UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

PetSmart, Inc.

(Name of Issuer)

Common Stock, $0.0001 par value per share
(Title of Class of Securities)

716768106
(CUSIP Number)

Soulef Hadjoudj
Caisse de dépôt et placement du Québec
1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3
(514) 847-5998
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 14, 2014
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. □

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 716768106

1.	NAMES OF REPORTING PERSONS. **Caisse de dépôt et placement du Québec**		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A) ☐ (B) ☒		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (See Instructions) OO		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION **Québec, Canada**		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER	52,500
	8.	SHARED VOTING POWER	--
	9.	SOLE DISPOSITIVE POWER	52,500
	10.	SHARED DISPOSITIVE POWER	--
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 52,500		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐*		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.05%		
14.	TYPE OF REPORTING PERSON: IA		

ITEM 1. SECURITY AND ISSUER

This Schedule 13D is being filed by Caisse de dépôt et placement du Québec ("CDP") with respect to the Common Stock, $0.0001 par value per share (the "Common Stock"), of PetSmart, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 19601 N. 27th Avenue, Phoenix, Arizona 85027.

ITEM 2. IDENTITY AND BACKGROUND

(a) CDP is a legal person without share capital created by a special act of the Legislature of the Province de Québec.

(b) and (c)(i) The address for CDP is 1000, place Jean-Paul-Riopelle, Montréal, Québec, H2Z 2B3. The principal business of CDP is to receive on deposit and manage funds deposited by agencies and instrumentalities of the Province de Québec. The name, residence or business address and principal occupation or employment and citizenship of each director, executive officer and controlling person are available in Annex A to this Schedule 13D.

(d) During the five years prior to the date hereof, CDP has not been convicted in a criminal proceeding.

(e) During the five years prior to the date hereof, CDP has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction ending in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Between October 4, 2012 and August 29, 2014 CDP purchased 52,500 shares of Common Stock in open market transactions for an aggregate purchase price of approximately $3,570,000. The source of the funds used to acquire such Common Stock was funds on deposit at CDP.

ITEM 4. PURPOSE OF TRANSACTION

On December 14, 2014, the Issuer announced in a press release (included as Exhibit 99.1 and incorporated by reference herein) that the Issuer, Argos Holdings Inc. ("Parent") and Argos Merger Sub Inc. ("Merger Sub") had entered into an Agreement and Plan of Merger dated as of December 14, 2014 (the "Merger Agreement"), pursuant to which, at the Effective Time (as defined therein), Merger Sub will be merged with and into the Issuer (the "Merger") and each share of the Issuer's Common Stock outstanding immediately prior to the Effective Time (the "Shares"), other than Dissenting Shares (as defined in the Merger Agreement) and Shares owned by the Issuer, Parent and any direct or indirect holding company of Parent, including the Shares subject to the Rollover Agreement (as defined below), shall be converted into the right to receive $83.00 in cash. Consummation of the Merger is subject to approval of the Issuer's stockholders and certain additional conditions. The foregoing description of the Merger Agreement in this Item 4 is qualified in its entirety by reference to the Merger Agreement included as Exhibit 99.2 and incorporated by reference herein.

It is anticipated that the funding for the transactions (the "Transactions") contemplated by the Merger Agreement will consist of (i) equity financing in the form of up to approximately $1.83 billion in cash to be contributed to Parent by (A) funds or other entities affiliated with or established by BC Partners, Inc. ("BC Partners"), (B) CDP, (C) Kokoro Investment Pte. Ltd., a private company limited by shares organized under the laws of the Republic of Singapore ("Kokoro"), which is managed by GIC Special Investments Pte. Ltd. ("GICSI") and (D) affiliates of StepStone Group LP (such affiliates collectively, "StepStone") and (ii) debt financing of approximately $6.20 billion and a $750 million senior secured ABL facility to be provided by Citigroup Global Markets, Nomura Securities International, Inc., Jefferies Finance LLC, Barclays Bank PLC and Deutsche Bank AG and, in some cases, certain of their affiliates. In addition, Longview Asset Management, LLC ("Longview"), on behalf of its clients, will contribute the Rollover Shares (as defined below) to Parent immediately prior to the Effective Time (as defined in the Merger Agreement) in exchange for equity interests in Parent (the "Longview Rollover").

In connection with the Merger Agreement, (i) BC Partners, (ii) CDP, (iii) Kokoro and (iv) StepStone (the foregoing persons referred to in items (i), (ii), (iii) and (iv) are referred to as the "Equity Sponsors") provided equity commitment letters (the "Equity Commitment Letters") to Parent, pursuant to which the Equity Sponsors severally committed, on the terms and subject to the conditions contained therein, to contribute (or cause to be contributed) to Parent up to an aggregate of $1.83 billion in connection with the consummation of the transactions contemplated by the Merger Agreement. Pursuant to the Equity Commitment Letter executed by CDP (the "Caisse Equity Commitment Letter"), CDP has agreed, on the terms and subject to the conditions contained therein, to contribute to Parent an aggregate amount up to $265 million. The foregoing description of the Caisse Equity Commitment Letter disclosed in this Item 4 is qualified in its entirety by reference to the Caisse Equity Commitment Letter included as Exhibit 99.3 and incorporated by reference herein.

The Equity Sponsors also provided termination fee commitment letters (the "Termination Fee Commitment Letters") to Parent and the Issuer, pursuant to which the Equity Sponsors have severally agreed, on the terms and subject to the conditions contained therein, to purchase (by payment to Parent or its designee(s), including the Issuer (or its designess)) common equity securities of Parent for purposes of allowing Parent to pay a termination fee and reimburse or indemnify the Issuer with respect to certain expenses and liabilities in connection with the Merger, subject to the respective caps set forth therein. Pursuant to the Termination Fee Commitment Letter executed by CDP (the "Caisse Termination Fee Commitment Letter"), CDP has agreed, on the terms and subject to the conditions contained therein, to purchase (by payment to Parent or its designee(s), including the Issuer (or its designess)) common equity securities of Parent for purposes of allowing Parent to pay a termination fee and reimburse or indemnify the Issuer with respect to certain expenses and liabilities in connection with the Merger, in an aggregate amount up to $73,796,614.20. The foregoing description of the Caisse Termination Fee Commitment Letter disclosed in this Item 4 is qualified in its entirety by reference to the Caisse Termination Fee Commitment Letter included as Exhibit 99.4 and incorporated by reference herein.

Concurrently with the execution of the Merger Agreement, Longview and Parent entered into a Rollover Commitment Letter, dated December 14, 2014 (the "Rollover Agreement"). Pursuant to the Rollover Agreement, Longview agreed, subject to the terms and conditions of the Rollover Agreement, to cause 3,012,050 Shares owned by certain clients of the Longview (the "Rollover Shares"), to be transferred and contributed, immediately prior to the Closing (as defined in the Merger Agreement), to Parent in exchange for equity interests of Parent.

Concurrently with the execution of the Merger Agreement, the Issuer, Parent and Longview entered into a Voting Agreement, dated as of December 14, 2014 (the "Voting Agreement"). Pursuant to the Voting Agreement, Longview has agreed to among other things, unless the Voting Agreement is terminated in accordance with its terms, at any meeting of the stockholders of the Issuer at which approval and adoption of the Merger Agreement is to be voted upon, (i) be present (in person or by proxy) at such meeting, (ii) vote the Owned Shares (as defined therein) in favor of the approval and adoption of the Merger Agreement and the transactions contemplated thereby, and (iii) vote against any other action, proposal, agreement or transaction made in opposition to or competition with the Merger or the Merger Agreement that is not approved by the Board of Directors of the Issuer. The foregoing description of the Voting Agreement disclosed in this Item 4 is qualified in its entirety by reference to the Voting Agreement included as Exhibit 99.5 and incorporated by reference herein.

Concurrently with the execution of the Merger Agreement, CDP, Kokoro, StepStone K Strategic Opportunities Fund, L.P., StepStone K Strategic Opportunities Fund II, L.P., StepStone Capital Partners III, L.P., StepStone Capital Partners III Offshore Holdings, L.P., BC European Capital IX-1 to 11 LP and Longview (the "Investors") and Parent entered into an Interim Investors Agreement, which governs certain actions of Parent and the Investors with respect to the Merger Agreement, the Rollover Agreement, the Equity Commitment Letters, the Termination Fee Commitment Letters and the transactions contemplated by the foregoing. Pursuant to the Interim Investors Agreement, the Majority Holder (as defined therein) may cause Parent to take or refrain from taking any action with respect to the Merger Agreement and the transactions contemplated thereby, subject to certain exceptions. The Interim Investors Agreement also provides for the sharing among the Investors (other than Longview) of the termination fee that may become payable by the Issuer to Parent. The foregoing description of the Interim Investors Agreement disclosed in this Item 4 is qualified in its entirety by reference to the Interim Investors Agreement included as Exhibit 99.6 and incorporated by reference herein.

The purpose of the Transactions is for Parent to acquire all of the outstanding Shares through the Merger. If the Merger is consummated, the Shares will be delisted from Nasdaq and will cease to be registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Issuer will be privately held by Parent.

The Merger Agreement and the transactions contemplated thereby could result in one or more of the actions specified in clauses (a)-(j) of Item 4 of Schedule 13D, including, but not limited to, the acquisition or disposition of additional securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the present board of directors of the Issuer and a change to the present capitalization or dividend policy of the Issuer. CDP is expected to take actions in furtherance of the Merger Agreement (including any amendment thereof) and the transactions contemplated thereby.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a, b) CDP beneficially owns 52,500 shares, representing approximately .05% of the outstanding shares by virtue of its direct holdings.

In addition, pursuant to Section 13(d)(3) of the Act, the Investors may, on the basis of the facts described elsewhere herein, be considered to be a "group" with beneficial ownerhip of 8,214,170 Shares. CDP disclaims any beneficial ownership of the 8,161,670 Shares held by other Investors, and nothing herein shall be deemed to be an admission by CDP as to the beneficial ownership of such Shares. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission by CDP that they are the beneficial owner of any Shares as may be beneficially owned by the other Investors for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

(c) There have been no transactions in the Shares by CDP within the past sixty days.

(d) This Item 5(d) is not applicable.

(e) This Item 5(e) is not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The response to Item 4 is incorporated by reference herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

EXHIBIT NO.	DESCRIPTION
99.1	Issuer Press Release, dated December 14, 2014 (incorporated by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K filed on December 15, 2014)
99.2	Agreement and Plan of Merger, dated as of December 14, 2014, by and among Argos Holdings Inc., Argos Merger Sub Inc. and PetSmart, Inc. (incorporated herein by reference to Exhibit 2.1 to the PetSmart, Inc. Form 8-K filed on December 16, 2014).
99.3	Equity Commitment Letter, dated as of December 14, 2014, between CDP and Argos Holdings Inc.
99.4	Termination Fee Commitment Letter, dated as of December 14, 2014, between CDP, Argos Holdings Inc. and PetSmart, Inc.
99.5	Voting Agreement, dated as of December 14, 2014, among the Reporting Person, Argos Holdings Inc. and PetSmart, Inc. (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on December 16, 2014).
99.6	Interim Investors Agreement, dated as of December 14, 2014, among CDP, Argos Holdings Inc. and the other investors named therein.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 23, 2014

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

By: /s/ Soulef Hadjoudj
Name: Soulef Hadjoudj
Title: Legal Counsel

Schedule A

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

Directors and Officers

Name and Occupation	Residence	Citizenship
Robert Tessier Chairman of the Board of Directors Caisse de dépôt et placement du Québec	Saint-Lambert, Québec Canada	Canadian
Michael Sabia President and Chief Executive Officer Caisse de dépôt et placement du Québec	Montréal, Québec Canada	Canadian
Elisabetta Bigsby Corporate Director	Toronto, Ontario Canada	Canadian
Patricia Curadeau-Grou Strategic Adviser to the President and Chief Executive Officer Banque Nationale du Canada	Outremont, Québec Canada	Canadian
Michèle Desjardins President Consultants Koby inc.	Montréal, Québec Canada	Canadian
Rita Dionne-Marsolais Corporate Director	Sutton, Québec Canada	Canadian
Gilles Godbout Corporate Director	Saint-Lambert, Québec Canada	Canadian
François Joly Corporate Director	Lac Supérieur, Québec Canada	Canadian
Jean La Couture President Huis Clos Ltée, Gestion et médiation	Montréal, Québec Canada	Canadian
François R. Roy Corporate Director	Montréal, Québec Canada	Canadian

Ouma Sananikone Corporate Director	New York, NY U.S.A	Dual Australian and British
Michael Sabia President and Chief Executive Officer	Westmount, Québec Canada	Canadian
Claude Bergeron Executive Vice-President and Chief Risk Officer	Montréal, Québec Canada	Canadian
Mr Andreas Beroutsos Executive Vice-President Private Equity and Infrastructure	New York, N.Y. U.S.A.	Greek
Michèle Boisvert Executive Vice-President, Public Affairs	Montréal, Québec Canada	Canadian
Frédérick Charette Executive Vice-President, Talent Management and Organizational Development	Montréal, Québec Canada	Canadian
Marc Cormier Executive Vice-President**,** Fixed income and Active Overlay Strategies	Montréal, Québec Canada	Dual French and Canadian
Christian Dubé Executive Vice-President, Québec	Sutton, Québec Canada	Canadian
Daniel Fournier Chairman and Chief Executive Officier Ivanhoe Cambridge	Outremont, Québec Canada	Canadian
Marie Giguère Executive Vice-President, Legal Affairs and Secretariat	Montréal, Québec Canada	Canadian
Jean-Luc Gravel Executive Vice-President, Equity Markets	Bromont, Québec Canada	Canadian
Roland Lescure Executive Vice-President and Chief Investment Officer	Outremont, Québec Canada	French
Pierre Miron Executive Vice-President, Operations and Information Technology	Repentigny, Québec Canada	Canadian
Bernard Morency Executive Vice-President, Depositors, Strategy and Chief Operations Officer	St-Lambert, Québec Canada	Canadian
Maarika Paul Executive Vice-President and Chief Financial Officer	Laval, Québec Canada	Canadian

Exhibit 99.3

Equity Commitment Letter

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3

December 14, 2014

To: Argos Holdings Inc.

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 14, 2014, by and among Argos Holdings Inc., a Delaware corporation ("Parent"), PetSmart, Inc., a Delaware corporation (the "Company"), and Argos Merger Sub Inc., a Delaware corporation ("Merger Sub"), pursuant to which Merger Sub shall be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Merger Agreement.

1. Caisse de dépôt et placement du Québec (the "Investor") agrees and commits that at the Closing, subject to the conditions set forth below, the Investor will, and/or will cause one or more of its assignees permitted by the terms hereof to, directly or indirectly, purchase from Parent common equity securities of Parent for cash in an amount up to $265,000,000.00 (the "Commitment") solely for the purpose of funding a portion of the following amounts at the Closing: (i) the payment at the Closing of the aggregate Merger Consideration and the amounts payable pursuant to Section 2.3 of the Merger Agreement, (ii) the payment of any and all fees and expenses required to be paid by Parent in connection with the Closing and the Debt Financing pursuant to and in accordance with the Merger Agreement and the Debt Commitment Letter and (iii) any repayment or refinancing of indebtedness of the Company and its respective Subsidiaries to be repaid or refinanced at the Closing, if any. The Investor and/or its permitted assignees will not have any obligation under any circumstance to contribute to, purchase equity or debt securities or other instruments of, or otherwise provide funds to, Parent in any amount in excess of the Commitment pursuant to this letter agreement.

2. The Investor's (and its permitted assignees') obligations under this letter agreement to fund the Commitment are subject to the satisfaction of each of the following conditions: (i) the satisfaction or waiver by Parent of each of the conditions set forth in Section 6.1 and Section 6.3 of the Merger Agreement (other than (x) those conditions that by their nature are to be satisfied by actions to be taken at the Closing, but subject to the satisfaction or waiver of such conditions or (y) those conditions the failure of which to be satisfied is a result of any breach by Parent or Merger Sub of their representations, warranties, covenants or agreements contained in the Merger Agreement), (ii)(a) the substantially contemporaneous consummation of the Merger in accordance with the terms of the Merger Agreement or (b) the Company having irrevocably confirmed in writing that if an order of specific performance is granted and the Debt Financing and the financing contemplated by this letter agreement are funded, then the Company will consummate the Merger on the date the Merger is required to be consummated by Parent and (iii)(a) the prior or substantially contemporaneous funding of the Debt Financing pursuant to the Debt Commitment Letter (solely with respect to amounts required to consummate the Merger) or (b) the Debt Financing will be funded substantially contemporaneously if the Commitment is or will be funded and the amounts required to be funded by the other Equity Investors pursuant to their respective Equity Financing Commitment Letters are or will be funded.

3. All obligations under this letter agreement shall expire automatically and immediately upon the earliest to occur of (a) consummation of the Merger, (b) the valid termination of the Merger Agreement pursuant to Article VII of the Merger Agreement (provided that, for the avoidance of doubt, any purported termination of the Merger Agreement that is not, or is later determined not to have been, a valid termination shall not give rise to a termination of this letter agreement pursuant to this Section 3(b)); (c) one (1) year after the End Date; provided that, in the event a claim by the Company under the second sentence of Section 6 of this letter agreement or any claim seeking an injunction, specific performance or other equitable remedy against Parent or Merger Sub under Section 8.5(b) of the Merger Agreement is then pending, this letter agreement shall not terminate under this clause (c) until any such claim has been resolved in a final non-appealable decision by a court of competent jurisdiction; or (d) the date that the Company or any of its Subsidiaries assert in any litigation or other legal proceeding or arbitration any claim in connection with the Merger Agreement or the transactions contemplated thereby (including in respect of any oral representations made or alleged to be made in connection therewith) against (i) the Investor under its Termination Fee Commitment Letter (except in the event that such claim is determined by a court of competent jurisdiction to have been brought improperly because the Merger Agreement was not validly terminated or otherwise, in which case the obligations under this letter agreement will not expire or terminate in respect of such claim pursuant to this Section 3(d)(i)), (ii) the Investor that is expressly prohibited hereunder or (iii) any Non-Recourse Party in violation of Section 4 hereof.

4. Notwithstanding anything that may be expressed or implied in this letter agreement, no Person other than the Investor and its permitted assignees shall have any obligation hereunder or in connection with the transactions contemplated hereby and, notwithstanding that the Investor may be a partnership or limited company, no recourse hereunder or under any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against any former, current or future equity holder, controlling person, director, officer, employee, agent, Affiliate (other than Parent or Merger Sub), member, manager, general or limited partner, representative or successor or assignee of the Investor or any former, current or future equity holder, controlling person, director, officer, employee, agent, Affiliate (other than Parent or Merger Sub), member, manager, general or limited partner, representative or successor or assignee of the foregoing and including any other Parent Related Party (other than Parent or Merger Sub) (such persons, collectively, but in each case excluding the Investor itself and all other Equity Investors and their permitted assignees, the "Non-Recourse Parties"), whether by the enforcement of any assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law; provided that (and notwithstanding anything to the contrary provided herein or otherwise) nothing herein shall limit the rights of the Company against Parent or Merger Sub under the Merger Agreement, or any other party under the other Equity Commitment Letters, the Termination Fee Commitment Letters, the Voting Agreement or the Confidentiality Agreements, in each case pursuant to the terms and conditions thereof. The parties hereto expressly agree and acknowledge that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Non-Recourse Party, as such, for any obligations of the Investor and/or its permitted assignees under this letter agreement or any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim based on, in respect of, or by reason of, such obligations or their creation.

5. Concurrently with the execution and delivery of this letter agreement, the Investor is executing and delivering to the Company the Termination Fee Commitment Letter. The Company's remedies against the Investor under the Termination Fee Commitment Letter or the Company's remedies under the applicable Confidentiality Agreement shall, and are intended to, be the sole and exclusive monetary remedies available to the Company and its Affiliates against the Investor or any of the Non-Recourse Parties for any loss, damage or recovery of any kind (including consequential, indirect or punitive damages, and whether at law, in equity or otherwise) arising under or in connection with any breach of the Merger Agreement or of the failure of the transactions contemplated by the Merger Agreement to be consummated or otherwise in connection with the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to be made in connection therewith (whether or not Parent's breach is caused by the breach by the Investor of its obligations under this letter agreement).

6. Subject to the immediately following sentence, this letter agreement may only be enforced by Parent and, except as provided in the immediately following sentence, nothing in this letter agreement shall be construed to confer upon or give to the Company or any other Person (including Parent's creditors) any right to enforce this letter agreement or to cause Parent to enforce this letter agreement. Notwithstanding anything herein to the contrary, solely to the extent specific performance is permitted by Section 8.5 of the Merger Agreement or as provided in Section 7 hereof, Parent and the Investor acknowledge and agree that the Company is an express third party beneficiary of this letter agreement and the Company may enforce, or cause Parent to specifically enforce, performance of the Investor's obligation to fund the Commitment, in each case subject to (i) the limitations and conditions set forth in this letter agreement and (ii) the terms and conditions of the Merger Agreement, including, without limitation, Section 8.5 thereof. The Investor hereby waives any defense to specific performance that a remedy at law would be adequate or that, absent specific performance, no irreparable harm would be suffered and any requirement under applicable Law to post a bond or other security as a prerequisite to obtaining equitable relief.

7. This letter agreement shall inure to the benefit of and be binding upon Parent and the Investor; provided, however, that this letter agreement may not be enforced in whole or in part against the Investor without giving effect to the limitations on the obligations of the Investor expressly set forth in this letter agreement. This letter agreement may not be terminated, amended or otherwise modified (or any provision waived) without the prior written consent of Parent, the Company and the Investor; provided, however, that the Investor may amend this letter agreement to reflect any assignment permitted by the following section. Together with the Merger Agreement, the Termination Fee Commitment Letter, the Debt Commitment Letter and the applicable Confidentiality Agreement, this letter agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Investor or any of its Affiliates (other than any other Equity Investor), on the one hand, and Parent or the Company or any of their respective Subsidiaries, on the other, with respect to the transactions contemplated hereby.

8. The Investor may not assign its obligations to fund the Commitment; provided, however, that, without the consent of Parent or the Company, the Investor may assign its rights, interests and obligations under this letter agreement to any of its Affiliates; provided, further, that no such assignment shall relieve the Investor of its obligations hereunder. Notwithstanding anything to the contrary set forth herein, Parent may assign its rights under this letter agreement to any Person to which Parent validly assigns its interest in the Merger Agreement.

9. The obligation of the Investor to fund any portion of the Commitment may be reduced at the time of the Closing by the Investor to the extent (and only to the extent) that Parent does not require at the time of the Closing the full amount of the Commitment in order to fulfill its obligations in full under, and consummate the transactions contemplated by, the Merger Agreement (including the payment of the aggregate Merger Consideration in full). In lieu of purchasing common equity securities of Parent, subject to the prior receipt and prior delivery to the Company of a written consent from the Debt Financing Sources irrevocably agreeing that the Equity Contribution (as defined in the Debt Commitment Letter) may be funded by the purchase of equity interests other than common equity securities or debt securities or other instruments of Parent, the Investor may satisfy its Commitment in whole or in part by the purchase, directly or indirectly, of equity interests other than common equity securities or debt securities or other instruments of Parent, only if the purchase of such equity interests or debt securities or other instruments does not and will not, directly or indirectly, cause or result in the failure of any condition to the Debt Financing.

10 THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE AND WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. Each party to this letter agreement irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware in any action or proceeding arising out of or relating to this letter agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Delaware state or federal court. Each party to this letter agreement hereby waives the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties further agree, to the extent permitted by Law, that any final and unappealable judgment against any of them in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Each of the parties hereto agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in Law or in equity, whether in contract or in tort or otherwise in any forum other than any state or federal court sitting in the State of Delaware. EACH PARTY TO THIS LETTER AGREEMENT IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LETTER AGREEMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS LETTER AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS LETTER AGREEMENT OR ANY RELATED INSTRUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS LETTER AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS PARAGRAPH. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

11. The Investor hereby represents and warrants to Parent that (a) it is duly organized and validly existing under the laws of its jurisdiction or organization and has all necessary entity power and authority to execute, deliver and perform this letter agreement, (b) the execution, delivery and performance of this letter agreement by it has been duly and validly authorized and approved by all necessary entity action by it, (c) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against it in accordance with the terms of this letter agreement, (d) the Commitment is less than the maximum amount that it is permitted to invest at the Closing in any one portfolio investment pursuant to the terms of its organizational or governing documents or otherwise, (e) it has, and will have at the Closing, available funds (which may be in the form of uncalled capital commitments, if applicable, and which are available to be used at the Closing as provided herein) in excess of the sum of the Commitment hereunder and all other unfunded contractually binding equity or debt commitments of the Investor that are currently outstanding, (f) all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this letter agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this letter agreement, and (g) this letter agreement does not conflict with or result in any breach, violation or infringement of (with or without notice, the lapse of time or both) any provision of its organizational or governing documents or violate or infringe any Law applicable to the Investor.

12. This letter agreement shall be treated as confidential and is being provided to Parent solely in connection with the Merger Agreement and may not be used, circulated, quoted or otherwise referred to in any document (other than the Merger Agreement and the Termination Fee Commitment Letters), except with the prior written consent of the Investor; provided, however, that (a) this letter agreement shall be provided to the Company (so long as the Company agrees to keep, and agrees to cause its respective Affiliates and Representatives to keep, this letter agreement confidential on terms that are substantially identical to the terms contained in this sentence) and (b) the Company may disclose this letter agreement (i) to its respective Affiliates and representatives, (ii) to the extent required by Law or the applicable rules of any national securities exchange (including, without limitation, a summary description thereof in the documents filed or furnished by the Company with the U.S. Securities and Exchange Commission) or (iii) in connection with any litigation relating to the Merger Agreement and the transactions contemplated thereby.

13. This letter agreement shall inure to the benefit of and be binding upon Parent and the Investor. Nothing in this letter agreement, express or implied, is intended to nor does it confer (a) upon any person other than the Company, Parent and the Investor any rights or remedies under, or by reason of, or any rights to enforce or cause Parent to enforce, the Commitment or any provisions of this letter agreement or (b) upon any person any rights or remedies against any person other than Parent and the Investor (and their respective permitted assignees) under or by reason of this letter agreement; provided that the Non-Recourse Parties are express third party beneficiaries of Section 4 of this letter agreement and shall be entitled to enforce the provisions of Section 4 of this letter agreement. Without limiting the foregoing, Parent's creditors (for the avoidance of doubt, other than the Company) shall have no right to specifically enforce this letter agreement or to cause Parent to enforce this letter agreement. For the avoidance of doubt, the Commitment will be only funded to Parent or its permitted assignees and under no circumstances will the Company be entitled to or seek that the Investor fund, or cause the funding, of the Commitment directly to the Company.

14. All notices required to be given hereunder, including, without limitation, service of process, shall be sufficient if in writing, and sent by email (provided that any notice received by email or otherwise at the addressee's location on any Business Day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next Business Day), by reliable national overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

if to the Investor:

Caisse de dépôt et placement du Québec
1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3

Attention: Jean-Francois Couture, Director Investment
Email: jfcouture@lacaisse.com

with a copy to:

Legal Affairs
Caisse de dépôt et placement du Québec
1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3

Attention: Sophie Lussier, Senior Director, Legal Affairs
Email: slussier@lacaisse.com

or to such other address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or received. Any party to this letter agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or two (2) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

If to the Parent, as provided in Section 8.7 of the Merger Agreement. A copy of all notices provided by Parent to the Investor or the Investor to Parent hereunder shall be given to the Company as provided in Section 8.7 of the Merger Agreement.

15. This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[*SIGNATURES STARTING ON NEXT PAGE*]

Very truly yours,

Caisse de dépôt et placement du Québec

By: /s/ Andreas Beroutsos
Name: Andreas Beroutsos
Title: Executive Vice-President

By: /s/ Jean-François Couture
Name: Jean-François Couture
Title: Investments Director

Accepted and agreed
as of the date first written above:

Argos Holdings Inc.

By: /s/ Michael Chang
Name: Michael Chang
Title: Vice President and Treasurer

Exhibit 99.4

Termination Fee Commitment Letter

Caisse de dépôt et placement du Québec

1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3
December 14, 2014

To: Argos Holdings Inc.
PetSmart, Inc.

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 14, 2014, by and among Argos Holdings Inc., a Delaware corporation ("Parent"), PetSmart, Inc., a Delaware corporation (the "Company"), and Argos Merger Sub Inc., a Delaware corporation ("Merger Sub"), pursuant to which Merger Sub agreed to be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Merger Agreement.

1. Upon the terms and subject to the conditions set forth herein, and subject to Section 4 hereof, Caisse de dépôt et placement du Québec (the "Investor") hereby commits to purchase, or cause an assignee permitted by this letter agreement to purchase (by payment to Parent or its designee(s), including the Company Designee (as defined herein)), directly or indirectly, common equity securities of Parent for cash in an amount up to $73,796,614.20 solely for the purposes of allowing Parent to pay (A) the Parent Termination Fee in accordance with the Merger Agreement and subject to the limitations set forth in the Merger Agreement (the "Termination Commitment"), and (B) the fees and expenses and reimbursement obligations Parent is responsible for pursuant to Section 5.17 and the last sentence of each of Section 5.11(b) and Section 7.3(b) of the Merger Agreement (clause (B), the "Other Termination Amounts" and, together with the Termination Commitment, the "Termination Obligations"); provided, that, notwithstanding any other provision hereof (but subject to Section 4), (i) the Investor shall not be required to make any payment hereunder or in connection herewith and/or purchase, directly or indirectly, equity securities of Parent pursuant to this letter agreement for an aggregate amount in excess of $73,796,614.20 (the "Cap") and (ii) this letter agreement does not give any person any rights or remedies against the Investor or any Non-Recourse Party (as such term is defined below), other than as expressly set forth herein, and this letter agreement shall not be enforced without giving effect to the Cap. The obligation of the Investor to purchase equity securities of Parent to fund, or cause the funding of, the Termination Commitment shall be subject to the Parent Termination Fee becoming due and payable by termination of the Merger Agreement in the circumstances specified therein and in accordance with the terms thereof. The Investor shall be required to fulfill its commitment to purchase equity securities of Parent to fund, or cause the funding of, Parent's payment of any Other Termination Amounts no later than the date that the related fees, expenses and other liabilities are due and payable pursuant to or in connection with the Merger Agreement. Reference herein to the "Equity Commitment Letter" shall mean the Equity Commitment Letter between Parent and the Investor, dated the date hereof.

2. The obligation of the Investor to fund or pay, or cause the funding or payment of, the Termination Obligations shall automatically and immediately terminate upon the earliest to occur of (1) the Effective Time, (2) valid termination of the Merger Agreement in accordance with its terms (other than a termination of the Merger Agreement (x) for which the Parent Termination Fee is or becomes, in accordance with Section 7.3(b) of the Merger Agreement, payable by Parent or (y) which does not discharge the obligation to pay any Other Termination Amounts (any such termination for which the Parent Termination Fee is payable or that does not discharge the obligation to pay any Other Termination Amounts, a "Qualifying Termination")), and (3) the 180th day after a Qualifying Termination unless prior to the 180th day after such Qualifying Termination, the Company or any of its Subsidiaries shall have commenced a suit, action, arbitration or other legal proceedings against Parent or the Investor seeking to enforce its rights under the Merger Agreement or hereunder, including alleging the Parent Termination Fee or Other Termination Amounts are payable to the Company, or subject to the terms hereof, to Parent (a "Qualifying Claim"), in which case this letter agreement shall remain in full force and effect until the final determination of such Qualifying Claim. In the event that the Company or any of its Subsidiaries institutes any litigation or other legal proceeding (A) asserting that any provisions of this letter agreement are illegal, invalid or unenforceable in whole or in part or that the Investor is liable in excess of the Cap, (B) arising under, or in connection with, the Merger Agreement, the Debt Financing or the transactions contemplated thereby, in each case other than a Retained Claim (as defined below) or (C) in respect of a Retained Claim in any court or other tribunal other than a court or tribunal provided in this letter agreement, the Merger Agreement, the Confidentiality Agreements or the Equity Financing Commitment Letters (excluding any claim, action or proceeding to enforce any arbitration or judicial award), then (x) the obligations of the Investor under this letter agreement shall terminate ab initio and be null and void, (y) if the Investor has previously made any payments under this letter agreement to Parent or Merger Sub, the Investor shall be entitled to recover such payments and (z) none of the Investor, Parent, Merger Sub nor any Non-Recourse Party (other than any other Equity Investor) shall have any liability to the Company or any of its Affiliates under this letter agreement or with respect to the Merger Agreement, the Debt Financing or the transactions contemplated hereby or thereby. "Retained Claims" means (i) claims by the Company (1) to enforce its rights under this letter agreement (provided that the maximum aggregate liability of the Investor under this letter agreement shall in no event exceed an amount equal to the Cap and shall in no event be due and payable unless the Parent Termination Fee or any Termination Obligation would otherwise be due and payable in accordance with the terms of the Merger Agreement), (2) to enforce the funding of the Parent Termination Fee or any Termination Obligations to the Company or, subject to the terms hereof, to Parent or its designees, including the Company Designee (provided that the maximum aggregate liability of the Investor under this letter agreement shall in no event exceed an amount equal to the Cap and shall in no event be due and payable unless the Parent Termination Fee or any other Termination Obligation would otherwise be due and payable in accordance with the terms of the Merger Agreement), (3) to enforce the funding of the Commitment (as defined in the Equity Commitment Letter) to Parent only to the extent that the Company is expressly entitled to enforce such funding in accordance with the Equity Commitment Letter and Section 8.5 of the Merger Agreement and subject to all of the terms, conditions and limitations herein and therein, (4) to specifically enforce the provisions of the Confidentiality Agreement applicable to such Investor (including any joinder pursuant thereto) (the "Applicable Confidentiality Agreement"), (5) claims by the Company against Parent or Merger Sub under and in accordance with the Merger Agreement, (6) claims by the Company under and in accordance with the Voting Agreement or (7) to enforce any arbitration or judicial award of any such Retained Claims.

3. Notwithstanding anything that may be expressed or implied in this letter agreement, no Person other than the Investor and its permitted assignees shall have any obligation hereunder or in connection with the transactions contemplated hereby and, notwithstanding that the Investor may be a partnership or a limited company, no recourse hereunder or under any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against any former, current or future equity holder, controlling person, director, officer, employee, agent, Affiliate (other than Parent), member, manager, general or limited partner, representative or successor or assignee of the Investor or any former, current or future equity holder, controlling person, director, officer, employee, agent, Affiliate (other than Parent), member, manager, general or limited partner, representative or successor or assignee of the foregoing and including any other Parent Related Party (such persons, collectively, but in each case excluding the Investor itself, Parent, Merger Sub and all other Equity Investors and their permitted assignees, the "Non-Recourse Parties"), whether by the enforcement of any assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law; provided that (and notwithstanding anything to the contrary provided herein or otherwise) nothing herein shall limit the rights of the Company against Parent or Merger Sub under the Merger Agreement, the Investor hereunder, or any other party to the other Termination Fee Commitment Letters, the Equity Commitment Letters or the Applicable Confidentiality Agreement, in each case pursuant to the terms and conditions thereof. The parties hereto expressly agree and acknowledge that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Non-Recourse Party, as such, for any obligations of the Investor and/or its permitted assignees under this letter agreement or any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim based on, in respect of, or by reason of, such obligations or their creation.

4. Notwithstanding anything herein to the contrary, this letter agreement may only be enforced by the Company or, with the Company's prior written consent, by Parent, and except as provided in the immediately following sentence, nothing in this letter agreement shall be construed to confer upon or give any other Person (including Parent's creditors) any right to enforce this letter agreement or to cause Parent or the Company to enforce this letter agreement. Notwithstanding anything herein to the contrary, solely to the extent the Termination Obligations are due and payable in accordance with the Merger Agreement, Parent and the Investor acknowledge and agree that the Company has the sole right to receive the payment of the Termination Obligations from the Investor, or, if elected by the Company, from Parent, and in addition to enforcing its rights hereunder directly against the Investor, the Company may cause Parent to specifically enforce the Investor's obligation to fund the Termination Obligations, in each case subject to the limitations and conditions set forth in this letter agreement; provided that, in either the case where the Company so enforces or the Parent so enforces, the Parent and the Investor agree that the Investor shall fund the Termination Obligations directly to the Company or its designee (the "Company Designee"), and provided further that, notwithstanding anything in this letter to the contrary (including Section 1), the Investor will not pay, or be required to pay, any amounts in respect of the Termination Obligations to Parent unless it determines to do, and only with the prior written consent of the Company, and any payment by the Investor to Parent in breach of this proviso will not apply towards the Cap. The Investor hereby waives any defense to specific performance that a remedy at law would be adequate or that, absent specific performance, no irreparable harm would be suffered and any requirement under applicable Law to post a bond or other security as a prerequisite to obtaining equitable relief.

5. This letter agreement shall inure to the benefit of and be binding upon Parent, the Company and the Investor; provided, however, that this letter agreement may not be enforced in whole or in part against the Investor without giving effect to the limitations on the obligations of the Investor expressly set forth in this letter agreement. This letter agreement may not be amended or otherwise modified (or any provision waived) without the prior written consent of Parent, the Company and the Investor; provided, however, that the Investor may amend this letter agreement to reflect any assignment permitted by the following section. Together with the Merger Agreement, the Equity Commitment Letter, the Debt Commitment Letter and the Applicable Confidentiality Agreement, this letter agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Investor or any of its Affiliates (other than any other Equity Investor), on the one hand, and Parent or the Company or any of their respective Subsidiaries, on the other, with respect to the transactions contemplated hereby.

6. The Investor may not assign its obligations to fund the Termination Obligations; provided, however, that, without the consent of Parent or the Company, the Investor may assign its rights, interests and obligations under this letter agreement to any of its Affiliates; provided, further, that no such assignment shall relieve the Investor of its obligations hereunder. Notwithstanding anything to the contrary set forth herein, Parent may assign its rights under this letter agreement to any Person to which Parent validly assigns its interest in the Merger Agreement.

7. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE AND WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

8. Each of Parent, Investor and Company agree on behalf of themselves and any of its respective Affiliates that all disputes arising out of or concerning the existence, validity interpretation or performance of this letter agreement, but not the Merger Agreement (unless expressly provided therein), shall be exclusively resolved by binding arbitration administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules in accordance with this Section 8. The arbitral panel shall consist of three members, one to be appointed by the Investor and Parent jointly and one to be appointed by the Company with the third to be chosen by the two party-appointed arbitrators. If either the Investor and Parent or the Company fails to appoint an arbitrator or the two party-appointed arbitrators fail to appoint the third within the prescribed time periods, then the appointments shall be made by the ICDR pursuant to its rules and procedures in effect at the time of the appointments. Arbitration may be commenced by the Investor, Parent or the Company by giving written notice to the others and to the ICDR pursuant to the rules of the ICDR then in existence. Within 15 calendar days of such notice, the party or parties demanding arbitration shall appoint its arbitrator. Within 15 calendar days of that appointment, the other party shall appoint its arbitrator. Within 15 calendar days after the appointment of both party-appointed arbitrators, those two shall appoint the third, who shall preside over the panel. The situs of the arbitration shall be the City of New York. Each arbitrator shall be impartial and shall be a retired Delaware Chancery Court judge or Delaware Supreme Court justice, or shall otherwise be knowledgeable about and experienced with the law of Delaware and have had at least 15 years of legal experience in the area of mergers and acquisitions and who is not affiliated with any party hereto or their advisors. The parties further agree that the party or parties instituting arbitration shall make a submission of no more than 25 pages setting forth its legal arguments and evidentiary proofs within 30 days of the selection of the presiding arbitrator, the opposing party or parties shall respond within a submission setting forth its legal arguments and proofs within 30 days thereafter and a reply may then be submitted within seven days. The arbitration panel shall not conduct evidentiary hearings unless the panel deems it necessary for resolution of the dispute or upon a showing of good cause by either party. Discovery shall not be allowed except upon a showing of good cause by either party. Upon request of either party, the panel shall provide an opportunity for oral presentations and argument. The arbitration panel shall issue its award within 30 days after the hearing or the reply if there is no hearing. Any award shall be in a signed and written instrument which shall include the reasons for the award. The arbitral panel is authorized to award monetary damages and to grant specific performance of the letter agreement and other injunctive relief, including interim relief pending the final award, in each case subject to the terms and conditions of this letter agreement and the Merger Agreement. The panel shall have plenary powers to resolve any and all matters subject to the arbitration in such manner as the panel in its discretion deems appropriate consistent with the applicable substantive law of the State of Delaware. The parties hereto shall bear their own costs incurred in connection with the arbitration and share equally the fees and expenses of the arbitral panel and the costs of administration. The arbitral award shall be final and non-appealable and may be enforced in any court of competent jurisdiction.

9. The Investor hereby represents and warrants to Parent and the Company that (a) it is duly organized and validly existing under the laws of its jurisdiction or organization and has all necessary entity power and authority to execute, deliver and perform this letter agreement, (b) the execution, delivery and performance of this letter agreement by it has been duly and validly authorized and approved by all necessary entity action by it, (c) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against it in accordance with the terms of this letter agreement, (d) the Termination Obligations are less than the maximum amount that it is permitted to invest at the Closing in any one portfolio investment pursuant to the terms of its organizational or governing documents or otherwise, (e) it has, and will have through the term of this letter agreement available funds (which may be in the form of uncalled capital commitments, if applicable) in excess of the sum of the Termination Obligations hereunder and all other unfunded contractually binding equity or debt commitments of the Investor that are currently outstanding, (f) all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this letter agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this letter agreement, and (g) this letter agreement does not conflict with or result in any breach, violation or infringement of (with or without notice, the lapse of time or both) any provision of its organizational agreements (or similar governing documents) or violate or infringe any Law applicable to the Investor.

10. This letter agreement shall be treated as confidential and is being provided to Parent solely in connection with the Merger Agreement and may not be used, circulated, quoted or otherwise referred to in any document (other than the Merger Agreement and the Equity Commitment Letters), except with the prior written consent of the Investor; provided, however, that (a) this letter agreement shall be provided to the Company (so long as the Company agrees to keep, and agrees to cause its respective Affiliates and representatives to keep, this letter agreement confidential on terms that are substantially identical to the terms contained in this sentence) and (b) the Company may disclose this letter agreement (i) to its respective Affiliates and representatives, (ii) to the extent required by Law or the applicable rules of any national securities exchange (including, without limitation, a summary description thereof in the documents filed or furnished by the Company with the U.S. Securities and Exchange Commission) or (iii) in connection with any litigation relating to the Merger Agreement and the transactions contemplated thereby.

11. Nothing in this letter agreement, express or implied, is intended to nor does it confer (a) upon any person other than the Company, Parent and the Investor any rights or remedies under, or by reason of, or any rights to enforce or cause Parent to enforce, the Termination Obligations or any provisions of this letter agreement or (b) upon any person (other than the Company) any rights or remedies against any person other than Parent and the Investor (and their respective permitted assignees) under or by reason of this letter agreement; provided that the Non-Recourse Parties are express third party beneficiaries of Section 3 of this letter agreement and shall be entitled to enforce the provisions of Section 3 of this letter agreement. Without limiting the foregoing, Parent's creditors (for the avoidance of doubt, other than the Company) shall have no right to specifically enforce this letter agreement or to cause Parent to enforce this letter agreement or have any rights or remedies against Parent or the Investor by under this letter agreement or any documents or instruments delivered in connection herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith or for any claim based on, in respect of, or by reason of, such obligations or their creation.

12. All notices required to be given hereunder, including, without limitation, service of process, shall be sufficient if in writing, and sent by email (provided that any notice received by email or otherwise at the addressee's location on any Business Day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next Business Day), by reliable national overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

if to the Investor:

Caisse de dépôt et placement du Québec
1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3

Attention: Jean-Francois Couture, Director Investment
Email: jfcouture@lacaisse.com

with a copy to:

Legal Affairs
Caisse de dépôt et placement du Québec
1000, place Jean-Paul-Riopelle
Montréal, Québec
H2Z 2B3

Attention: Sophie Lussier, Senior Director, Legal Affairs
Email: slussier@lacaisse.com

or to such other address as any party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or received. Any party to this letter agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or two (2) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

If to the Parent or the Company, as provided in Section 8.7 of the Merger Agreement. A copy of all notices provided by Parent to the Investor or the Investor to Parent hereunder shall be given to the Company as provided in Section 8.7 of the Merger Agreement.

13. When pursuing any of its rights and remedies hereunder against the Investor and/or Parent, the Company shall be under no obligation to pursue (or elect among) such rights and remedies it may have against such parties or any other Person for the Termination Obligations or any right of offset with respect thereto, and any failure by the Company to pursue (or elect among) such other rights or remedies or to collect any such payments or to realize upon or to exercise any such right of offset, and any release by the Company of any Person or any right of offset or other claim, shall not relieve any Person of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law or equity, of the Company. It shall not be a condition to the assertion or collection of a claim against the Investor by the Company that the Company prior thereto shall have asserted or reduced to judgment any claim against Parent.

14. The Investor agrees that the Company may, in its sole discretion, at any time and from time to time, without notice to or further consent of the Investor, extend the time of payment of the Termination Obligations or accept or release any security therefor, and may also make, with the consent of the other parties hereto, any agreement for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or, with the consent of the other parties hereto, for any modification of any agreement between or among the Company, Parent and/or the Investor, without in any way impairing or affecting any obligations under this letter agreement. Notwithstanding anything herein to the contrary (including Section 1), no payment or other satisfaction or discharge of the Termination Obligations to Parent shall satisfy Investor's obligation hereunder to pay the Termination Obligations unless and until the Company receives the full amount of the Termination Obligations (in each case, subject to the Cap), and in the event that any Termination Obligation amount is paid but is thereafter recovered in any bankruptcy or insolvency proceeding or otherwise as a preference or on the basis of any other insolvency principle, the obligations of the Investor hereunder shall be reinstated to the extent of any such recovery, in each case, subject to the Cap.

15. This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument

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[*SIGNATURES STARTING ON NEXT PAGE*]

Very truly yours,

Caisse de dépôt et placement du Québec

By: /s/ Andreas Beroutsos
Name: Andreas Beroutsos
Title: Executive Vice-President

By: /s/ Jean-François Couture
Name: Jean-François Couture
Title: Investments Director

Accepted and agreed
as of the date first written above:

Argos Holdings Inc.

By: /s/ Michael Chang
Name: Michael Chang
Title: Vice President and Treasurer

PetSmart, Inc.

By: /s/ David K. Lenhardt
Name: David K. Lenhardt
Title: President and Chief Executive Officer

Exhibit 99.6

Execution Version

CONFIDENTIAL

INTERIM INVESTORS AGREEMENT

This Interim Investors Agreement (the "Agreement") is made as of December 14, 2014, by and among Longview Asset Management, LLC (the "Rollover Investor"), Argos Holdings Inc., Kokoro Investment Pte Ltd. ("GIC"), Caisse de dépôt et placement du Québec ("Caisse"), StepStone K Strategic Opportunities Fund, L.P., StepStone K Strategic Opportunities Fund II, L.P., StepStone Capital Partners III, L.P. and StepStone Capital Partners III Offshore Holdings, L.P. ("Stepstone") and BC European Capital IX-1 to 11 LP ("BCP", and together with GIC, Caisse and Stepstone, the "Initial Investors"). The Initial Investors and the Rollover Investor are collectively referred to herein as the "Consortium Investors." The Consortium Investors, together with any other party joining this Agreement after the date hereof (the "Joining Investors") are collectively referred to herein as the "Investors." References in this Agreement to "Parent" shall mean either (x) Argos Holdings Inc. or (y) another entity through which the Investors determine to collectively make their investment (or rollover investment) in Argos Holdings Inc. (currently anticipated to be a Delaware limited partnership), as the context requires.

RECITALS

1. On the date hereof, Parent, Argos Merger Sub Inc., a wholly owned subsidiary of Argos Holdings Inc. ("Merger Sub"), and Petsmart, Inc. (the "Company") have executed an Agreement and Plan of Merger (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and this Agreement, the "Merger Agreement") pursuant to which Merger Sub, or a permitted assignee, will be merged with and into the Company (the "Merger") with the Company surviving the Merger as the continuing corporation and a wholly owned subsidiary of Parent.

2. Each of the Initial Investors has, on the date hereof, executed a letter agreement (each, a "Closing Equity Commitment Letter", and collectively, the "Closing Equity Commitment Letters") in favor of Parent in which each such Initial Investor has agreed, subject to the terms and conditions set forth therein, to make, directly or indirectly, a cash equity investment in Parent at the Closing (as defined herein) in the amount set forth in such Closing Equity Commitment Letter (the "Commitment").

3. Each of the Initial Investors has, on the date hereof, executed a letter agreement (each, a "Termination Fee Equity Commitment Letter", and collectively, the "Termination Fee Equity Commitment Letters", and together with the Closing Equity Commitment Letters, the "Equity Commitment Letters") in favor of Parent in which each such Initial Investor has agreed, subject to the terms and conditions set forth therein, to make, directly or indirectly, a cash equity investment in Parent for the purpose of allowing Parent to pay the Parent Termination Fee (as defined in the Merger Agreement).

4. The Rollover Investor has, on the date hereof, executed a letter agreement (the "Rollover Agreement") in favor of Parent in which the Rollover Investor has agreed, subject to the terms and conditions set forth herein and therein, to directly or indirectly transfer and deliver to Parent immediately prior to Closing that number of shares of common stock, par value $0.0001 per share, of the Company set forth in the Rollover Agreement (such commitment, the "Rollover Commitment").

5. The Consortium Investors and Parent wish to agree to certain terms and conditions that will govern the actions of Parent and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letters, and the Rollover Agreement and the transactions contemplated by each.

Therefore, the parties hereto hereby agree as follows:

1 EFFECTIVENESS; DEFINITIONS.

1.1 Effectiveness. This Agreement shall become effective on the date hereof and shall terminate upon the earlier to occur of (a) the closing under the Merger Agreement (the "Closing"), (b) with respect to the Rollover Investor only, the termination of the Merger Agreement in accordance with its terms and (c) with respect to the parties hereto other than the Rollover Investor, the termination of the Merger Agreement in accordance with its terms and the payment of all amounts, if any, owed by Parent to the Company thereunder; *provided*, that (x) any liability for failure to comply with the terms of this Agreement, and all accrued rights and benefits, shall survive such termination and (y) Sections 1.1, 1.2, 2.2, 2.3, 2.6 and 2.9, 3 and 5 (other than Section 5.10)) shall continue in full force and effect in accordance with their terms.

1.2 Definitions. Certain terms are used in this Agreement as specifically defined herein. Certain of those definitions are set forth in Section 3 hereof. Capitalized terms used herein but not defined shall have the meanings given to them in the Merger Agreement.

2 AGREEMENTS AMONG THE INVESTORS.

2.1 Actions Under the Merger Agreement. Subject to Section 2.2 below and subject to consulting with the other Investors, the Investor or Investors holding a majority of the Commitments and the Rollover Commitment, taken as a whole, in the aggregate (the "Majority Holder") may cause Parent to take or refrain from taking any action with respect to the Merger Agreement and the transactions contemplated thereby, including: (a) determining that the conditions to closing specified in Sections 6.1 and 6.3 of the Merger Agreement (the "Closing Conditions") have been satisfied, (b) waiving compliance with any agreements or any Closing Conditions contained in the Merger Agreement, (c) amending, supplementing or modifying the Merger Agreement or (d) terminating the Merger Agreement.

2.2 Non-Consenting Investors.

2.2.1 Notwithstanding anything to the contrary in Section 2.1 above, Parent shall not, and the Majority Holder shall not permit Parent to, (x) modify or amend the Merger Agreement so as to increase the amount or modify the form of the Merger Consideration, decrease the Company Termination Fee or increase the Parent Termination Fee or any other obligations related to the Termination Fee Equity Commitment Letter or (y) amend the terms and conditions of the Merger Agreement in a way that is materially and disproportionately adverse to any Investor relative to any other Investor without such Investor's consent; *provided* that in the event that the Majority Holder is willing to agree to, proceed with, or take any action or enter into any agreement (or, in each case, permit Parent or Merger Sub to do so) with respect to such matters, and any Initial or Joining Investor declines to agree to, proceed with, take any such action or enter into any such agreement (or, in each case, to permit Parent or Merger Sub to do so) with respect to such matters, the Majority Holder may nevertheless proceed with such matters by first obtaining (in accordance with Section 2.2.2) Commitments to replace such declining Initial or Joining Investor's Commitment and then terminating such declining Initial or Joining Investor's participation in the transaction (such terminated Investor, a "Non-Consenting Investor") and, in such event, such Non-Consenting Investor shall have no liability or obligations (a) hereunder (other than Section 5 (other than Section 5.10)) or (b) under its Equity Commitment Letters (and the other Initial or Joining Investors shall cause such Non-Consenting Investor to be released from, or indemnified for, any obligation under its Equity Commitment Letters as a condition to any such termination).

2.2.2 In the event that the Majority Holder wishes to terminate a Non-Consenting Investor's participation in the transaction pursuant to Section 2.2.1 or a Non-Consenting Rollover Investor's participation in the transaction pursuant to Section 2.2.3, the Initial Investors (that are not Non-Consenting Investors) shall be entitled to fund the amount of equity that is subject to such Non-Consenting Investor's Commitment or equal to the value of the Rollover Commitment in the case of a Non-Consenting Rollover Investor by increasing their Commitments on a *pro rata* basis based on their respective Commitments. If, in accordance with the immediately preceding sentence, none or not all of the Non-Consenting Investor's Commitment (or equity in an amount equal to the value of the Non-Consenting Investor's Rollover Commitment in the case of a Rollover Investor) is accepted by such Initial Investors, then the Majority Holder shall be entitled to fund the amount of equity that is not accepted by such Initial Investors and/or the Majority Holder may offer the portion of the Non-Consenting Investor's Commitment (or equity in an amount equal to the value of the Non-Consenting Investor's Rollover Commitment in the case of a Rollover Investor) that has not been accepted by the Initial Investors (including the Majority Holder), to the other Investors, if applicable, or to a new investor or investors, and will negotiate in good faith the terms of any replacement arrangements.

2.2.3 Notwithstanding anything to the contrary in Section 2.1 above, Parent shall not, and the Majority Holder shall not permit Parent to (directly or indirectly), (x) modify or amend the Merger Agreement so as to increase the amount or modify the form of the Merger Consideration, (y) modify or amend any of the Equity Commitment Letters or this Agreement in any way that would materially and adversely affect the Rollover Investor or (z) amend the terms and conditions of the Merger Agreement in a way that is materially and disproportionately adverse to the Rollover Investor relative to any other Investor without the Rollover Investor's consent; *provided* that in the event that the Majority Holder is willing to agree to, proceed with, or take any action or enter into any agreement (or, in each case, permit Parent or Merger Sub to do so) with respect to such matters, and the Rollover Investor declines to agree to, proceed with, take any such action or enter into any such agreement (or, in each case, to permit Parent or Merger Sub to do so) with respect to such matters, the Majority Holder may nevertheless proceed with such matters by first obtaining (in accordance with Section 2.2.2) Commitments to replace the amount of equity equal to the value of the Rollover Commitment and then terminating the Rollover Investor's participation in the transaction (such terminated Rollover Investor, a "Non-Consenting Rollover Investor") and, in such event, such Non-Consenting Rollover Investor shall have no liability or obligations (a) hereunder (other than Section 5 (other than Section 5.10)) or (b) under its Rollover Agreement (and the other Investors shall cause such Non-Consenting Rollover Investor to be released from, or indemnified for, any obligation under its Rollover Agreement as a condition to any such termination).

2.3 Failing Investors. Subject to Section 2.2 above, in the event that (a) the Majority Holder determines that the Closing Conditions are satisfied or validly waived or (b) an award of specific performance to fund the Commitments of any Initial or Joining Investor or to transfer and contribute the Rollover Commitment by the Rollover Investor is granted under Section 8.5 of the Merger Agreement as contemplated by Section 2.5.1 hereof, the Majority Holder may, among other things, terminate, pursuant to Section 5.3, the participation in the transaction of (i) any Initial or Joining Investor that does not fund its Commitment or that asserts its unwillingness to fund its Commitment, in each case, as required by its Closing Equity Commitment Letter and (ii) the Rollover Investor if it does not transfer or contribute its Rollover Commitment or if it asserts its unwillingness to transfer or contribute its Rollover Commitment, in each case, as required by its Rollover Agreement; *provided* that such termination shall not affect the other Investors' or Parent's rights against such Failing Investor (as defined herein) with respect to such failure to fund or such Failing Investor's continuing obligations hereunder as set forth in (x) Sections 2.5, 2.9 and 5 (other than Section 5.10) hereof and (y) such Failing Investor's Equity Commitment Letters.

2.4 Debt Financing and Voting Agreement.

2.4.1 Subject to consulting with the other Consortium Investors, the Majority Holder may cause Parent and/or any holding company or Subsidiary of Parent, including Merger Sub and, at and after the Closing, the Company and its Subsidiaries, to (a) negotiate, enter into and borrow under definitive agreements relating to debt financing to be provided at the Closing and (b) arrange for, market and negotiate and enter into definitive agreements relating to high yield debt, including agreeing to the financial terms of such debt, to be issued at the Closing, in each such case, on terms and conditions consistent in all material respects with those set forth in the Debt Financing Commitments (including the flex provisions therein) and/or on such additional, modified or other terms as the Majority Holder shall approve; provided, that such additional, modified or other terms shall not be materially adverse to the Investors as compared to the terms of the Debt Commitment Letter; provided further that, for the avoidance of doubt, any such debt financing shall be non-recourse to the Investors.

2.4.2 Subject to consulting with the other Consortium Investors, the Majority Holder may cause Parent to take or refrain from taking any action with respect to the Voting Agreement, dated as of the date hereof, by and among the Rollover Investor, Parent and the Company (the "Voting Agreement"). The Rollover Investor agrees that until the Merger Agreement is terminated in accordance with its terms, the Rollover Investor will cause all "Owned Shares" (as defined in the Voting Agreement) to be voted in favor of approval and adoption of the Merger Agreement and the transactions contemplated thereby, including the Merger and against any other action, proposal, agreement or transaction made in opposition to or competition with the Merger or the Merger Agreement.

2.5 Equity Commitments.

2.5.1 Each of the Investors hereby affirms and agrees that it is bound by its Commitment or Rollover Commitment, as applicable, and the provisions set forth in each of its Equity Commitment Letters or Rollover Agreement, as applicable, and that Parent shall be entitled to enforce the provisions of each Equity Commitment Letter or Rollover Agreement, as applicable, upon the direction of (a) the Majority Holder (provided that the Majority Holder has delivered a written notice to each other Investor stating that the Majority Holder will fund its or their Commitment immediately prior to the consummation of the Merger and concurrently with the funding of the Commitments of the other Initial and Joining Investors and the transfer and contribution of the Rollover Commitment by the Rollover Investor) or (b) the Company if the Company is permitted to enforce, or to cause Parent to enforce, the provisions of the Equity Commitment Letters and Rollover Agreement, as applicable, under the specific circumstances and as specifically set forth therein and in Section 8.5 of the Merger Agreement and does in fact so enforce, or cause Parent to enforce, such provisions. To the extent Parent enforces any Equity Commitment Letter or Rollover Agreement, as applicable, at the direction of the Majority Holder, Parent shall not attempt to enforce any Closing Equity Commitment Letter or Rollover Agreement, as applicable, until the Closing Conditions have been satisfied or validly waived as permitted hereunder. The Equity Commitment Letters shall only be funded by each Initial and Joining Investor ratably and substantially contemporaneously with each of the other Initial and Joining Investors and with the Rollover Commitment under the Rollover Agreement, the Rollover Shares shall only be transferred and contributed to Parent substantially contemporaneously with the Initial and Joining Investors funding under their Commitments, and Parent shall only enforce the Equity Commitment Letters and Rollover Agreement ratably among the Investors. Parent shall not have any right to enforce an Equity Commitment Letter or Rollover Agreement, as applicable, unless acting at the direction of the Majority Holder or the Company as set forth above, and no Investor shall have any right to enforce any of the Equity Commitment Letters or the Rollover Agreement other than (x) an Investor shall have the right to enforce any Equity Commitment Letter or Rollover Agreement to which it is a party and (y) as set forth in the last sentence of Section 5.3.2.

2.5.2 Prior to the Closing and the contribution of the equity funding contemplated by each Equity Commitment Letter and the Rollover Investment contemplated by the Rollover Agreement, BCP (or an Affiliate thereof) shall be the shareholder and appoint the members of the board of directors of Parent or any of its holding companies or Subsidiaries, including Merger Sub.

2.5.3 Except in the case of and to the extent of any syndication, all equity interests issued by Parent in connection with the Equity Commitment Letters or Rollover Agreement, as the case may be, at the Closing shall be issued to the Investors and their respective Permitted Transferees *pro rata* in class, series and amount and otherwise in accordance with such Investors' Commitments or Rollover Commitment, as the case may be, and each Consortium Investor shall purchase (or acquire through rollover in the case of the Rollover Investor) equity interests (or debt instruments or securities) of each class and series at the same price per share (or other applicable unit).

2.6 Company Termination Fee. Any Company Termination Fee paid by the Company or any of its Affiliates to Parent or its designee pursuant to the Merger Agreement shall be promptly paid by Parent or its designee to the Initial Investors or their designees (other than with respect to a Failing Investor at the time of termination of the Merger Agreement) *pro rata* in proportion to their respective Commitments. A Non-Consenting Investor whose participation in the transaction has been terminated as provided in Section 2.2 shall not share in any portion of the Company Termination Fee. For the avoidance of doubt, when calculating the *pro rata* amount of any Company Termination Fee due to BCP or its designee, such calculation shall be made, unless otherwise determined by BCP, without giving effect to any syndications.

2.7 Notices. Each of Parent and BCP shall use its reasonable best efforts to keep the other Investors reasonably apprised of the status of matters relating to the transactions contemplated by the Merger Agreement and will use their reasonable best efforts to provide the other Investors with at least five (5) business days prior written notice of the Closing under the Merger Agreement. Any notices or correspondence received by Parent pursuant to the Merger Agreement shall be promptly provided to each Investor.

2.8 No Transfers. Prior to Closing, BCP shall not transfer any equity interests it holds in any common acquisition vehicle formed or used in connection with the transactions contemplated by this Agreement (including Parent) and, without the consent of the Majority Holder, no Investor shall transfer its obligations and rights under its Equity Commitment Letters other than (x) by BCP pursuant to any syndications or (y) to its Permitted Transferees.

2.9 Exclusivity.

2.9.1 Other than in connection with a syndication or potential syndication, no Investor shall, and each Investor shall cause its Affiliates not to, directly or indirectly (whether alone or jointly with one or more persons), engage in negotiations or discussions with any person, solicit or entertain proposals from any person, submit any indication of interest or bid to any person, or provide to any person information, in each case, other than with or to the Investors, their Affiliates and respective employees, advisors and representatives, regarding any transaction that entails the acquisition of all or substantially all of the assets or equity interests of the Company or an intended objective of which is to impede the acquisition of the Company (a "Competing Transaction"), nor shall any Investor or any of such Investor's Affiliates otherwise be involved with any Competing Transaction (whether as investor, lender, advisor or in any other capacity), except in each case, (x) in connection with this Agreement, (y) except with respect to the Majority Holder or its Affiliates, with the prior written consent of the Majority Holder or (z) in such Investor's capacity or their Affiliates' capacities as passive limited partners or passive investors in third party managed funds or vehicles. The forgoing restriction shall apply (including with respect to any Failing Investor) until seven days after this Agreement is terminated pursuant to Section 1.1.

2.9.2 Notwithstanding the foregoing provisions of Section 2.9.1 or anything to the contrary contained herein, nothing in this letter agreement shall limit the ordinary course activities of the Affiliates of GIC or Caisse (including brokerage, investment, financial, merger or other advisory, financing, asset management, trading, market making, arbitrage, and investment activities conducted in the ordinary course of business but, other than in the case of an Investor's Affiliates or investment divisions that are primarily engaged in public market investments, it being understood and agreed that participating in any transaction involving the acquisition of the Company other than by Parent shall not be considered ordinary course activities); *provided* that such activities are conducted in compliance with standard practices and procedures (including those known as "Chinese Walls") restricting the flow of information between such Affiliate's personnel who have access to confidential information with respect to the transactions contemplated herein and other personnel of such Affiliate.

2.10 Regulatory Matters. Each Investor will use reasonable best efforts to supply and provide information that is accurate in all material respects to any Governmental Entity requesting such information in connection with filings or notifications under, or relating to, any applicable laws or regulatory requirements or other regulatory matters; *provided* that, to the extent in accordance with the Merger Agreement: (i) confidential information of an Investor or its Affiliates may be provided on a counsel-only basis or directly to the applicable Governmental Entity requesting such information and (ii) to the extent permitted by applicable law, all appearances, submissions, presentations, briefs and proposals made or submitted by or on behalf of any Investor before any Governmental Entity shall be controlled by the Investor making or submitting such appearance, submission, presentation, brief or proposal, as applicable. Notwithstanding anything to the contrary in this Agreement, no Investor shall, whether prior to or following Closing, be required to cause any portfolio company, investment fund or other Affiliate of any Investor or any fund managed or advised by the same person as any such fund or any Affiliate thereof or any director, officer, employee, general partner, limited partner, member or manager of any of the foregoing to take any action, undertake any divestiture or restrict its conduct other than to provide responsive information required to make any submission or application to a Governmental Entity and to otherwise cooperate in connection with any such submission or application as is necessary and customary under the circumstances.

3 DEFINITIONS. For purposes of this Agreement:

"Failing Investor" shall mean any Investor (other than a Non-Consenting Investor or Non-Consenting Rollover Investor) that fails to fund its Commitment or transfer and contribute its Shares subject to its Rollover Commitment, as applicable, as provided in, and subject to, the other provisions of this Agreement, including Section 2.2, or provides notice that it will not fund its Commitment (either in its entirety or to pay such Investor's portion of the Parent Termination Fee) or that it will not transfer or contribute Shares in accordance with its Rollover Commitment in breach of the other provisions of this Agreement or following an order by a court of competent jurisdiction requiring such Initial or Joining Investor to so fund its Commitment or the Rollover Investor to contribute and transfer the Rollover Shares to Parent pursuant to the Rollover Agreement.

"Permitted Transferee" shall mean, (I) in respect of any Initial or Joining Investor, (a) any Affiliate or affiliated fund of such Investor, including any fund managed or advised by the same person or any Affiliate thereof or (b) any successor entity and (II) in respect of the Rollover Investor, (a) any Affiliate or affiliated fund of the Rollover Investor, including any fund managed or advised by the same person or any Affiliate thereof or (b) any successor entity or (c) (i) any lineal descendant of Henry Crown or Irving Crown, any spouse or adopted child of any such descendant, and any child of any such spouse (collectively, the "Crown Family"); (ii) a trust for the primary benefit of the Crown Family; (iii) the executors, administrators, or personal representatives of any member of the Crown Family (but only during the period the estate of such person is being administered); and (iv) any partnership, limited liability company, corporation or other entity (x) which is controlled, directly or indirectly, and (y) 100% of the equity interests in which are owned, directly or indirectly, by any one or more of the persons described in section (i)-(iii) above; provided in each of (I) and (II) above, any transfer to a Permitted Transferee shall be permitted only if, as a precondition to such transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Parent, to assume all of the obligations of the transferring Investor under, and be bound by all of the terms of, this Agreement.

4 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Each Initial and Joining Investor, severally and not jointly, hereby represents, warrants and covenants to Parent and each of the other Investors (a) the accuracy of such Investor's representations and warranties and such Investor's agreement to the covenants, in each case as set forth in its Equity Commitment Letter and (b) the accuracy of the representations and warranties set forth in Article IV of the Merger Agreement as they expressly relate to such Investor and its Affiliates (other than Parent, Merger Sub and their holding companies and any other Investors and their Affiliates). Each Rollover Investor, severally and not jointly with any other Investor, hereby represents, warrants and covenants to Parent (a) the accuracy of such Rollover Investor's representations and warranties and such Rollover Investor's agreement to the covenants, in each case as set forth in its Rollover Agreement and (b) the accuracy of the representations and warranties set forth in Article IV of the Merger Agreement as they expressly relate to such Rollover Investor and its Affiliates (other than Parent, Merger Sub and any other Investors and their Affiliates).

5 MISCELLANEOUS.

5.1 Amendment. This Agreement may be amended or modified, and the provisions hereof may be waived, only by an agreement in writing signed by each of the Investors or, to the extent only relating to any particular Investor or Investors, by the agreement in writing of such Investor or Investors, as applicable.

5.2 Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

5.3 Remedies.

5.3.1 The parties hereto agree that, except as provided herein, this Agreement will be enforceable by all available remedies at law or in equity (including, without limitation, specific performance). Parent will indemnify and hold harmless each Investor from any expenses, losses and damages, including, without limitation, attorneys' fees and expenses, to the extent arising from any breach by any other Investor of such other Investor's obligations hereunder, and an amount equal to such expenses, losses and damages shall be contributed by the breaching Investor to Parent, and the non-breaching Investors shall be entitled to cause Parent to enforce (or, in their discretion, to enforce directly on behalf of Parent) such remedies and contribution obligation against the breaching Investor.

5.3.2 Without limiting the foregoing, in the event the Majority Holder determines (a) that the Closing Conditions have been satisfied or waived and the Majority Holder is prepared to cause Parent to consummate the Merger and (b) to fund its Commitment in connection with the consummation of the Merger, but one or more Investors is or are a Failing Investor(s), the parties agree that the Majority Holder and Parent shall be entitled to (and shall be entitled to pursue at the same time in the alternative) either (x) specific performance of the terms of this Agreement, whether before or after the Closing, together with any costs of enforcement incurred by the Majority Holder and Parent in seeking to enforce such remedy or (y) payment by the Failing Investor in an amount equal to the out-of-pocket costs (including reasonable attorneys' fees), losses, damages or liabilities incurred by the Majority Holder, the other Investors, Parent and Merger Sub (and their holding companies) and each of their respective Representatives, in an amount not to exceed such Failing Investor's Commitment or the value of the Rollover Commitment or (c) (i) may terminate such Failing Investor's participation in the transaction as provided in Section 2.3 and (ii) the Majority Holder shall be entitled to fund all or any portion of the amount of equity that is subject to such Failing Investor's Commitment or equal to the value of the Rollover Commitment by increasing its Commitment, and if the Majority Holder does not wish to increase its Commitment (or does not wish to fund all of such Failing Investor's Commitment or an amount equal to the value of the Rollover Commitment) at such time, any other Initial Investor or Rollover Investor that is not a Failing Investor shall be entitled to increase its Commitment or its Rollover Commitment, as applicable, on a *pro rata* basis based on its Commitment or the value equal to its Rollover Commitment, as applicable, by any portion of the Failing Investor's Commitment or Rollover Commitment not accepted by the Majority Holder. If, in accordance with the immediately preceding sentence, none or not all of the Failing Investor's Commitment or Rollover Commitment is replaced, then the Majority Holder may offer the Failing Investor's Commitment (or if applicable, an amount equal to the value of the Failing Investor's Rollover Commitment), or the applicable portion thereof, to the other Investors, if applicable, or to a new investor or investors, and will negotiate in good faith the terms of any replacement arrangements. In addition, notwithstanding anything herein to the contrary, in the event BCP is a Failing Investor, the parties agree that each of the other Consortium Investors or Parent shall be entitled to (and shall be entitled to pursue at the same time in the alternative) either (x) specific performance of the terms of this Agreement, whether before or after the Closing, together with any costs of enforcement incurred by the Consortium Investors and Parent in seeking to enforce such remedy or (y) payment by the Majority Holder in an amount equal to the out-of-pocket costs (including reasonable attorneys' fees), losses, damages or liabilities incurred by the Consortium Investors (and their holding companies) and each of their respective Representatives, in an amount not to exceed the Majority Holder's Commitment.

5.4 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Investors may be partnerships, limited liability companies or limited companies, Parent and each Investor covenants, agrees and acknowledges that this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the Investors and none of the Investors' respective former, current, or future general or limited partners, equityholders, managers, members, directors, officers, affiliates (other than Parent), employees, agents, representatives, agents or affiliated funds or funds managed or advised by the same person or an affiliate thereof or of any partner, member, manager or affiliate thereof (each, other than an Investor, "Affiliates") shall have any liability for any obligations or liabilities of the Investors or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith.

5.5 No Third Party Beneficiaries. This Agreement shall be binding on each party hereto solely for the benefit of each other party hereto, and except as set forth in Section 5.4, nothing set forth in this Agreement, express or implied, shall be construed to confer, directly or indirectly, upon or give to any person other than the parties hereto any benefits, rights or remedies under or by reason of, or any rights to enforce or cause such parties to enforce, any provisions of this Agreement.

5.6 Press Release; Communications; Confidentiality; Access to Information.

5.6.1 Except as provided herein, none of the Investors shall disclose to any third party any non-public information concerning the other Investors or any of their Affiliates obtained in the course of discussions regarding the transactions contemplated by this Agreement or the Merger, or any other transactions contemplated by any agreement or document contemplated by this Agreement. Notwithstanding the foregoing, such information may be disclosed (a) to prospective lenders in connection with the Merger, advisors, and counsel and to an Investor's advisors, counsel and employees, in each case who need to know such information for the purpose of evaluating and consummating the Merger, (b) potential transferees and such potential transferee's advisors, counsel and employees in connection with a syndication, in each case who need to know such information for the purpose of evaluating such syndication and subject to the execution by such potential transferees of customary non-disclosure agreements, (c) to the extent the other Investors each consent (or the relevant other Investor consents) in writing, (d) to the extent required by any deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal process (subject to compliance with Section 5.6.4) or (e) to the extent such information (i) is or becomes publicly available other than as a result of a disclosure in violation hereof, (ii) is or becomes available on a nonconfidential basis from a source other than another Investor, *provided* that, to the receiving Investor's knowledge, such source was not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the disclosing Investor or another person, (iii) the receiving Investor can establish is already in its possession prior to November 1, 2014 and was obtained, to the receiving Investor's knowledge, without violation of a legal, contractual or fiduciary obligation to the disclosing Investor or another person or (iv) is independently developed by the receiving Investor without use or reference to any such information.

5.6.2 Each of the Investors agrees not to issue any press release or public statement with respect to the transactions contemplated by this Agreement without the prior written consent of the Consortium Investors (other than the consent of an Initial Investor that is a Non-Consenting Investor, a Non-Consenting Rollover Investor or Failing Investor except if such press release or public statement refers to such Investor); provided, that the restrictions in this Section 5.6.2 shall not apply to any public statement by an Investor that contains only information disclosed in a press release previously issued by the Company and Parent with respect to the transactions contemplated by this Agreement and the Merger Agreement. Each of the Investors agrees that the Rollover Investor may issue the statement attached hereto as Schedule 5.6.2.

5.6.3 The Investors agree that the obligations set forth in this Section 5.6 shall expire and have no further force or effect on the date that is two years after the date of this Agreement, other than the obligations set forth in Section 5.6.2, which shall survive and remain in full force and effect indefinitely following the date of this Agreement.

5.6.4 In the event that any Investor is requested, or required, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal process to disclose any of information described in the first sentence of Section 5.6.1, such Investor will, to the extent permissible, notify the applicable other Investors promptly so that such applicable other Investors may, at their sole expense, seek a protective order or other appropriate remedy or, in such applicable other Investors' sole discretion, waive compliance with the terms of this Agreement, and such Investor will consult and cooperate with such applicable other Investors, at such applicable other Investors' expense and to the extent permitted by law, with respect to taking steps to resist or narrow the scope of such requirement or legal process. In the event that no such protective order or other remedy is obtained, or such applicable other Investors waive compliance with the terms of this Agreement, the receiving Investor will furnish only that portion of such information which it is advised by counsel is legally required and will take all reasonable steps to obtain assurance that confidential treatment will be accorded the information described in the first sentence of Section 5.6.1 or such other information; *provided*, *however*, that the receiving Investor shall give the applicable other Investors advance written notice of any such information to be disclosed as far in advance of its disclosure as is reasonably practicable and permissible. Notwithstanding anything herein to the contrary, the maintenance of an Investor's confidentiality obligations under Section 5.6.1 shall not require such Investor or its Affiliates to initiate or participate in any legal action.

5.6.5 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not prohibit any Investor from disclosing any information that is required to be disclosed under applicable law, rules or regulations of any governmental authority or stock exchange; *provided* that the same procedures set forth in Section 5.6.4 regarding disclosures pursuant to legal process shall apply to such disclosures.

5.6.6 Parent agrees to make available as soon as reasonably practicable to the Investors any information furnished to Parent or its representatives by the Company pursuant to Section 5.2 of the Merger Agreement.

5.7 Governing Law; Consent to Jurisdiction. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the courts of the State of Delaware, as described above.

5.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

5.9 Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach occurring before or after that waiver.

5.10 Cooperation; Consultation. Subject to the express provisions of this Agreement, the Consortium Investors will use their reasonable best efforts to cooperate with each other in connection with the Merger and all other significant matters in connection therewith and the other matters contemplated hereby and (with respect to the Initial Investors) the debt financing for the Merger.

5.11 Litigation. Subject to the immediately following sentence and subject to consulting with the other Initial Investors, the Majority Holder shall be entitled to manage, prosecute, defend, compromise and/or settle any litigation or other action before any governmental authority or arbitrator (provided that each other Investor shall be entitled to participate in any such litigation or other action and to retain its own counsel) (i) brought against Parent, Merger Sub and/or any of the Investors by the Company or its Affiliates or any of the Company's shareholders or (ii) brought by or against Parent, Merger Sub and/or any of the Investors by or against any debt financing sources for the Merger or their affiliates; *provided* that the Majority Holder shall not settle any such litigation or other action or take any material actions with respect to the foregoing without the consent of each of the Investors that is party thereto (such consent not to be unreasonably withheld, delayed or conditioned); provided further, that any Investor party to any such litigation or other action may settle any such litigation or action solely as to itself so long as such settlement (i) does not involve non-monetary damages or adverse admissions, (ii) results in a complete dismissal from any claims against such Investor in such litigation or action and (iii) does not prejudice the other Investors or Parent with respect to such litigation or action or any related litigation or action. Notwithstanding anything to the contrary contained in this Agreement, each Investor shall have the exclusive right to manage, prosecute, defend, compromise and/or settle, in its sole discretion, any litigation or other action before any governmental authority or arbitrator brought solely against such Investor by the Company or any of its shareholders or Affiliates that does not relate to matters the subject of any other pending or threatened litigation, arbitration or other action involving Parent, Merger Sub and/or the other Investors.

5.12 Entire Agreement; Assignment. This Agreement, together with the agreements and other documents referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the parties or any of their affiliates with respect to the subject matter contained herein, except for such other agreements as are referenced herein and any existing confidentiality agreements entered into by any Investor or its Affiliates in connection with the transactions contemplated hereby which shall, in each case, continue in full force and effect in accordance with their terms. Other than as expressly provided herein or pursuant to any syndication, this Agreement shall not be assignable by any party hereto by operation of law or otherwise, without the prior written consent of the Initial Investors; *provided* that each of the Initial Investors may assign this Agreement to the ultimate parent of such Investor or any controlled affiliate of such parent.

5.13 Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy and electronic imaging scans), each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

ARGOS HOLDINGS INC.

By: /s/ Michael Chang
Name: Michael Chang
Title: Vice President and Treasurer

CIE MANAGEMENT IX LIMITED
FOR AND ON BEHALF OF THE LIMITED
PARTNERSHIPS BC EUROPEAN
CAPITAL IX – 1 TO 11 LP

By: /s/Matthew Elston
Name: Matthew Elston
Director, CIE Management IX Limited
acting as General Partner and Manager of
the Limited Partnerships BC European Capital IX – 1 to 11 LP

CAISSE DE DEPOT ET PLACEMENT DU QUEBEC

By: /s/Andreas Bertoutsos
Name: Andreas Bertoutsos
Title: Executive Vice President

By: /s/Jean-François Couture
Name: Jean-François Couture
Title: Investments Director

KOKORO INVESTMENTS PTE LTD.

By: /s/Jason Young
Name: Jason Young
Title: Authorized Signatory

STEPSTONE K STRATEGIC OPPORTUNITIES
FUND, L.P.

By: StepStone K Opportunities (GP), LLC

By: /s/Jason Ment
Name: Jason Ment
Title: Partner and General Counsel

STEPSTONE K STRATEGIC OPPORTUNITIES FUND II, L.P.

By: StepStone K Opportunities (GP), LLC

By: /s/Jason Ment
Name: Jason Ment
Title: Partner and General Counsel

STEPSTONE CAPITAL PARTNERS III, L.P.

By: StepStone Capital III (GP), LLC

By: /s/Jason Ment
Name: Jason Ment
Title: Partner and General Counsel

STEPSTONE CAPITAL PARTNERS III OFFSHORE HOLDINGS, L.P.

By: StepStone Capital III (GP), LLC

By: /s/Jason Ment
Name: Jason Ment
Title: Partner and General Counsel

LONGVIEW ASSET MANAGEMENT, LLC

By: /s/James A. Star
Name: James A. Star
Title: President

Schedule 5.6.2

Public statement concerning Petsmart, Inc.

Longview Asset Management, LLC invests on behalf of individuals, trusts, charitable foundations and other entities. Collectively, Longview clients own nearly 9 million shares of Petsmart, Inc., which represent approximately 9% of the Company's outstanding shares. Our present investment in the Company dates from 2005, making us among Petsmart's longest tenured shareholders.

This morning, Petsmart's Board of Directors announced its decision to sell the Company to a consortium led by BC Partners in a transaction which values the Company at approximately $9.2 billion in total, or $83 per share. We applaud the Board's decision and the outstanding result it has achieved for all shareholders. From the first time we approached the Board on a confidential basis, in May 2014, Petsmart's directors have worked diligently and with the highest standard of professionalism. Our clients appreciate the excellence with which this Board has fulfilled its obligations.

Consistent with its public statement of July 7th, Longview will invest a portion of its clients' shares alongside BC Partners and its consortium partners. We are excited to be partners with BC and to remain invested with Petsmart and its many associates throughout the nation.