

a.	all principal payments scheduled or required to be made during or with respect to such period in respect of Indebtedness of the Loan Parties (excluding payment of Revolving Loans except to the extent the related revolving commitments are permanently reduced in connection with such payments).	\$ _____
b.	all Interest Expense of the Loan Parties for such period paid or required to be paid in cash during such period.	\$ _____
c.	all taxes of the Loan Parties paid or required to be paid for such period.	\$ _____
d.	all distributions, dividends, redemptions and other cash payments made or required to be made during such period with respect to the Capital Stock of any Loan Party.	\$ _____
e.	all Management Fees paid or required to be paid during such period.	\$ _____
f.	[the value of the inventory of the Loan Parties on a consolidated basis as of the Closing Date][14] [the positive difference, if any, of (i) the value of inventory of the Loan Parties on a consolidated basis as of such date minus (ii) the value of inventory of the loan Parties on a consolidated basis one (1) year prior to such date][15].	\$ _____
5. ratio of Item D.3 to Item D.4		_____ to 1.00
6. Minimum Fixed Charge Coverage Ratio permitted pursuant to Section 6.18(d) of the Credit Agreement for the Fiscal Quarter ending on the Covenant Date.		_____ to 1.00
In Compliance? Y/N		_____
E. Section 6.18(e) of the Credit Agreement – Maximum Same Store Sales Decline[16]		
1.	the aggregate amount of sales (excluding bulk sales of inventory) for all Mature Retail Locations for the twelve (12) month period ending on the Covenant Date.	\$ _____
2.	the aggregate amount of sales (excluding bulk sales of inventory) for all Mature Retail Locations[17] for the twelve (12) month period ending such date of the immediately preceding calendar year.	\$ _____
3.	Item E.1 divided by Item E.2.	_____ %
4.	Item E.3 minus 1.	_____ %
5.	Maximum Same Store Sales Percentage permitted pursuant to Section 6.18(e) of the Credit Agreement as of the last day of any Fiscal Quarter.	-5.50%
In Compliance? Y/N		_____
F. Section 6.18(f) of the Credit Agreement – Maximum New Store Openings		
1.	the number of new retail locations of the Loan Parties in the twelve (12) month period ending on the Covenant Date.[18]	_____
In Compliance? Y/N		_____

[14] For Fiscal Quarters ending June 30, 2018, September 30, 2018, December 31, 2018 and March 31, 2019.

[15] For Fiscal Quarters ending after March 31, 2019.

[16] At all times that the Senior Leverage Ratio is less than 1.50:1.00, the Maximum Same Store Sales Decline Covenant is not applicable.

[17] Only applicable to any retail location of a Loan Party, as of any date of determination, established and in operation continuously for a period of eighteen (18) months or more as of such date. At all times that the Senior Leverage Ratio is less than 1.50:1.00, the Minimum EBITDA Covenant is not applicable.

[18] At all times the Senior Leverage Ratio is greater than or equal to 2.00:1.00, establish more than three (3) new retail locations of the Loan Parties in any consecutive twelve (12) month period. At all times the Senior Leverage Ratio is less than 2.00:1.00, establish more than four (4) new retail locations of the Loan Parties in any consecutive twelve (12) month period.

## EXHIBIT C

### Form of Assignment and Acceptance

This Assignment Agreement (this “Assignment Agreement”) is entered into as of \_\_\_\_\_ by and between the Assignor named on the signature page hereto (“Assignor”) and the Assignee named on the signature page hereto (“Assignee”). Reference is made to that certain Amended and Restated Credit Agreement, dated as of June 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), by and among VINTAGE STOCK, INC., a Missouri corporation (the “Borrower”), the lenders from time to time party thereto, as lenders, COMVEST CAPITAL IV, L.P., a Delaware limited partnership as agent for the Lenders (the “Agent”), and acknowledged and agreed to by VINTAGE STOCK AFFILIATED HOLDINGS LLC, a Nevada limited liability company and sole equity holder of the Borrower (the “Parent”).

Assignor and Assignee agree as follows:

1. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor the interests set forth on the schedule attached hereto, in and to Assignor's rights and obligations under the Credit Agreement and the other Loan Documents as of the Effective Date (as defined below). Such purchase and sale is made without recourse, representation or warranty except as expressly set forth herein.
2. Assignor: (i) represents that as of the Effective Date, it is the legal and beneficial owner of the interests assigned hereunder free and clear of any adverse claim; (ii) makes no other representation or warranty and assumes no responsibility with respect to any statement, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any Loan Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any other Person or the performance or observance by any Loan Party of its Obligations under the Credit Agreement or the Loan Documents or any other instrument or document furnished pursuant thereto.
3. Assignee: (i) represents and warrants that it is legally authorized to enter into this Assignment Agreement and that it complies with requirements to be a Lender under the Credit Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (iii) agrees that it will, independently and without reliance upon Agent, Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; (vi) represents that on the date of this Assignment Agreement it is not presently aware of any facts that would cause it to make a claim under the Credit Agreement; (vii) agrees to provide documentation and other information required by the Agent in the form prescribed by the United States Internal Revenue Service certifying as to such Lender's entitlement to exemption from withholding or deduction of taxes; (viii) agrees that it will not at any time fail to comply with the requirements to be a Lender under the Credit Agreement; and (ix) represents and warrants that it is not, and agrees that will not at any time become, a Competitor.

4. The effective date for this Assignment Agreement shall be as set forth on the schedule attached hereto (the "Effective Date"). Following the execution of this Assignment Agreement, it will be delivered to Agent for acceptance and recording by Agent pursuant to the Credit Agreement.

5. Upon such acceptance and recording, from and after the Effective Date, (i) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment Agreement, have the rights and obligations of a Lender thereunder and (ii) Assignor shall, to the extent provided in this Assignment Agreement, relinquish its rights (other than indemnification rights) and be released from its obligations under the Credit Agreement.

6. Upon such acceptance and recording, from and after the Effective Date, Agent shall make all payments in respect of the interest assigned hereby (including payments of principal, interest, fees and other amounts) to Assignee. Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date with respect to the making of this assignment directly between themselves.

7. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

8. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Assignment Agreement. Receipt by telecopy or email transmission of any executed signature page to this Assignment Agreement shall constitute effective delivery of such signature page.

[the remainder of this page is intentionally blank]

The parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:  
\_\_\_\_\_

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

ASSIGNEE:  
\_\_\_\_\_

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

Consented to:  
  
COMVEST CAPITAL IV, L.P.,  
as Agent

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

Schedule to Assignment Agreement

Assignor: \_\_\_\_\_

Assignee: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Amended and Restated Credit Agreement dated as of June 7, 2018 by and among VINTAGE STOCK, INC., a Missouri corporation (the "Borrower"), the lenders from time to time party thereto, as lenders, COMVEST CAPITAL IV, L.P., a Delaware limited partnership as agent for the Lenders (the "Agent"), and acknowledged and agreed to by VINTAGE STOCK AFFILIATED HOLDINGS LLC, a Nevada limited liability company and sole equity holder of the Borrower (the "Parent").

Interests Assigned:

	Term Loan
Assignor Amount (pre-assignment)	\$
Amount Assigned	\$
Assignee Amount (post-assignment; not including any amount of the Term Loan and/or Commitment already held by the Assignee)	\$

Assignee Information:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telecopy: \_\_\_\_\_

Address for Payments:

Bank: \_\_\_\_\_

ABA #: \_\_\_\_\_

Account #: \_\_\_\_\_

Reference: \_\_\_\_\_

## EXHIBIT D

### Form of Borrowing Notice

Reference is made to that certain Amended and Restated Credit Agreement, dated as of June 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), by and among VINTAGE STOCK, INC., a Missouri corporation (the "Borrower"), the lenders from time to time party thereto, as lenders, COMVEST CAPITAL IV, L.P., a Delaware limited partnership as agent for the Lenders (the "Agent"), and acknowledged and agreed to by VINTAGE STOCK AFFILIATED HOLDINGS LLC, a Nevada limited liability company and sole equity holder of the Borrower (the "Parent").

1. Pursuant to Section 2.01(a) of the Credit Agreement and in accordance with the applicable terms and conditions of the Credit Agreement, the Borrower requests that the Lenders make a Term Loan to the Borrower in the amount of \$[ ] on [mm/dd/yy] (the "Borrowing Date"), such Term Loan to bear interest at the LIBOR Rate plus the Applicable Margin. The Borrower hereby authorizes and directs Agent to disburse the proceeds of the Term Loan, as set forth on and pursuant to Exhibit A attached hereto.

2. The Borrower hereby certifies that:

- a. the representations and warranties set forth in Article III of the Credit Agreement and in the other Loan Documents are true and correct on and as of the Closing Date both before and after giving effect to the transactions contemplated in the Credit Agreement (including the funding of the Term Loan);
- b. no Default or Event of Default has occurred and is continuing or would result from the making of the Term Loan requested hereby or the consummation of the transactions contemplated hereby; and
- c. no Material Adverse Effect has occurred and is continuing or would result from the making of the Term Loan requested hereby.

3. After giving pro forma effect to the making of the Term Loan and the consummation of the transactions contemplated hereby, the Borrower is in compliance on a pro forma basis with the covenants set forth in Section 6.18 of the Credit Agreement recomputed for the most recently ended month for which information is available using the financial covenant levels for the applicable testing date set forth in Section 6.18 of the Credit Agreement.

4. After giving pro forma effect to the making of the Term Loan and the consummation of the transactions contemplated hereby, the Senior Leverage Ratio for the twelve (12) month period ending March 31, 2018 is not greater than 2.66:1.00.

5. The Loan Parties have made available to Agent a fully executed or conformed copy of each Revolving Loan Document. Each Revolving Loan Document is in full force and effect and includes such amendments and modifications requested to permit the Term Loan, the Liens securing the Term Loan, this Agreement and the other Loan Documents.

6. Agent has received evidence that Parent has received an equity contribution (in the form of cash common equity or preferred stock on terms and conditions reasonably satisfactory to Agent) in an amount not less than \$[ ] (the "Sponsor Equity Contribution"). Parent has made an equity contribution to the Borrower in an amount equal to the Sponsor Equity Contribution.

[the remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF**, Borrower has caused this Borrowing Notice to be executed and delivered by its duly authorized representative as of the date set forth below.

**VINTAGE STOCK, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A to Borrowing Notice**

Disbursements and Wiring Instructions

[see attached.]



**SCHEDULE C-1**

**COMMITMENTS AND PRO RATA SHARES**

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Pro Rata Share</u>
Comvest Capital IV, L.P.	\$21,163,200	88.18%
Comvest Capital IV (Luxembourg) Master Fund, SCSp	\$2,836,800	11.82%
TOTALS	\$24,000,000	100%