentation") on or before June 20, 2018 and (ii) satisfied the Obligations in full on before June 27, 2018.

WHEREAS, Holdings and the Borrowers have informed the Administrative Agent that they will not have executed the Definitive Documentation on or before June 20, 2018 or satisfied the Obligations in full on or before June 27, 2018 but that progress towards consummation of same continues.

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender amend the Third Amendment to grant them until (i) June 25, 2018 to execute Definitive Documentation and (ii) June 29, 2018 to satisfy the Obligations in full.

WHEREAS, the Administrative Agent and the Lenders are willing to make such amendment to the Third Amendment, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Reserved.

Section 3. Amendment to Third Amendment. From and after the Effective Date, the Third Amendment shall be amended by:

3.01. deleting the date “June 15, 2018” in Section 2.01(a) thereof and replacing it with “June 29, 2018”;

3.02. deleting the date “June 20, 2018” in Section 6(iv) thereof and replacing it with “June 25, 2018”; and

3.03. deleting the date “June 27, 2018” in Section 6(v) thereof and replacing it with “June 29, 2018”.

Section 4. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Effective Date:

4.01. Other than with respect to the existence of the Specified Events of Default (defined in the Third Amendment), each of the representations and warranties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

4.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 5. Conditions Precedent. The amendment set forth in Section 3 above shall become effective as of the date (the “Effective Date”), upon which each of the following conditions precedent shall be satisfied or waived:

5.01. Execution. The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and the Required Lenders.

5.02. Sixth Amendment to Credit Agreement. The Administrative Agent shall have received counterparts to the Sixth Amendment to Credit Agreement dated as of the Effective Date executed by Holdings, the Borrowers and each Lender (other than the Second Amendment Term Lender).

5.03. Amendment to Forbearance Agreement with Respect to Subordinated Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the Fourth Amendment to Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Effective Date, in form and substance satisfactory to the Administrative Agent, which shall allow for Borrower and Holdings to have until at least June 25, 2018 to execute Definitive Documentation.

Section 6. Reserved.

Section 7. Reference to and Effect Upon the Third Amendment.

(a) Except as specifically amended or modified herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 8. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 9. Miscellaneous. Except as herein provided, the Credit Agreement

shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 10. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 11. RELEASE. HOLDINGS AND EACH BORROWER HEREBY ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), OR ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES EACH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), EACH OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, AND THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH ANY LOAN PARTY MAY NOW OR HEREAFTER HAVE AGAINST ANY SUCH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND ANY OF THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND WHETHER ARISING FROM THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, OR THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (A “**RELEASED CLAIM**”). HOLDINGS AND EACH BORROWER HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY RELEASED CLAIM, INCLUDING, WITHOUT LIMITATION,

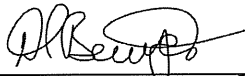
ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, AND PERSONAL AND LEGAL REPRESENTATIVES ARISING ON OR BEFORE THE DATE HEREOF OUT OF OR RELATED TO ANY LENDER'S, THE ADMINISTRATIVE AGENT'S, ANY OF THEIR RESPECTIVE AFFILIATES' AND ANY OF THEIR RESPECTIVE PREDECESSORS', AGENTS', OFFICERS', DIRECTORS', EMPLOYEES', SUCCESSORS' AND ASSIGNS' ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS OF THE LOAN PARTIES, WHICH OBLIGATIONS WERE EVIDENCED BY THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS.

Section 12. WAIVER OF JURY TRIAL. HOLDINGS, EACH BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

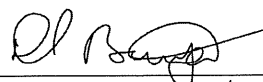
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

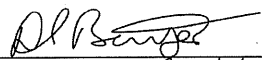
INGENIOUS PACKAGING GROUP, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

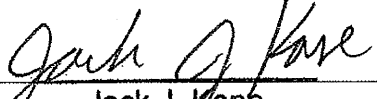
INGENIOUS PACKAGING GROUP ULC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

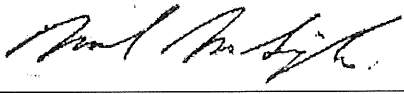
INGENIOUS PACKAGING GROUP HOLDING
COMPANY, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

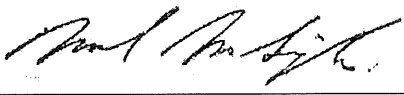
BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

By: 
Name: **Jack J. Kane**
Title: **Managing Director**

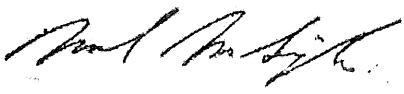
Audax Senior Loan Fund SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

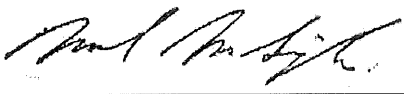
Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

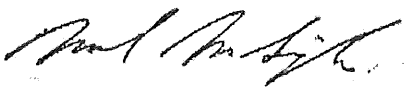
Audax Credit Opportunities (SBA), LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**


Audax Credit BDC Inc.,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**


Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

By: 
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**


MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: 
Name: Richard T. Jander
Title: Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender


By: 
Name: Richard T. Jander
Title: Managing Director

MARANON SENIOR CREDIT IV, LLC
as a Lender

By: 
Name: Richard T. Jander
Title: Managing Director

Tab L

THIS IS EXHIBIT "L" TO THE AFFIDAVIT
OF JACK KANE SWORN BEFORE ME
ON THIS 20TH DAY OF JULY, 2018


A Notary Public in and for the State of Illinois



FOURTH AMENDMENT TO CREDIT AGREEMENT

FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Agreement") dated as of May 31, 2018 among INGENIOUS PACKAGING GROUP, LLC, a Delaware limited liability company, formerly known as Tapp Label Company, LLC (the "U.S. Borrower"), INGENIOUS PACKAGING GROUP ULC, a British Columbia ULC, formerly known as Tapp Label ULC (the "Canadian Borrower"), and together with U.S. Borrower, the "Borrowers"), INGENIOUS PACKAGING GROUP HOLDING COMPANY, LLC, a Delaware limited liability company, formerly known as Tapp Label Holding Company, LLC ("Holdings"), the Lenders (as defined below) party hereto and BANK OF MONTREAL, as Administrative Agent (the "Administrative Agent"), each of which is a party to the Existing Credit Agreement (as defined below).

WHEREAS, Holdings, the Borrowers, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of July 6, 2015, as amended by the First Amendment and Waiver to Credit Agreement dated as of October 20, 2016 (the "First Amendment") and the Forbearance Agreement and Second Amendment dated as of September 15, 2017 (as amended by the Amendment to Forbearance Agreement and Second Amendment dated as of November 10, 2017 and the Amendment No. 2 to Forbearance Agreement and Second Amendment dated as of December 22, 2017, the "Second Amendment"), and the Forbearance Agreement and Third Amendment dated as of March 12, 2018 (as amended by the First Amendment to Forbearance Agreement and Third Amendment dated as of March 12, 2018 and the Second Amendment to Forbearance Agreement dated as of the date hereof, the "Third Amendment") (as in effect immediately prior to the effectiveness of this Agreement, the "Existing Credit Agreement", and as amended by this Agreement and as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Amended Credit Agreement").

WHEREAS, Holdings and the Borrowers have requested that the Administrative Agent and each Lender make certain amendments to the Existing Credit Agreement.

WHEREAS, the Administrative Agent and the Lenders are willing to make such amendments to the Existing Credit Agreement, but only on the terms and subject to the conditions set forth herein.

WHEREAS, these recitals shall be construed as part of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Agreement, terms defined in the Existing Credit Agreement are used herein as defined therein.

Section 2. Amendments to the Existing Credit Agreement. From and after the Fourth Amendment Effective Date, the Existing Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Existing Credit Agreement (including references to the Existing Credit Agreement as amended hereby) to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) and each reference to the Existing Credit Agreement in the other Loan Documents (and indirect references such as “thereunder”, “thereby”, “therein” and “thereof”) shall be deemed to be references to the Existing Credit Agreement as amended hereby.

2.02. Amended Language. The Existing Credit Agreement is hereby amended as follows:

(a) Section 2.08(c) of the Existing Credit Agreement is hereby amended by adding the following to the end of such clause.

“Notwithstanding anything in this Agreement to the contrary, the interest payment of \$158,788.82 due on May 31, 2018 may be paid no later than June 15, 2018.”

Section 3. Representations and Warranties of the Borrowers and Holdings. The Borrowers and Holdings represent and warrant to the Administrative Agent and the Lenders that as of the Fourth Amendment Effective Date:

3.01. Other than with respect to the existence of the Specified Events of Default (as defined in the Third Amendment), each of the representations and warranties set forth in Article V of the Existing Credit Agreement and in the other Loan Documents are true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects for such representations and warranties that are by their terms already qualified as to materiality) as of such earlier date; and

3.02. both immediately before and after giving effect to this Agreement and the transactions contemplated hereby, no Default or Event of Default (other than the Specified Defaults) shall have occurred and be continuing, or would result therefrom.

Section 4. Conditions Precedent. The amendments set forth in Section 2 above shall become effective as of the date (the “Fourth Amendment Effective Date”), upon which each of the following conditions precedent shall be satisfied or waived:

4.01. Execution. The Administrative Agent shall have received counterparts of this Agreement executed by Holdings, the Borrowers and each Lender (other than the Second Amendment Term Lender).

4.02. Amendment to Forbearance Agreement with respect to Credit Agreement. The Administrative Agent shall have received counterparts of the Second Amendment to Forbearance Agreement and Third Amendment dated as of the Fourth Amendment Effective Date executed by Holdings, the Borrowers and the Required Lenders.

4.03. Amendment to Forbearance Agreement with Respect to Subordinated

Note Purchase Agreement. The Administrative Agent shall have received a certified executed copy of the Second Amendment to Forbearance Agreement and Fourth Amendment to the Subordinated Note Purchase Agreement dated as of the Fourth Amendment Effective Date, in form and substance satisfactory to the Administrative Agent, which shall allow for the Borrower and Holdings to have until at least June 15, 2018 to execute Definitive Documentation (as defined in the Third Amendment).

Section 5. Reference to and Effect Upon the Existing Credit Agreement.

(a) Except as specifically amended or modified herein, the Existing Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. Except as expressly set forth herein, this Agreement shall not be deemed (a) to be a waiver of, or consent to, a modification or amendment of, any other term or condition of the Existing Credit Agreement or any other Loan Document, (b) to prejudice any other right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Existing Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with Holdings, the Borrowers or any other Person with respect to any waiver, amendment, modification or any other change to the Existing Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among Holdings and the Borrower, on the one hand, and the Administrative Agent or any other Lender, on the other hand. References in the Existing Credit Agreement to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein”, and “hereof”) and in any Loan Document to the “Credit Agreement” shall be deemed to be references to the Amended Credit Agreement, as modified hereby.

(b) The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Existing Credit Agreement or any Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any Loan Document, except as specifically set forth herein.

Section 6. Reaffirmation. Each of Holdings and each Borrower hereby reaffirms its obligations under each Security Instrument to which it is a party.

Section 7. Miscellaneous. Except as herein provided, the Existing Credit Agreement shall remain unchanged and in full force and effect. This Agreement is a Loan Document for all purposes of the Existing Credit Agreement. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart signature page by facsimile transmission or by e-mail

transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart signature page. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 8. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 9. RELEASE. HOLDINGS AND EACH BORROWER HEREBY ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), OR ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS. EACH LOAN PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES EACH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), EACH OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, AND THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, WHICH ANY LOAN PARTY MAY NOW OR HEREAFTER HAVE AGAINST ANY SUCH LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND ANY OF THEIR RESPECTIVE PREDECESSORS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND WHETHER ARISING FROM THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE EXISTING CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS, OR THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (A "**RELEASED CLAIM**"). HOLDINGS AND EACH BORROWER HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY RELEASED CLAIM, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST ANY LENDER (IN ITS CAPACITY AS A LENDER), THE ADMINISTRATIVE AGENT (IN ITS CAPACITY AS ADMINISTRATIVE AGENT), ANY OF THEIR RESPECTIVE AFFILIATES AND PARTICIPANTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS,


EMPLOYEES, AND PERSONAL AND LEGAL REPRESENTATIVES ARISING ON OR BEFORE THE DATE HEREOF OUT OF OR RELATED TO ANY LENDER'S, THE ADMINISTRATIVE AGENT'S, ANY OF THEIR RESPECTIVE AFFILIATES' AND ANY OF THEIR RESPECTIVE PREDECESSORS', AGENTS', OFFICERS', DIRECTORS', EMPLOYEES', SUCCESSORS' AND ASSIGNS' ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS OF THE LOAN PARTIES, WHICH OBLIGATIONS WERE EVIDENCED BY THE EXISTING CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS.

Section 10. WAIVER OF JURY TRIAL. HOLDINGS, EACH BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.


INGENIOUS PACKAGING GROUP, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT


INGENIOUS PACKAGING GROUP ULC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

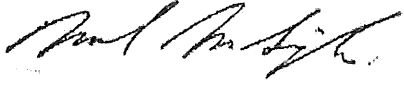
INGENIOUS PACKAGING GROUP HOLDING
COMPANY, LLC

By: 
Name: DAVID BOWYER
Title: CEO & PRESIDENT

BANK OF MONTREAL,
as L/C Issuer, Swing Line Lender, Administrative
Agent and a Lender

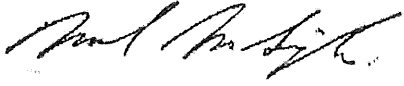
By: 
Name: _____
Title: **Jack J. Kane**
Managing Director

Audax Senior Loan Fund SPV, LLC,
as a Lender

By: 

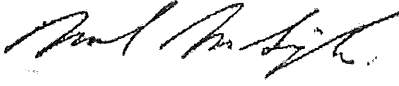
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Debt (WCTPT) SPV, LLC,
as a Lender

By: 

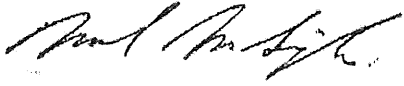
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit Opportunities (SBA), LLC,
as a Lender

By: 

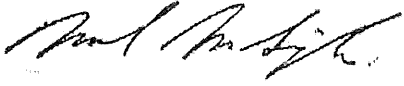
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Credit BDC Inc.,
as a Lender

By: 

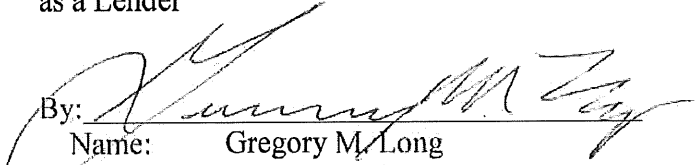
Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

Audax Senior Loan Insurance Fund SPV, LLC,
as a Lender

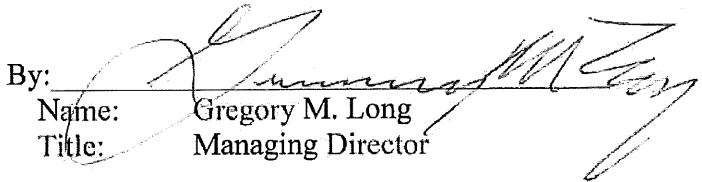
By: 

Name: **Michael P. McGonigle**
Title: **Authorized Signatory**

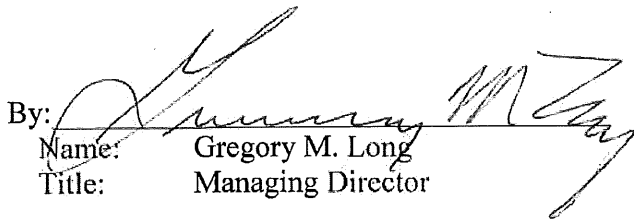
MARANON SENIOR CREDIT FUND II-A L.P.,
as a Lender

By: 
Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT FUND II-B SPV,
LLC,
as a Lender

By: 
Name: Gregory M. Long
Title: Managing Director

MARANON SENIOR CREDIT IV, LLC
as a Lender

By: 
Name: Gregory M. Long
Title: Managing Director