

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **JTI-MACDONALD CORP.**

Applicant

**APPLICATION RECORD
(Volume 3 of 4)**

March 8, 2019

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton (LSO# 24266B)

Email: rthornton@tgf.ca

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicant

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **JTI-MACDONALD CORP.**

Applicant

**INDEX
(Volume 3 of 4)**

Tab	Document
VOLUME 1 OF THE APPLICATION RECORD OF JTIM	
1	Notice of Application dated March 8, 2019
2	Affidavit of Robert McMaster sworn March 8, 2019 (without exhibits)
3	Proposed Initial Order
4	Blackline of Initial Order to Model Initial Order
VOLUME 2 OF THE APPLICATION RECORD OF JTIM	
5	Affidavit of Robert McMaster sworn March 8, 2019
A	English Translation of the Quebec Court of Appeal Conclusions and Quebec Court of Appeal Summary of Judgment dated March 1, 2019
B	Organization Chart of Relevant Related-Party Companies
C	Trademark Amendments dated August 3, 2017 and January 26, 2019
D	Forbearance Letters with JTIM Related-Party Suppliers
E	Cash Collateral Agreement dated November 18, 2016
F	Cash Collateral Agreement dated February 24, 2017
G	Fourth Report of the Court dated February 16, 2005 (without exhibits)

Tab	Document
H	Example TM Term Debenture dated November 23, 1999
I	Convertible Debenture Subscription Agreement dated November 23, 1999 and Amending Agreement dated December 23, 2014
J	Demand Debenture dated December 2, 1999
K	TM Forbearance Letter (without schedules) dated August 3, 2017
L	First, Second, Third, Fourth and Fifth Forbearance Extensions
M	Letter from TM's counsel dated February 28, 2019
N	TM Debenture Amending Agreement dated August 3, 2017
O	Deed of Hypothec dated November 23, 1999
P	Supplemental Deed of Hypothec dated December 2, 1999
VOLUME 3 OF THE APPLICATION RECORD OF JTIM	
Q	Deed of Moveable Hypothec and Pledge of Shares dated December 12, 2000
R	Deed of Confirmation dated May 14, 2015
S	Personal Property Registry Searches in each Province as at either February 27, 2019 or February 28, 2019
VOLUME 4 OF THE APPLICATION RECORD OF JTIM	
T	Report on the Quebec real property subsearch by Quebec counsel to JTIM dated February 27, 2019
U	Loan Agreement between JTIM and JT Canada LLC Inc. dated June 25, 2015
V	Hypothec on the Universality of Movable Property granted by JTIM in favour of JT Canada LLC Inc.
W	Notices issued re: Purchase Money Security Interest Priority and Hypothec
X	Conclusions of the Judgment of Riordan J.S.C. dated May 27, 2015
Y	Judgement of the Quebec Court of Appeal to Cancel Provisional Execution
Z	Judgment of the Quebec Court of Appeal re: Security for Judgment dated

Tab	Document
	October 27, 2015
AA	Relevant Excerpts of the Purchase Agreement dated March 9, 1999 and amended and restated May 11, 1999
BB	JTIM's Interim Quarterly Financial Statements for the Quarter Ended December 31, 2018
CC	JTIM's 2017 Annual Financial Statements
DD	13-week Cash Flow Forecast
EE	Consent of Deloitte Restructuring Inc. dated March 1, 2019
FF	Interim Order of the Honourable Mr. Justice Farley dated August 24, 2004
GG	2017 Annual Report of JTIH-BV
HH	Repayment Undertaking of JTIH-BV
II	Redacted CRO Engagement Letter dated April 23, 2018
JJ	Chief Restructuring Officer's Curriculum Vitae
KK	Class Action Plaintiff's Letter to the Court dated July 6, 2015
LL	Letter dated March 6, 2019 from counsel to certain Provinces in HCCR Actions
MM	Letter dated March 7, 2019 from the Attorney General of Ontario

EXHIBIT “Q”

This is **Exhibit "Q"**, referred to in the
Affidavit of Robert McMaster, sworn before me
this 8th day of March, 2019.



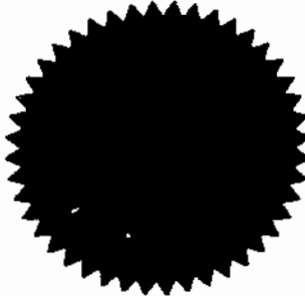
Notary Public

Mitchell Grossell
Barrister & Solicitor
LSO# 699931

**DEED OF MOVABLE HYPOTHEC AND
PLEDGE OF SHARES**

ON THE TWELFTH (12TH) DAY OF DECEMBER, TWO
THOUSAND

B E F O R E Mre Charlotte Pinsonnault, the undersigned notary for the
Province of Quebec, practising in the City of Montreal



APPEARED: **THE TRUST COMPANY OF BANK OF MONTREAL**, a trust company duly organized pursuant to the laws of Canada, having its head office at 1 First Canadian Place, 100 King Street West, Suite 5104, in the City of Toronto, Province of Ontario, and an establishment at 129 St. Jacques Street, B Level North, in the City of Montreal, Province of Quebec, herein acting and represented by Alain BRUNET, its Senior Manager, Investment, duly authorized pursuant to By-law Two of said company, the resolution of the directors of said company adopted August 29, 1996, and a power of attorney, a certified copy of each of which is annexed hereto after having been acknowledged as true and signed for identification by said representative in the presence of the undersigned notary.

OF THE FIRST PART

AND: **JTI-MACDONALD CORP.**, a legal person being a corporation constituted under the laws of the Province of Nova Scotia, having its registered office at 5153 George Street, Suite 1600, in the City of Halifax, Province of Nova Scotia, B3J 1M5 and an establishment at 2455 Ontario Street East, in the City of Montréal, Province of Québec, H2K 1W3, herein acting and represented by Bradley Price, its Vice President, Finance and Chief Financial Officer, duly authorized by resolutions of its Board of Directors passed on the twelfth (12th) day of December, two thousand (2000) and by resolutions of its sole shareholder

passed on the twelfth (12th) day of December, two thousand (2000), a certified copy of each of which is annexed hereto after having been acknowledged true and signed for the purpose of identification by the said representative in the presence of the undersigned notary.

OF THE SECOND PART

WHICH PARTIES DECLARED AS FOLLOWS:

WHEREAS on the twenty-third (23rd) day of November, nineteen hundred and ninety-nine (1999), JT Nova Scotia Corporation and the Attorney (as hereinafter defined) executed a Deed of Hypothec before Catherine Boiduc, notary, under her minute number 212 (hereinafter called the "Principal Deed") for the purpose of, among other things, securing convertible debentures of JT Nova Scotia Corporation in the aggregate principal amount of \$1,200,000,000 in lawful money of Canada;

WHEREAS the Grantor (as hereinafter defined) i) was originally incorporated under the laws of Ontario on September 12, 1978 under the name RJR-Macdonald Inc., ii) it was then continued under the *Canada Business Corporations Act* on October 13, 1978 under the same name, iii) it was continued under the *Companies Act* (Nova Scotia) on April 8, 1999 under the same name, (iv) by Certificate of Amalgamation dated April 24, 1999, RJR-Macdonald Inc. and 3027221 Nova Scotia Company amalgamated under the provisions of the *Companies Act* (Nova Scotia) and continued as RJR-Macdonald Corp. and (v) by Certificate of Amalgamation dated November 27, 1999, JT Nova Scotia Corporation and RJR-Macdonald Corp. amalgamated under the provisions of the *Companies Act* (Nova Scotia) and continued as the Grantor;

WHEREAS on the second (2nd) day of December, nineteen hundred and ninety-nine (1999) the Grantor and the Attorney executed a Deed of Supplemental Hypothec before Marjolaine Arès, notary, under her minute number 196 (hereinafter called the "Supplemental Deed") for the purposes of the Grantor confirming, to the extent necessary, the hypothecs and assignments granted by JT Nova Scotia Corporation under the Principal Deed and the obligations of JT Nova Scotia Corporation in virtue of the Principal Deed and granting hypothecs and

assignments in its present and future property, including the additional acquired property;

WHEREAS the Debentureholder has executed a Debentureholder's Instrument directing and authorizing the Attorney to execute this Deed of Hypothec;

WHEREAS the Grantor has, under its governing law and constating documents, the power to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Grantor, now owned or subsequently acquired, to secure any obligations of the Grantor;

WHEREAS all necessary corporate proceedings and resolutions have been duly taken and passed by the Grantor and all other actions have been taken to authorize the execution of this Deed of Hypothec;

WHEREAS the foregoing recitals are made as representations and statements of fact by the Grantor and not by the Attorney;

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 The following words and phrases, wherever used in this Deed or in the accompanying Schedules or in any deeds supplemental hereto, shall, unless there be something in the context inconsistent therewith, have the following meanings:

1.1.1 "Attorney": means the party of the first part THE TRUST COMPANY OF BANK OF MONTREAL, duly appointed as *fondé de pouvoir* pursuant to Section 2 of the Principal Deed and its successors and assigns in the powers and duties created under the Principal Deed as supplemented and amended by the Supplemental Deed and every other deed, notice or document supplementary or complementary to the Principal Deed, including any and every deed of hypothec, application for registration,

notice under Article 2949 of the *Civil Code of Quebec*, or other instrument or charge which is supplementary or ancillary to the Principal Deed or in implementation of the Principal Deed;

- 1.1.2 "Canadian Dollars" or "CS": means the legal currency of Canada;
- 1.1.3 "Company": means JTI-MACDONALD TM CORP. and any successors and assignees;
- 1.1.4 "Debentures": mean the convertible debentures of JT NOVA SCOTIA CORPORATION (now the Grantor), each dated November 23rd, 1999, in the aggregate principal amount of C\$1,200,000,000 issued by JT NOVA SCOTIA CORPORATION (now the Grantor) pursuant to the Subscription Agreement, as the said convertible debentures may be amended, supplemented, replaced or restated from time to time;
- 1.1.5 "Debentureholder": means, at any time, the registered holder (or holders, if more than one) at such time of the Debentures;
- 1.1.6 "Debentureholder's Instrument": means an instrument signed by the Debentureholder;
- 1.1.7 "Event of Default": shall have the meaning ascribed thereto in Section 10.1;
- 1.1.8 "Grantor": means JTI-MACDONALD CORP., the corporation continuing from the amalgamation of JT NOVA SCOTIA CORPORATION and RJR-MACDONALD CORP. on the twenty-seventh (27th) day of November, nineteen hundred and ninety-nine (1999) under the *Companies Act* (Nova Scotia), and its successors and assigns and shall include any corporation resulting from the amalgamation of JTI-MACDONALD CORP. with any other Person or Persons;
- 1.1.9 "Governmental Authority": shall have the meaning ascribed thereto in the Subscription Agreement;
- 1.1.10 "Hypothec": shall mean the hypothec, mortgage, charge, transfer, assignment and security interest granted in

Section 2.1 hereof and, in addition, shall include any and all other hypothecs, mortgages, charges, transfers, assignments and security interests granted in favour of the Attorney by the Grantor, under any deed, notice or other document or instrument supplementary to or amending this Deed;

- 1.1.11 "Hypothecated Property": shall have the meaning ascribed to it in Section 2.1 hereof and shall include all or any part of the Hypothecated Property;
- 1.1.12 "Liens": shall have the meaning ascribed to it in the Subscription Agreement;
- 1.1.13 "Obligations Secured": shall mean the punctual payment when due of the principal of the Debentures, all interest thereon and all premiums, if any, together with the payment of all other sums due or to become due by the Grantor under or pursuant to the Debentures, the Subscription Agreement and this Deed and the due performance and observance by the Grantor of all obligations provided for under or pursuant to the Debentures, the Subscription Agreement and this Deed, including all fees incurred by or on behalf of the Attorney in the exercise of its rights and powers hereunder;
- 1.1.14 "Permitted Encumbrances": shall have the meaning ascribed to it in the Subscription Agreement;
- 1.1.15 "Person": means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority;
- 1.1.16 "Principal Deed": shall have the meaning ascribed to it in the preamble of this Deed of Hypothec;
- 1.1.17 "Securities": means all securities, including shares, debentures, units, promissory notes, negotiable instruments, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds, interests in any partnership, certificates or other instruments or titles generally called or included as

a security or instruments and titles representing such property;

- 1.1.18 "Shares": has the meaning ascribed to it in Section 2.1.1;
 - 1.1.19 "Specific Shares": means the shares described in Section 14;
 - 1.1.20 "Subscription Agreement": means the convertible debenture subscription agreement dated November 23rd, 1999 between JT NOVA SCOTIA CORPORATION and JTI-MACDONALD TM CORP. providing, among other things, for the subscription for and issuance of the Debentures, as amended by that Amending Agreement dated as of the twelfth (12th) day of December, two thousand (2000) and as the same may be further amended, supplemented, replaced or restated from time to time;
 - 1.1.21 "Supplemental Deed": shall have the meaning ascribed to it in the preamble of this Deed of Hypothec;
 - 1.1.22 "this Deed", "these presents", "herein", "hereby", "hereof", "hereunder" and similar expressions mean or refer to this Deed, and any accompanying Schedules and to any deed, notice or document supplemental or complementary hereto, including any and every deed of hypothec, application for registration, notice under article 2949 of the *Civil Code of Québec*, or other instrument or charge which is supplementary or ancillary hereto or in implementation hereof and the expression "Section" followed by a number means and refers to the specified section of this Deed.
- 1.2 Words importing the singular only shall include the plural and vice-versa; words importing the masculine gender shall include the feminine gender; and words importing individuals shall include firms, partnerships and corporations, and vice versa.
 - 1.3 The division of this Deed into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 All references to dollar amounts herein are, unless expressly otherwise provided, expressed in terms of the lawful currency of Canada.

2. **HYPOTHEC: DESCRIPTION OF HYPOTHECATED PROPERTY**

2.1 **Charging Provisions:**

The Grantor hereby hypothecates and pledges in favour of the Attorney and grants, mortgages, charges, transfers and assigns to the Attorney a security interest in:

2.1.1 all shares in the capital stock of the Company now or at any time hereafter issued and outstanding from time to time, including without limitation, the Specific Shares (in this Section 2.1 only, the "Shares");

2.1.2 all Securities issued or received in substitution, renewal, addition or replacement of any of the Shares or issued or received on the purchase, redemption, conversion, cancellation or transformation of any such Shares or issued or received by way of dividend or otherwise to the holder of any such Shares;

2.1.3 any rights attaching to the Shares, as well as the fruits and revenues thereof, including the capital thereof, income therefrom, interest and dividends thereon, accretions thereto and any other proceeds thereof, including proceeds of redemption;

2.1.4 the proceeds of any sale, assignment or other disposition of the Property referred to in Sections 2.1.1, 2.1.2 or 2.1.3 above, any claim resulting from such a sale, assignment or other disposition, as well as the property acquired in replacement thereof (it being understood that this clause shall not be interpreted as permitting the Grantor to dispose of the Shares in contravention of the provisions of this Deed of Hypothec or the Subscription Agreement; and

2.1.5 all titles, documents, records, receipts, invoices and accounts evidencing the Shares, or relating thereto;

(all such property described or referred to in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5 above together being

herein called the "Hypothecated Property"), to secure payment and performance of the Obligations Secured.

- 2.2 The Hypothec constitutes a pledge of such of the Hypothecated Property which is delivered to or now in possession of the Attorney, including the Specific Shares, as well as a pledge of any of the Hypothecated Property which may in the future be delivered to or held by the Attorney.

3. AMOUNT OF THE HYPOTHEC

The amount for which the Hypothec is granted is a principal amount of TWO BILLION Canadian Dollars (C\$2,000,000,000) plus interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, calculated semi-annually, not in advance, to secure the due payment of the principal of the Debentures and all interest thereon and all premiums, if any, and an additional principal amount of TWO HUNDRED AND FORTY MILLION Canadian Dollars (C\$240,000,000) plus interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum calculated semi-annually, not in advance, to secure the due payment and performance of all other Obligations Secured.

4. OBLIGATIONS SECURED

The Hypothec is granted to secure the due payment and performance by the Grantor of the Obligations Secured.

5. REPRESENTATIONS

The Grantor represents to the Attorney as follows:

- 5.1 it uses no business or firm name;
- 5.2 there exists no restriction in the memorandum or articles of association or other constituting documents of the Grantor regarding the assignment or transfer of the Specific Shares;
- 5.3 Section 14 hereof truly and accurately describes the number and class of the issued and outstanding shares in the capital stock of the Company legally and beneficially owned by the Grantor; and
- 5.4 the Specific Shares constitute one hundred per cent (100%) of the issued and outstanding shares of the Company and that

constitutes the entire number of shares in the capital stock of the Company legally or beneficially owned by the Grantor.

6. COVENANTS

The Grantor covenants and agrees with the Attorney for the benefit of the Debentureholder that it shall:

- 6.1 at all times duly comply with, perform and observe all of its obligations and agreements under or pursuant to the Subscription Agreement, the Debentures and this Deed;
- 6.2 well, duly and punctually pay or cause to be paid all amounts due or to become due under or pursuant to the Subscription Agreement, the Debentures and this Deed;
- 6.3 notify the Attorney in writing without delay of any change in its name, its domicile, including its chief executive office, or in the contents or accuracy of the representations made in Section 5;
- 6.4 pay when due all duties, levies, taxes, charges and licence and other fees it may owe at any time under any fiscal law as well as those relating to the Hypothecated Property and any claim which may rank prior to or *pari passu* with the Hypothec and pledge granted hereunder, except Permitted Encumbrances and shall submit to the Attorney on request receipts or other evidence establishing such payment;
- 6.5 not substitute or modify, or allow to be substituted or modified, any of the Grantor's rights under the Hypothecated Property without the prior written consent of the Attorney, and any substitution or modification not so consented to may, at the option of the Attorney, be treated as a default by the Grantor under this Deed and under any other agreement between the Grantor and the Attorney;
- 6.6 deliver immediately to the Attorney the share certificates representing the Hypothecated Property, together with an accompanying stock transfer power signed by the Grantor;
- 6.7 sign, endorse and deliver to the Attorney all Securities issued or received in substitution, renewal, addition or replacement of the Hypothecated Property or issued or received on the purchase, redemption, conversion, cancellation or other transformation of the Hypothecated Property, or issued or received by way of dividend or otherwise to a holder of any of the Securities forming

part of the Hypothecated Property, including the Specific Shares, and any future shares in the Company:

- 6.8 do all things, shall deliver to the Attorney all documents and information and shall sign all documents necessary in order that the Hypothec and pledge constituted by this Deed shall have full effect and shall remain at all times opposable to third parties and in order that the Attorney may fully exercise its rights hereunder;
- 6.9 register or cause to be registered without delay the Hypothec and pledge constituted hereby in every jurisdiction and in every office where the registration, filing or recording thereof may be necessary or required, in the opinion of the Attorney, to preserve, protect, perfect and render opposable to third parties the Hypothec and pledge hereby created, and to renew the same;
- 6.10 pay when due all fees and charges of the Attorney; pay, or reimburse the Attorney, on demand, all costs and expenses (including legal fees and expenses) relating to this Deed, the preparation and execution of and registrations with respect to this Deed, the negotiation, preparation and execution of waivers, amendments, supplementary instruments and other variations of this Deed, the operation and interpretation of this Deed, the exercise and preservation of rights under this Deed and enforcement and realization under this Deed, as well as all acquittance and release fees (such costs and expenses shall include all fees and expenses of consultants, agents or counsel retained by the Attorney); and reimburse the Attorney on demand for all costs and expenses incurred by the Attorney for the purpose of carrying out the Grantor's obligations or of exercising its rights. All such fees, costs and expenses shall bear interest from the date of the incurring of such expense at the rate of twenty-five percent (25%) per annum calculated and compounded semi-annually, with interest on overdue interest at the same rate; the repayment of such fees, costs and expenses shall be secured hereunder;
- 6.11 upon and during the continuance of an Event of Default, cause the Attorney to have quiet possession of the Hypothecated Property free from all Liens, other than Permitted Encumbrances;
- 6.12 at all times, indemnify and hold harmless the Attorney from any loss, costs, charges, damages and expenses incurred or borne by the Attorney in the performance of its rights and duties hereunder or which may be claimed against the Attorney in relation thereto; and

- 6.13 provide the Attorney with any information with respect to the Hypothecated Property as the Attorney may reasonably request.

7. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE ATTORNEY

- 7.1 The responsibility of the Attorney with regard to any Hypothecated Property is limited to exercising the same degree of care which the Attorney gives to valuable property at the branch or office where the Hypothecated Property may be held by it. The Grantor consents that the Attorney shall have the right to hold Hypothecated Property and to hold and to transfer Hypothecated Property to, and to be held subject to the terms of this Deed by, another office, branch, agency, depository or representative of the Attorney and such receipt and holding by the Attorney and such transfer to and holding by such other office, branch, agency, depository or representative of the Attorney shall constitute, and be deemed to constitute, continuous holding of the Hypothecated Property by the Attorney.
- 7.2 In the event the Grantor fails to observe or perform any of its obligations or undertakings under this Deed, the Attorney may, but shall not be obliged to, perform the same and any fees, costs or expenses incurred in so doing shall be forthwith due and payable by the Grantor to the Attorney, with interest as provided in Section 6.10, and shall form part of the Obligations Secured.
- 7.3 The Attorney may, (but shall not be obliged or deemed to), after an Event of Default which is continuing and only by written instrument given in accordance with Section 13 hereof (i) cause the Attorney, or its nominee to be registered as holder of the Hypothecated Property, (ii) exercise all rights in respect of the Hypothecated Property, including any right of conversion, any right of redemption or any right to vote as a holder of the Hypothecated Property at any meeting or in writing (and the Attorney is hereby authorized to give or grant to such Person or Persons as it may deem best the power to vote upon the Hypothecated Property), (iii) collect or see to the payment of any interest or dividends thereon, or other amounts payable on or in respect of the Hypothecated Property, (iv) preserve rights against any other Persons or keep the Hypothecated Property identifiable or protect the Hypothecated Property or take measures or institute action to interrupt prescription and (v) exercise any right of subscription, any options, warrants or other rights which the holder of any Hypothecated Property may have, and any advance

made or money expended for such purpose shall be added to and included in the Obligations Secured.

- 7.4 For greater certainty, for so long as no Event of Default shall have occurred and be continuing, the Grantor shall be entitled to vote the Securities forming part of the Hypothecated Property and receive cash dividends and other distributions with respect thereto. In no event shall the Attorney be entitled to vote the Securities forming part of the Hypothecated Property or receive cash dividends or other distributions with respect thereto unless or until an Event of Default shall have occurred and be continuing and the Attorney shall have given written notice to the Grantor and the Company of the exercise of its rights pursuant to Section 7.3 hereof.
- 7.5 After the occurrence and during the continuance of an Event of Default: (i) all rights of the Grantor to exercise the voting rights which it would otherwise be entitled to exercise pursuant to Section 7.4 and to receive the dividends which it would otherwise be authorized to receive and retain pursuant to Section 7.4 shall cease, and all such rights shall, only upon prior written notice by the Attorney to the Grantor, become vested in the Attorney who shall thereupon have the sole right to exercise such voting rights and the sole right to receive and hold as Hypothecated Property such dividends (and to the extent permissible, apply them to payment of the Obligations Secured); (ii) all dividends which are received by the Grantor contrary to the provisions of paragraph (i) of this Section 7.5 shall be received in trust for the benefit of the Attorney, shall be segregated from the other property or funds of the Grantor and shall be forthwith delivered to the Attorney as Hypothecated Property in the same form as so received (with any necessary endorsement).
- 7.6 The Grantor agrees that the Attorney or its agent, may do such acts and things, or refrain from doing such acts and things, as the Attorney or its agent, at its sole discretion, deems appropriate for the exercise of the rights of the Attorney and the realization and enforcement of the Hypothec and pledge constituted hereby.
- 7.7 The Grantor hereby authorizes the Attorney and irrevocably constitutes the Attorney or any manager or other officer of the Attorney, its agent, with the power of substitution, in order to perform any act, to sign any document in the name of and on behalf of the Grantor including any transfer, negotiation or endorsement of the Hypothecated Property, and to fill in all blanks in any transfers of the Hypothecated Property or powers of

attorney or other documents delivered to the Attorney in each case which may be necessary or useful to the exercise of the rights conferred on the Attorney pursuant to this Deed. The Attorney may delegate its powers and any delegate may sub-delegate the same and any powers hereby given may be exercised in the name of and on behalf of liquidators or administrators of the Grantor.

- 7.8 The exercise by the Attorney of any of its rights shall not prevent it from exercising any other rights it may have arising from the Subscription Agreement, the Debentures or this Deed or by law; the rights of the Attorney are cumulative and not alternative. The Attorney may waive any provision hereof or any default, however the non-exercise by the Attorney of any of its rights or any such waiver shall not constitute a renunciation of the exercise thereafter of such right or a renunciation of any other provision or of any other default. The Attorney may exercise the rights arising from this Deed without having exercised its rights against any other Person liable for the payment of the Obligations Secured, or any of them, and without having realized any other security securing the Obligations Secured.
- 7.9 The Attorney is only required to exercise reasonable prudence and diligence in the exercise of its rights or the fulfilment of its obligation and, in any event, the Attorney is only responsible for its intentional or gross negligence. The Grantor shall indemnify the Attorney for any losses or expenses incurred by the Attorney, or damages claimed against the Attorney, for which the Attorney is not so responsible.
- 7.10 The Grantor hereby acknowledges and agrees that the Attorney may accept delivery of and thereafter retain possession of and continue to hold any and all the Hypothecated Property, which are or may become pledged hereunder and delivered pursuant hereto subject to, and under the terms, of this Deed and the Subscription Agreement.
- 7.11 The Attorney shall be at liberty to appoint any Person or Persons for the purpose of exercising its rights, actions or the performance of any covenant resulting from this Deed or law; in such case, the Attorney shall supply such person with any information relating to the Grantor or the Hypothecated Property.
- 7.12 In connection with any Hypothecated Property, the Attorney is hereby authorized to sign on behalf of and as agent for the

Grantor such income tax ownership certificates as may be required.

8. **PROVISIONS APPLICABLE TO A CLAIM OR CLAIMS,
FRUITS AND REVENUES AND REDEMPTION
PROCEEDS**

- 8.1 In addition to the other provisions of this Deed, the following provisions shall apply in respect of claims forming part of the Hypothecated Property, fruits and revenues of any Hypothecated Property and the redemption proceeds of any the Hypothecated Property redeemed for cash:
- 8.1.1 the Attorney shall, following an Event of Default hereunder which is continuing and following the exercise by the Attorney of its rights pursuant to Section 7.3, have the right to collect (i) the fruits and revenues of the Hypothecated Property, including any cash proceeds of redemption of the Hypothecated Property, and (ii) the capital falling due of, and any revenues of, any claim;
- 8.1.2 all fruits and revenues of the Hypothecated Property, all proceeds of redemption of Hypothecated Property and all capital and revenues of claims received by the Grantor, following an Event of Default hereunder which is continuing and following the exercise by the Attorney of its rights pursuant to Section 7.3, shall be held by the Grantor in trust for and on behalf of and as agent for the Attorney and the Grantor shall immediately deliver over the same to the Attorney;
- 8.1.3 the Attorney shall have no obligation to exercise any rights in respect of any Hypothecated Property, or of any fruits or revenues thereof or of any claims, nor to enforce or to see to payment of the same, whether by legal action or otherwise. The Attorney may give acquittances for any sums it collects and may, but shall not be obligated to, realize any of the fruits and revenues, proceeds of redemption or claims, grant extensions, grant releases, accept compositions, renounce and generally deal with the fruits and revenues, proceeds of redemption or claims, and any guarantees or security therefor, and take any action to preserve, protect or secure such fruits and revenues, proceeds of redemption or claims, at such time and in

such manner as it deems advisable at its sole discretion, without notice to or the consent of the Grantor, and without incurring any liability therefor and without any obligation to render any account in respect thereof or in respect of moneys collected, other than to remit to the Grantor any amounts collected over and above the Obligations Secured;

8.1.4 any amounts collected or received by the Grantor, or by the Attorney in accordance with Section 8.1.1 or 8.1.2, shall form part of the Hypothecated Property and be subject to the Hypothec and pledge granted herein; and

8.1.5 the Grantor waives any obligation the Attorney may have to inform the Grantor of any irregularity in the payment of any sums exigible on any claims or rights.

9. DEFAULTS AND RECOURSES

9.1 The Grantor agrees that with respect to any sale or other disposition by the Attorney of any of the Hypothecated Property in the exercise of its rights, it will be commercially reasonable to sell such Hypothecated Property:

9.1.1 together or separately;

9.1.2 by auction or by call for tenders by advertising such sale or call for tenders once in a local daily newspaper at least seven (7) days prior to such sale or close of call for tenders; and

9.1.3 by sale by agreement after receipt by the Attorney of any offer from prospective purchasers that is commercially reasonable, who may include persons related to or affiliated with the Grantor or other customers of the Attorney or by sale on a recognized stock exchange or other public market or exchange.

Any such sale may be on such terms as to credit or otherwise and as to upset price or reserve bid or price as the Attorney at its sole discretion may deem advantageous, and the Grantor agrees that the price received at any such sale shall constitute a commercially reasonable price.

The foregoing shall not preclude the Attorney from agreeing to or making any sale in any other manner not prohibited by law nor shall it be interpreted to mean that only a sale made in conformity with the foregoing is commercially reasonable or that only the price received at a sale made in conformity with the foregoing shall constitute a commercially reasonable price.

- 9.2 The Attorney may appoint an agent or a receiver and manager (collectively a "Receiver") over all or any portion of the Hypothecated Property by written instrument in accordance with Section 9.3 or may apply to a court for the appointment of a Receiver to take possession of all or such part of the Hypothecated Property as the Attorney shall designate, with such duties, powers and obligations as the court making the appointment shall confer, and the Grantor hereby irrevocably consents to the appointment of such Receiver.
- 9.3 The Attorney may with or without taking possession, appoint a Receiver of all or any part of the Hypothecated Property and may from time to time by similar instrument remove any Receiver and appoint another in its place and upon the appointment of any such Receiver or Receivers from time to time the following provisions shall apply:
- 9.3.1 every such Receiver shall be vested with all of the rights, powers, remedies and discretions of the Attorney set forth in Section 9 above, inclusively, including, without limitation, the power to sell, for cash or credit or part cash and part credit, all or any part of the Hypothecated Property, whether by public auction or by private sale in such manner and on such terms as it may determine in its absolute discretion acting reasonably and to do all acts, exercise all discretions and make all determinations of the Attorney described therein;
- 9.3.2 the Attorney may from time to time fix the remuneration of every such Receiver who shall be entitled to deduct the same out of the receipts derived from or comprising part of the Hypothecated Property or the proceeds thereof;
- 9.3.3 every such Receiver shall be deemed to be an agent of the Grantor and not of the Attorney for the purposes of establishing liability for all of the acts or omissions of the Receiver while acting as such and the Attorney shall

not be in any way responsible for any acts or omissions on the part of any such Receiver, its officers, employees and agents, the Grantor hereby irrevocably authorizing the Attorney to give instructions to the Receiver relating to the performance of its powers and discretion as set out herein;

- 9.3.4 the appointment of every such Receiver by the Attorney or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Attorney a mortgagee in possession in respect of the Hypothecated Property or any part thereof;
- 9.3.5 no such Receiver shall be liable to the Grantor to account for moneys other than moneys actually received by such Receiver in respect of the Hypothecated Property and every such Receiver shall apply such moneys so received in the manner provided in Section 11.7 hereof; and
- 9.3.6 the Attorney may at any time and from time to time terminate any such receivership by notice in writing executed by the Attorney to any such Receiver.

10. EVENTS OF DEFAULT

- 10.1 The Grantor shall be in default hereunder and the security hereby constituted shall become enforceable, upon the occurrence, without notice or other formality, of any one of the following events (each an "Event of Default"):
 - 10.1.1 if the Grantor defaults in the payment when due of any of the Obligations Secured; or
 - 10.1.2 if the Grantor defaults in performance of any covenant or condition of this Deed and the default continues beyond any applicable grace period; or
 - 10.1.3 if an Event of Default, as defined in the Subscription Agreement, has occurred and is continuing.

11. ATTORNEY'S RIGHTS IN CASE OF DEFAULT

- 11.1 In the event that the security hereby constituted shall have become enforceable, the Attorney shall, upon receipt of a Debentureholders' Instrument, by notice in writing to the Grantor, demand payment of the moneys secured hereby or owing by the Grantor hereunder and the same shall forthwith be and become immediately due and payable by the Grantor to the Attorney and the Grantor shall forthwith pay to the Attorney for the benefit of the Debentureholder all such principal, interest and other moneys. Any such payment then made by the Grantor shall be deemed to have been made in discharge of its obligations hereunder or under the Debentures, and any money so received by the Attorney shall be applied in the same manner as if they were proceeds of realization of the Hypothecated Property.
- 11.2 In the event that the security hereby constituted shall have become enforceable and the Grantor shall have failed to pay the Attorney, on demand, the principal of and interest on all amounts secured hereby or owing by the Grantor hereunder, the Attorney may, upon receipt of a Debentureholder's Instrument, proceed to realize the security created by this Deed and to exercise any right, recourse or remedy of the Attorney and of the Debentureholder under this Deed or provided for by law, including without limitation any of the hypothecary rights and recourses provided for under the *Civil Code of Québec* and all rights and remedies of a secured creditor, under or as contemplated in the *Personal Property Security Act* (Nova Scotia).
- 11.3 No Debentureholder shall have any right to institute any action or proceeding or to exercise any other remedy authorized by this Deed, by law or by equity for the purpose of enforcing or realizing any security, or by reason of jeopardy of security, or for the execution of any power hereunder other than in accordance with the terms hereof, unless a Debentureholder's Instrument shall have been tendered to the Attorney and the Attorney shall have failed to act within a reasonable time thereafter. In such case, but not otherwise, any Debentureholder acting on behalf of itself and all other Debentureholders (if more than one) shall be entitled to take proceedings such as the Attorney might have taken pursuant to the Debentureholder's Instrument, for the equal benefit of all Debentureholders (if more than one).
- 11.4 After the occurrence of an Event of Default, whichever hypothecary rights or recourses the Attorney may decide to exercise or whichever other rights or recourses the Attorney may

wish to exercise in law or in equity, in addition to any rights provided by law, the following provisions shall apply:

- 11.4.1 the Attorney shall exercise its rights in good faith in order that, following the exercise thereof, the Obligations Secured by the Hypothec may be reduced, in a reasonable manner, taking into account all circumstances; and
 - 11.4.2 the Attorney may, directly or indirectly, purchase or acquire any of the Hypothecated Property.
- 11.5 If the Attorney elects to exercise its hypothecary recourse of taking in payment the Hypothecated Property and the Grantor requires, in accordance with the applicable provisions of the *Civil Code of Québec*, instead that the Attorney sell itself or under judicial authority the Hypothecated Property on which such right is exercised, the Grantor hereby acknowledges that the Attorney shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allotted for surrender, the Attorney (i) has been granted a security which it considers satisfactory, guaranteeing that said Hypothecated Property will be sold at a sufficiently high price to enable all moneys secured hereunder to be paid in full, (ii) has been reimbursed of all costs and expenses incurred, including all fees of consultants and legal counsel in connection with this Hypothec and the indebtedness secured hereby, and (iii) has been advanced the necessary sums for the sale of said Hypothecated Property; the Grantor further acknowledges that the Attorney shall have the right to choose the type of sale it may carry out.
- 11.6 Where several creditors are involved, the parties hereto waive the application of articles 1332 to 1338 inclusively of the *Civil Code of Québec*.
- 11.7 The moneys and other proceeds arising from any sale or realization of the whole or any part of the Hypothecated Property, whether under any sale by the Attorney or by judicial process or otherwise, together with any other moneys or other proceeds then in the hands of the Attorney and available for such purpose, shall be applied to the payment of the Debentures and other moneys owing to the Attorney and the Debentureholder.

12. GENERAL PROVISIONS

- 12.1 Acceptance by Attorney** - The Attorney hereby accepts this Deed and agrees to take, receive and hold the rights, hypothecs, mortgages, charges, transfers, assignments, security interests and pledge created hereby and to exercise any and all duties conferred upon it hereunder upon the terms and conditions set forth in the Principal Deed, as supplemented and amended by the Supplemental Deed, and as same may be further supplemented or amended.
- 12.2 Additional Security** - The Hypothec is hereby created in addition to and not in substitution of or in replacement for any other security held or which may hereafter be held by the Attorney and does not affect the Attorney's rights of compensation and set-off.
- 12.3 Investments** - The Attorney may, upon the written direction of the Grantor, invest any monies or instruments received or held by it in pursuance of this Deed or, if no such investment direction is received, deposit them in a non-interest bearing account at a Canadian chartered bank (including an affiliate of the Attorney) and the Attorney may receive a fee from such bank for depositing such monies, without having to comply with any legal provisions concerning the investment of property of others. Any investment direction shall be in writing and shall be received by the Attorney by 11:00 a.m. (Toronto time) on the business day on which such investment is to be made. If such direction is received after 11:00 a.m. (Toronto time) or on a day that is not a business day, it will be deemed to have been received prior to 11:00 a.m. (Toronto time) on the next business day.
- 12.4 Compensation** - Provided the Obligations Secured hereby are due and exigible or the Attorney is entitled to declare them owing and exigible, the Attorney may compensate and set-off these obligations with any and all amounts due to it, in its capacity as *fondé de pouvoir* for the Debentureholder, by the Grantor, on any account whatsoever, whether such amount be exigible or not, and the Attorney shall then be deemed to have exercised such right to compensate and set-off as at the time the decision was taken by it even though the appropriate entries have not yet been made in its records.
- 12.5 Imputation of Payments** - The Attorney may, at its entire discretion, impute and apply any amounts collected in the exercise of its rights or received by it prior to or after any Event

of Default in any manner as it may choose, without having to comply with legal provisions concerning the imputation of payments. The Attorney may also, at its entire discretion, hold such amounts as Hypothecated Property or choose not to impute them and keep them in a collateral account until such time as any contingent obligation to pay prior claims has ceased to exist.

- 12.6 **Delays-** The Attorney may grant delays, take or abandon any security, make compromises, grant quittances and releases and generally deal, at its entire discretion, with any matters related to the Hypothecated Property, the whole without limiting the rights of the Attorney and without limiting the liability of the Grantor.
- 12.7 **Continuing Security -** This Deed shall not be considered as satisfied or discharged by any intermediate payment (as distinct from a final payment) of the whole or part of the Obligations Secured but shall constitute and be a continuing security for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by or for the benefit of the Debentureholders.
- 12.8 **Discharge -** If the Grantor pays to the Attorney the Obligations Secured or if the Obligations Secured are otherwise indefeasibly paid in full in cash and the Grantor otherwise observes and performs the terms and conditions hereof, then the Attorney shall, at the request and at the expense of the Grantor, promptly cancel and discharge the mortgages, hypothecs and charges of this Deed and execute and deliver to the Grantor such deeds and other instruments as shall be requisite therefor.
- 12.9 **Notice of Default -** The mere lapse of time provided for the Grantor to perform its obligations or the arrival of the term shall automatically create a default, without any obligation for the Attorney to serve any notice or prior notice to the Grantor.
- 12.10 **Cumulative Rights -** The exercise by the Attorney of any of its rights shall not preclude it from exercising any other right under this Deed or at law; the rights of the Attorney shall be cumulative and not alternative. The non-exercise by the Attorney of one of its rights shall not constitute a waiver of any subsequent exercise of such right. The Attorney may exercise its rights under this Deed without any obligation to exercise any right against any other Person liable for payment of the Obligations Secured hereunder and without having to realize any other security which secures such obligations.

- 12.11 Irrevocable Mandate** – The Grantor hereby appoints the Attorney its irrevocable attorney and mandatary, with full powers of substitution, for the purpose of performing any and all acts and executing any and all deeds, transfers, assignments, proxies or other documents which the Attorney may deem necessary or useful for the exercise of the rights of the Attorney or which the Grantor neglects or refuses to execute or to carry out.
- 12.12 Grantor to Execute Confirmatory Deeds** – In case of any sale under the provisions of this Deed or at law, whether by the Attorney or under judicial proceedings, the Grantor agrees that it will execute and deliver to the purchaser on demand any instrument reasonably necessary to confirm to the purchaser the title of the property so sold and, in case of any such sale, the Attorney is hereby irrevocably authorized by the Grantor to execute on its behalf and in its name any such confirmatory instrument.
- 12.13 Performance** – In the event the Grantor fails to observe or perform any of its obligations or undertakings under this Deed, the Attorney may, but shall not be obligated to, perform the same and any fee, costs or expenses incurred in so doing shall be forthwith due and payable by the Grantor to the Attorney, with interest at the rate of 25% per annum calculated and compounded semi-annually, and payment of the same shall be secured by the Hypothec and pledge created hereunder.
- 12.14 Delegation** – The Attorney may, at its entire discretion, appoint any Person or Persons for the purpose of exercising any of its rights or actions or for the performance of any of its obligations under or resulting from this Deed at law or in equity; in such case, the Attorney may provide such Person with any information relating to the Grantor or the Hypothecated Property.
- 12.15 No Postponement** – Neither the Grantor nor the Attorney have agreed to postpone the term for attachment of the charges, pledge and security interest created by this Deed.
- 12.16 Liability** – The Attorney shall not be liable for material injuries or damages resulting from its fault, unless such fault is gross or wilful.
- 12.17 Successors** - The rights hereby conferred upon the Attorney shall benefit all its successors, including any entity resulting from the merger of the Attorney with any other Person or Persons, without the execution or filing of any instruments or any further act on

the part of any of the parties hereto, anything herein to the contrary notwithstanding.

12.18 Severance - In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other provisions of this Deed shall be severable from such provision and shall continue to have full force and effect.

12.19 Formal Date - This Deed shall bear formal date of the twelfth day of December, two thousand (December 12, 2000) notwithstanding the actual date of execution thereof.

13. NOTICES

13.1 Notice to the Grantor

Any notice or demand to the Grantor required or permitted to be given or made hereunder shall be given or made in accordance with the terms of the Debentures.

13.2 Notice to the Attorney

Any notice to the Attorney under the provisions hereof shall be valid and effective if delivered by hand to an officer of the Attorney at the Attorney's office in Toronto at 1 First Canadian Place, Suite 5104, 100 King Street West, Province of Ontario, M5X 1A1, or if sent by telecopier addressed to the said address to the attention of: Senior Trust Officer (telecopier number (416) 867-6264). Any such notice, if sent by telecopier, shall be deemed to have been received on the Banking Day following the sending or, if delivered by hand, shall be deemed to have been received at the time that such notice is delivered to the address indicated above or to a senior employee of the addressee at such address with the responsibility for matters to which the information relates. Notices of change of address shall also be governed by this Section 13.2.

13.3 Notice to Debentureholder

Any notice to the Debentureholder under the provisions hereof shall be valid and effective if given in accordance with the terms of the Debentures.

14. DESCRIPTION OF SPECIFIED SHARES

1,000,001 common shares in the capital stock of
JTI-MACDONALD TM CORP. represented by
Certificate No. 4.

15. GOVERNING LAW

This Deed shall be governed by and construed in accordance with
the laws of the Province of Quebec and the laws of Canada applicable
therein.

16. ENGLISH LANGUAGE

The parties hereby confirm their express wish that the present
Deed and all documents and agreements directly and indirectly related
thereto be drawn up in English. Notwithstanding such express wish, the
parties agree that any of such documents and agreements or any part
thereof or of this Deed may be drawn up in French.

Les parties reconnaissent leur volonté expresse que le présent
acte ainsi que tous les documents et conventions qui s'y rattachent
directement ou indirectement soient rédigés en langue anglaise.
Nonobstant telle volonté expresse, les parties conviennent que n'importe
quel desdits documents et conventions ou toute partie de ceux-ci ou de
cet acte puissent être rédigés en français.

WHEREOF ACTE:

DONE AND PASSED in the City of Montreal, Province of Québec, on
the date hereinabove set forth, under the number Four thousand one
hundred and sixty-nine (4169) _____
of the original of the minutes of the undersigned notary.


-
-
-
-
-
-

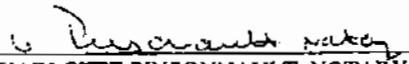
AND after the parties had declared to have taken cognizance of these presents and to have exempted the said Notary from reading them or causing them to be read, the said duly authorized officers of the Grantor and the Attorney respectively have signed these presents, all in the presence of the said Notary who has also signed.

THE TRUST COMPANY OF BANK OF MONTREAL

Per: 
Alain BRUNET

JTI-MACDONALD CORP.

Per: 
Vice President, Finance and Chief
Financial Officer


CHARLOTTE PINSONNAULT, NOTARY



NO : 4169
December 12th, 2000

DEED OF MOVEABLE HYPOTHEC AND
PLEDGE OF SHARES (\$2 Billion)

BY

JTI-MACDONALD CORP.

IN FAVOUR OF

THE TRUST COMPANY OF BANK OF
MONTREAL.

2nd copy

Publié au registre des droits personnels et réels
mobilier/ Registered in the register of personal
and moveable rights

Le/on _____ December 13th, 2000

Sous le numéro/
Under the number _____ 00-0381720-0001

Publié au registre des droits personnels et réels
mobilier/Registered on the register of personal
and moveable real rights

Le/on _____ December 13th, 2000

Sous le numéro/
Under the number _____ 00-0381720-0002

BORDEN LADNER GERVAIS LLP
(Charlotte Pinsonneault, Notary)

Advocates

1000 de La Gauchetière West
Suite 900
Montreal, Quebec
H3B 5H4
(Tel. 514-879-1212)

EXHIBIT “R”

This is **Exhibit "R"**, referred to in the
Affidavit of Robert McMaster, sworn before me
this 8th day of March, 2019.



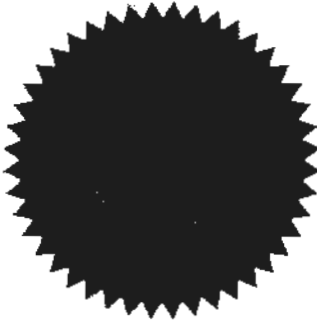
Notary Public

Mitchell Grossell
Barrister & Solicitor
LSO# 699931

DEED OF CONFIRMATION

ON THE fourteenth (14th) day of May, TWO THOUSAND AND FIFTEEN (2015)

B E F O R E Mre William Dion-Bernard, the undersigned notary for the Province of Quebec, practising in the City of Montreal



APPEARED: **BNY TRUST COMPANY OF CANADA**, a trust company having an establishment at 320 Bay Street, 11th Floor, in the City of Toronto, Province of Ontario, M5H 4A6, herein acting and represented by Marcia Redway, its Authorized Officer, duly authorized pursuant to its by-laws.

AND: **JTI-MACDONALD CORP.**, a corporation having its registered office at 1601-1 Robert Speck Parkway, Mississauga, Ontario, L4Z 0A2, herein acting and represented by Michel A. Poirier, its Chairman, President & C.E.O., and Robert McMaster, its Treasurer, duly authorized by a resolution of its Board of Directors passed on the fourteenth (14th) day of May, two thousand and fifteen (2015), a copy of which is annexed hereto after having been acknowledged true and signed for the purpose of identification by the said representative in the presence of the undersigned notary.

WHICH PARTIES DECLARED AS FOLLOWS:

- (a) JT Nova Scotia Corporation (the "**Predecessor Corporation**") and JTI-Macdonald TM Corp. (the "**Debentureholder**") entered into a Convertible Debenture Subscription Agreement dated November 23, 1999, providing for the subscription by the Debentureholder and the issue by the Predecessor Corporation, of convertible debentures (the "**1999 Subscription Agreement**"), and the Predecessor Corporation issued to the Debentureholder ten (10) convertible debentures Nos. 1 to 10, all dated November 23, 1999 (collectively, as amended from time to time, the "**Debentures**");
- (b) The Debentures were secured, *inter alia*, pursuant to a Deed of Hypothec dated November 23, 1999, entered into between the

Predecessor Corporation and The Trust Company of Bank of Montreal (the "**Initial Attorney**") before Notary Catherine Bolduc, under her minute 212 (the "**Principal Deed**");

- (c) On November 27, 1999 the Predecessor Corporation amalgamated with RJR-Macdonald Corp. under the *Companies Act* (Nova Scotia), and the Grantor, being the entity continuing from such amalgamation, expressly assumed, among other things, all indebtedness, liabilities and other obligations of the Predecessor Corporation under and pursuant to the Debentures and the 1999 Subscription Agreement;
- (d) In connection with the aforesaid amalgamation, the Grantor entered into a Supplemental Deed of Hypothec dated December 2, 1999, signed before Notary Marjoiainc Arès, under her minute number 196 (the "**Supplemental Deed**");
- (e) On March 24, 2004, the Initial Attorney assigned all of rights and obligations as *fondé de pouvoir* under the Initial Deed and the Supplemental Deed to the Attorney party hereto; and
- (f) The Grantor and the Attorney wish to confirm their intentions respecting the continuing validity and enforceability of the security created under the Principal Deed and the Supplemental Deed and, to the extent necessary, re-hypothecate the collateral hypothecated thereunder, to secure the Obligations Secured thereby;

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. **INTERPRETATION**

- 1.1 All capitalized terms used and not otherwise defined in this Deed of Confirmation shall have the meaning ascribed thereto in the Principal Deed, except to the extent otherwise provided herein or unless there is something in the context inconsistent therewith.
- 1.2 The following terms used in this Deed of Confirmation shall, unless there is something in the context inconsistent therewith, have the following meanings:
 - 1.2.1 "**Attorney**" means **BNY TRUST COMPANY OF CANADA**, acting as the current *fondé de pouvoir* under the

Principal Deed, and its successors and assigns in the powers and duties created under the Principal Deed;

1.2.2 "Grantor" means **JTI-MACDONALD CORP.**, a corporation continued and now existing pursuant to the *Canada Business Corporation Act* and its successors and assigns, including any corporation resulting from its amalgamation with any other person(s);

1.2.3 "Hypothecs" shall have the meaning ascribed to such term in Section 2 hereof.

1.3 This Deed of Confirmation is supplementary to the Principal Deed and the Supplemental Deed and this Deed of Confirmation shall henceforth be read together with the Principal Deed and the Supplemental Deed and shall have effect so far as practicable as though all the provisions of the Principal Deed, the Supplemental Deed and the Deed of Confirmation were contained in one instrument.

1.4 This Deed of Confirmation is executed under express reserve of the hypothecs, security interests and assignments granted and of all other rights subsisting in favour of the Attorney under the Principal Deed and under the Supplemental Deed, without novation of any kind or derogation from the provisions thereof or the rank or priority thereof.

2. CONFIRMING PROVISIONS

Each of the Grantor and the Attorney hereby expressly (i) acknowledges and confirms all the hypothecs and assignments in favour of the Attorney created in the Principal Deed and in the Supplemental Deed (collectively, the "Hypothecs"), in respect of all collateral charged thereby, the whole consistent with their intentions as reflected by their past dealings in connection with the Debentures and as required under the 1999 Subscription Agreement; and (ii) acknowledges and confirms that all such hypothecs and assignments are in full force and effect and shall remain as such until the execution of a final release and discharge by the Attorney, in accordance with Section 9.5 (Continuing Security) of the Supplemental Deed; and (iii) to the extent permitted by law, waives, renounces to and excludes and refuses any cause of extinction that may have been or be applicable thereto, in whole or in part, by effect of law or otherwise including, without limitation, pursuant to Sections 2795 and following of the Civil code of Quebec.

3. ADDITIONAL HYPOTHECATION

Furthermore, and for greater certainty and without any derogation from or exception to the Hypothec and under express reserve thereof, to secure the due payment and performance of the Obligations Secured (as defined in the Principal Deed), the Grantor hereby expressly re-hypothecates in favour of the Attorney, for a principal amount of TWO BILLION Canadian Dollars (CA\$2,000,000,000) and for an additional principal amount of TWO HUNDRED AND FORTY MILLION Canadian Dollars (CA\$240,000,000), in both cases plus interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum calculated semi-annually and not in advance, the universality of all of its present and future property, assets and rights, movable and immovable, corporeal and incorporeal, tangible and intangible, of any nature whatsoever and wheresoever situated, including, without limitation, any and all specific property assets and rights described in the Supplemental Deed as being hypothecated thereunder.

4. GENERAL PROVISIONS

- 4.1 **Acceptance by Attorney** - The Attorney hereby accepts this Deed of Confirmation and agrees to take, receive and hold the rights and hypothec created hereby and to exercise any and all powers and rights and to perform any and all duties conferred upon it hereunder upon the terms and conditions set forth herein.
- 4.2 **Additional Security** - The hypothec granted in this Deed of Confirmation is hereby created in addition to and not in substitution of or in replacement for any other security held or which may hereafter be held by the Attorney and does not affect the Attorney's rights of compensation and set-off.
- 4.3 **Continuing Security** - The hypothec granted in this Deed of Confirmation shall be continuing security and shall remain in full force and effect despite the repayment from time to time of the whole or of any part of the obligations secured hereunder or as a result of receipt of any insurance indemnities arising from the loss or damage to any of the property charged hereunder; it shall remain in full force until the execution of a final release and discharge by the Attorney, with the consent of the Debentureholder by Debentureholder's Instrument should any Debentures then be outstanding.

4.4 **Severance** - In the event that any provision of this Deed of Confirmation is declared null and void or is deemed not to have been written, the other provisions of this Deed of Confirmation shall be severable from such provision and shall continue to have full force and effect.

5. **GOVERNING LAW**

This Deed of Confirmation shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

6. **ENGLISH LANGUAGE**

The parties hereby confirm their express wish that the present Deed of Confirmation and all documents and agreements directly and indirectly related thereto be drawn up in English.

Les parties reconnaissent leur volonté expresse que le présent acte subsidiaire ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

WHEREOF ACTE:

DONE AND PASSED in the City of Toronto, Province of Ontario, on the date hereinabove set forth, under the number One thousand seven hundred and thirty-two (1732) _____

of the original of the minutes of the undersigned notary:

-
-
-
-
-
-
-
-
-

AND after the parties had declared having taken cognizance of these presents and having exempted the said Notary from reading them or causing them to be read, the said duly authorized officers of the Grantor and the Attorney respectively have signed these presents, all in the presence of the said Notary who has also signed.

BNY TRUST COMPANY OF CANADA

per: 
MARCIA REDWAY
Authorized Officer

JTI-MACDONALD CORP.

per: 
per: 


WILLIAM DION-BERNARD, NOTARY

A true copy of the original
hereof remaining of record
in my office.

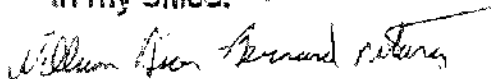


EXHIBIT “S”

This is **Exhibit "S"**, referred to in the
Affidavit of Robert McMaster, sworn before me
this 8th day of March, 2019.



Notary Public

Mitchell Grossell
Barrister & Solicitor
LSO# 699931

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

REPORT : PSSR060
PAGE : 1
(4960)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

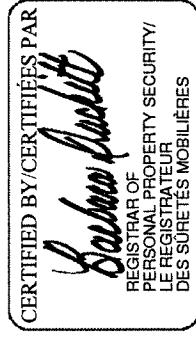
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.

FILE CURRENCY : 27FEB 2019

ENQUIRY NUMBER 20190228111501.34 CONTAINS 32 PAGE(S), 10 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7



CONTINUED... 2



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 3
 (4962)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 736035426
 01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD PERIOD
 001 003 20180129 1540 1862 5152 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME JTI-MACDONALD CORP.
 04 ADDRESS 1601-1 ROBERT SPECK PKWY MISSISSAUGA ONTARIO CORPORATION NO. L4Z 0A2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / JT INTERNATIONAL SA
 LIEN CLAIMANT RUE KAZEM RADJAVI 8 GENEVA, SWITZERLAND 1202

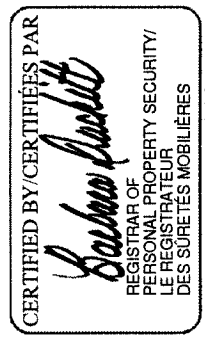
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT COVERING ALL ASSETS OF THE DEBTOR AND
 14 COLLATERAL PROCEEDS THEREOF AND CREATING A PMSI INTEREST IN
 15 DESCRIPTION INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR,

16 REGISTERING TORYS LLP - K. MILNE
 17 AGENT ADDRESS 79 WELLINGTON STREET WEST, SUITE 3000 TORONTO ON M5K 1N2

**** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ****
 CONTINUED... 4



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 4
 (4963)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 736035426

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 002 003 20180129 1540 1862 5152

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 BUSINESS NAME ADDRESS
 04 BUSINESS NAME ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 BUSINESS NAME ADDRESS
 07 BUSINESS NAME ADDRESS

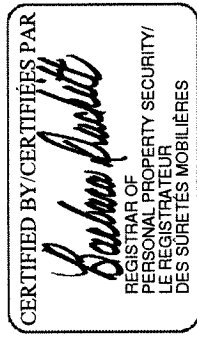
08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 GOODS

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED
 14 COLLATERAL OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY
 15 DESCRIPTION TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA

16 REGISTERING ADDRESS
 17 AGENT
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 736035426
01 CAUTION FILING NO. OF PAGES : 003
TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED REGISTRATION PERIOD : 20180129 1540 1862 5152

02 DEBTOR NAME : [REDACTED] INITIAL SURNAME : [REDACTED] ONTARIO CORPORATION NO. : [REDACTED]
03 BUSINESS NAME : [REDACTED] ADDRESS : [REDACTED]
04 DATE OF BIRTH : [REDACTED] INITIAL SURNAME : [REDACTED] ONTARIO CORPORATION NO. : [REDACTED]
05 DEBTOR NAME : [REDACTED] INITIAL SURNAME : [REDACTED] ONTARIO CORPORATION NO. : [REDACTED]
06 BUSINESS NAME : [REDACTED] ADDRESS : [REDACTED]
07 SECURED PARTY / LIEN CLAIMANT : [REDACTED] ADDRESS : [REDACTED]

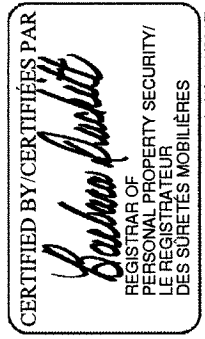
10 COLLATERAL CLASSIFICATION : CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED

11 YEAR MAKE : [REDACTED] MODEL : [REDACTED] V.I.N. : [REDACTED]
12 MOTOR VEHICLE : [REDACTED]
13 GENERAL DESCRIPTION : STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA)

16 REGISTERING AGENT : [REDACTED] ADDRESS : [REDACTED]
17 [REDACTED] ADDRESS : [REDACTED]

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER 733852134
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 002 20171109 1513 1862 8627 P PPSA 10

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 BUSINESS NAME JTI-MACDONALD CORP. ON L4Z 0A2
04 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 BUSINESS NAME JTI CANADA TECH INC. ON L4Z 0A2
07 ADDRESS 1 ROBERT SPECK PARKWAY MISSISSAUGA

08 SECURED PARTY / JTI CANADA TECH INC.
09 LIEN CLAIMANT 1 ROBERT SPECK PARKWAY MISSISSAUGA ON L4Z 0A2

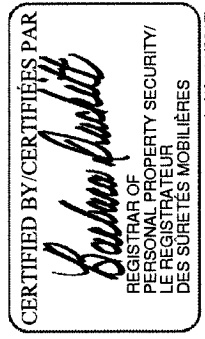
10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR,
14 COLLATERAL AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED
15 DESCRIPTION OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY

16 REGISTERING TORYS LLP - K. MILNE
17 AGENT 79 WELLINGTON STREET WEST, SUITE 3000 TORONTO ON M5K 1N2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 9



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

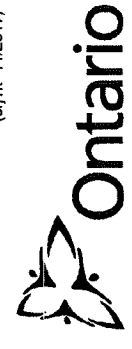
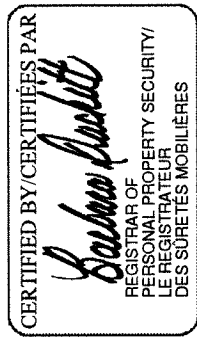
00 FILE NUMBER 733052134
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 002 20171109 1513 1862 8627

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 BUSINESS NAME ADDRESS
04 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
07 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ADDRESS
09 COLLATERAL CLASSIFICATION
10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MAJORITY DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, TOBACCO VAPOUR PRODUCTS
14 COLLATERAL BRANDED UNDER THE TRADEMARK VAPELEAF AND TOBACCO VAPORIZER PARTS AND
15 DESCRIPTION ACCESSORIES BRANDED UNDER THE TRADEMARK FLOOM TECH.

16 REGISTERING ADDRESS
17 AGENT ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 10
 (4969)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01									
31	RECORD REFERENCED	FILE NUMBER	733852134	CHANGE REQUIRED	C	DISCHARGE			
32	INDIVIDUAL DEBTOR								
33	BUSINESS DEBTOR								ONTARIO CORPORATION NO.

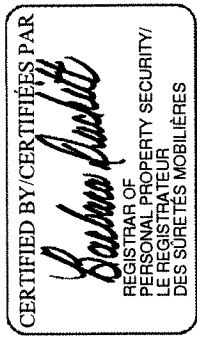
REGISTRATION NUMBER
 20190227 0949 1862 3498

RENEWAL YEARS

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT

08/16 NAME: TORYS LLP, K. WILNE
 09/17 ADDRESS: 79 WELLINGTON STREET WEST, SUITE 3000 TORONTO ON M5K 1N2

JTI-MACDONALD CORP.



(e/3H 11/2017)



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 11
 (4970)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 688847762

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 001 20110405 1946 1531 0995 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 BUSINESS NAME JTI MACDONALD CORP. ON L4Z 0A2
 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

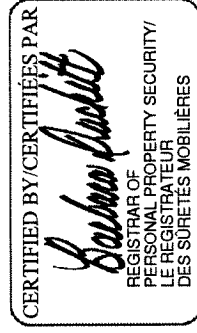
SECURED PARTY / LIEN CLAIMANT ARI FINANCIAL SERVICES INC.
 ADDRESS 600-1270 CENTRAL PARKWAY WEST MISSISSAUGA ON L5C 4P4

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 X X X

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE CANADIAN SECURITIES REGISTRATION SYSTEMS
 GENERAL COLLATERAL DESCRIPTION BURNABY BC V5G 3S8
 REGISTERING AGENT ADDRESS 4126 NORLAND AVENUE
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12



(c/111 11/2017)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20110718 1945 1531 1706

RECORD FILE NUMBER 668847762

REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
X A AMENDMENT YEARS PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEROR BUSINESS NAME JTI MACDONALD CORP.

OTHER CHANGE REASON/ DESCRIPTION ADD MOTOR VEHICLES

DEBTOR/ TRANSFEREE BUSINESS NAME INITIAL SURNAME

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS

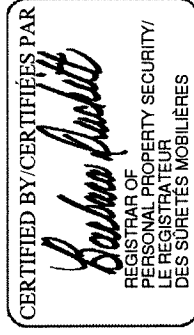
COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED MATURETY OR MATURETY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT V.I.N. MODEL
YEAR MAKE 2011 FORD 2FMDK3JG7BBB30442
VEHICLE 2011 FORD 2FMDK3JC2BBB30445

GENERAL COLLATERAL REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS BURNABY BC V5G 3S8
DESCRIPTION 4126 NORLAND AVENUE
SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27 FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 01 001 20110721 1945 1531 5762

RECORD FILE NUMBER 668847762 RENEWAL CORRECT
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED PERIOD
 22 X PART DISCH INITIAL SURNAME

REFERENCE BUSINESS NAME JTI MACDONALD CORP.
 23 DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME

OTHER CHANGE
 25 REASON/ DESCRIPTION FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEREE BUSINESS NAME
 02/ 05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03/ 06 BUSINESS NAME
 04/ 07 ADDRESS

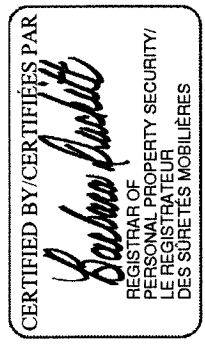
29 ASSIGNOR ONTARIO CORPORATION NO.
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 09 ADDRESS

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FIXED
 CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MODEL V.I.N.
 10 2FMDK3JC7BBB30442
 2FMDK3JC2BBB30445

MOTOR YEAR MAKE 2011 FORD
 11 VEHICLE 2011 FORD
 12 GENERAL
 13 COLLATERAL
 14 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
 15 DESCRIPTION 4126 NORLAND AVENUE BURNABY BC V5G 3S8
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 14



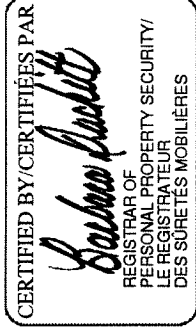
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21	FILE NUMBER	01	004	20160311 1434 1530 6273	
	RECORDED	568847762			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/TRANSFEROR	JTI MACDONALD CORP.			
25	OTHER CHANGE				
26	REASON/DESCRIPTION	CHANGE THE BASE DEBTOR NAME			
27	FROM	JTI MACDONALD CORP.			
28	DEBTOR/TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05			JTI-MACDONALD CORP.		
03/06			JTI-MACDONALD CORP.		
04/07		ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 1601	MISSISSAUGA	ONTARIO CORPORATION NO. L4Z 0A2
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V-I-N.
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS,				
15	REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS				
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC
17					V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 15
 (4974)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAPTION TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 02 004 20160311 1434 1530 6273
 21 RECORD FILE NUMBER 668847762
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 PERIOD

22 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
 23 DEBTOR/ BUSINESS NAME
 24 TRANSFEROR

25 OTHER CHANGE TO
 26 REASON/ JTI-MACDONALD CORP.
 27 DESCRIPTION ADD A GENERAL COLLATERAL DESCRIPTION INITIAL SURNAME
 28 DATE OF BIRTH FIRST GIVEN NAME

02/ BUSINESS NAME
 05/ ADDRESS
 03/ BUSINESS NAME
 06/ ADDRESS
 04/07 ADDRESS

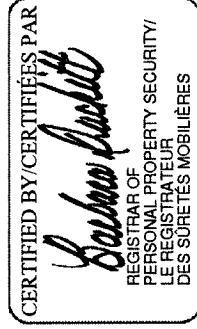
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08 ADDRESS
 09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
 CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING,
 12 VEHICLE WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS),
 13 GENERAL MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR
 14 COLLATERAL DESCRIPTION
 15 DESCRIPTION REGISTERING AGENT OR
 16 SECURED PARTY/ ADDRESS
 17 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16



(e)2H 11/2017



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 16
 (4975)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER
 03 004 20160311 1434 1530 6273

21 RECORD FILE NUMBER 668847762
 NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE BUSINESS NAME

24 DEBTOR/TRANSFEROR

25 OTHER CHANGE

26 REASON/DESCRIPTION

27 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/ 05 DEBTOR/ TRANSFEREE BUSINESS NAME

03/ 06 ADDRESS

04/07 ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE ADDRESS

08 ADDRESS

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF MATURITY OR MATURITY DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 VEHICLE GENERAL

13 COLLATERAL

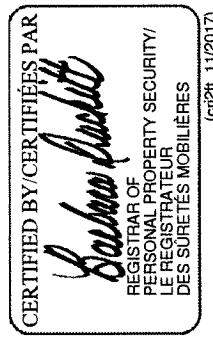
14 DESCRIPTION

15 REGISTERING AGENT OR

16 SECURED PARTY/ LIEN CLAIMANT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

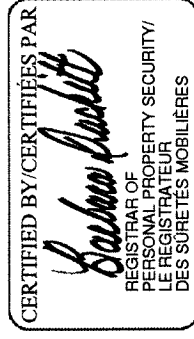
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	SCHEDULE	NUMBER	UNDER
	04	004	20160311 1434 1530	6273
01	RECORD	FILE NUMBER	668847762	
21	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
22		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	BUSINESS NAME		
24	DEBTOR/ TRANSFEROR			
25	OTHER CHANGE			
26	REASON/ DESCRIPTION			
27				
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME		
03/				
06				
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
	CONSUMER			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT
				DATE OF MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



(c)2H 11/2017



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

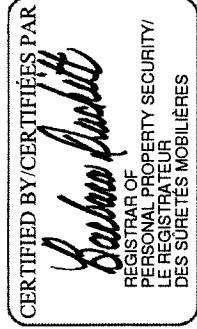
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

20 CAPTION : TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER
21 FILING NO. OF PAGES SCHEDULE NUMBER 20160311 1942 1531 6672
22 RECORD FILE NUMBER 668847762
23 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT PERIOD
24 REFERENCE X B RENEWAL 5
25 FIRST GIVEN NAME INITIAL SURNAME
26 BUSINESS NAME JTI MACDONALD CORP.
27 OTHER CHANGE
28 REASON/ DESCRIPTION
29 DEBTOR/ TRANSFEREE BUSINESS NAME INITIAL SURNAME
30 DATE OF BIRTH FIRST GIVEN NAME
31 BUSINESS NAME
32 ADDRESS
33 ONTARIO CORPORATION NO. *

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
30 ADDRESS
31 COLLATERAL CLASSIFICATION
32 CONSUMER
33 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR MATURITY DATE
34 YEAR MAKE MODEL V.I.N.
35 MOTOR VEHICLE GENERAL COLLATERAL REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT
36 CANADIAN SECURITIES REGISTRATION SYSTEMS BURNABY BC V5G 3S8
37 4126 NORLAND AVENUE

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 19
 (4978)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 868277664
 01 CAUTION FILING NO. OF PAGES TOTAL PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER PERIOD REGISTRATION
 001 001 20001211 1713 8028 0465 P PPSA 25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME JTI-MACDONALD CORP.
 04 ADDRESS 2455 ONTARIO STREET EAST MONTREAL ONTARIO CORPORATION NO. PQ H2K 1W3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / JT CANADA LLC INC.
 09 LIEN CLAIMANT ADDRESS 2455 ONTARIO STREET EAST MONTREAL PQ H2K 1W3

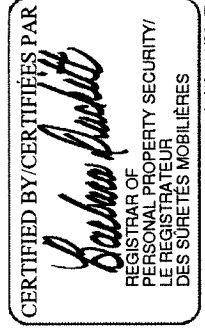
10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED Maturity DATE
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X X X X X

11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL BORDEN LADNER GERVAIS LLP (JWM)
 14 COLLATERAL 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4
 15 DESCRIPTION

16 REGISTERING BORDEN LADNER GERVAIS LLP (JWM)
 17 AGENT ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 20



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	PAGE OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20010103	1719 8028	0571
21	RECORD REFERENCED	FILE NUMBER	868277664		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED PERIOD	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	JTI-MACDONALD CORP.	INITIAL	SURNAME
24	DEBTOR/TRANSFEROR	BUSINESS NAME	JTI-MACDONALD CORP.		
25	OTHER CHANGE				
26	REASON/DESCRIPTION				
27					
28					
02/05	DEBTOR/TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06					
04/07		ADDRESS			
29	ASSIGNOR		JT CANADA LLC INC.		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		JTI-MACDONALD FM CORP.		
09		ADDRESS	2455 ONTARIO STREET		
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL		V.I.N.
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTRING AGENT OR		BORDEN LADNER GERVAIS LLP (WSR)		
16	SECURED PARTY/	ADDRESS	40 KING STREET WEST, SUITE 4400		
17	LIEN CLAIMANT		TORONTO	ONT	M5H 3Y4

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21



(c)2011/2017



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20120411 1451 8028 3787

RECORD FILE NUMBER 868277664
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
21 01 X A AMENDMENT INITIAL SURNAME PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
22 JTI-MACDONALD CORP.

DEBTOR/ TRANSFEROR BUSINESS NAME JTI-MACDONALD CORP.
23
24

OTHER CHANGE
25 AMENDMENT TO REFLECT A CHANGE IN DEBTOR ADDRESS

REASON/ DESCRIPTION
26
27

DEBTOR/ TRANSFEREE BUSINESS NAME
28
29 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA ONT L4Z 0A2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/
03/
04/07

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
29

COLLATERAL CLASSIFICATION
08
09

CONSUMER MOTOR VEHICLE DATE OF NO FIXED
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.
11

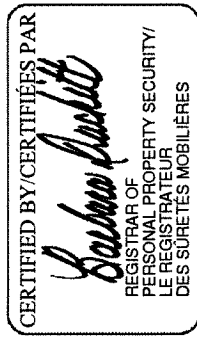
MOTOR VEHICLE GENERAL
12
13

COLLATERAL DESCRIPTION
14
15

REGISTERING AGENT OR BORDEN LADNER GERVAIS LLP (N. HAZAN)
16 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

SECURED PARTY/ LIEN CLAIMANT ADDRESS
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 22



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : P5SR060
 PAGE : 22
 (4981)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 868277673

01 CAUTION FILING : 01 OF PAGES : 002 TOTAL : 002
 MOTOR VEHICLE REGISTRATION NUMBER : 20001211 1713 8028 0466 P PPSA
 SCHEDULE : 25 REGISTERED UNDER PERIOD : 25

02 DEBTOR : JTI-MACDONALD CORP.
 DATE OF BIRTH : 2455 ONTARIO STREET EAST MONTRÉAL
 INITIAL : SURNAME : ONTARIO CORPORATION NO. : PQ H2K 1W3

03 BUSINESS NAME : JTI-MACDONALD CORP.
 ADDRESS : 2455 ONTARIO STREET EAST MONTRÉAL
 INITIAL : SURNAME : ONTARIO CORPORATION NO. : ONTARIO CORPORATION NO.

04 DEBTOR : THE TRUST COMPANY OF BANK OF MONTREAL
 DATE OF BIRTH : 1 FIRST CANADIAN PLACE, 100 KING STREET TORONTO
 BUSINESS NAME : ADDRESS : TORONTO M5X 1A1

05 SECURED PARTY / LIEN CLAIMANT : THE TRUST COMPANY OF BANK OF MONTREAL
 ADDRESS : 1 FIRST CANADIAN PLACE, 100 KING STREET TORONTO M5X 1A1

06 COLLATERAL CLASSIFICATION : CONSUMER
 MOTOR VEHICLE AMOUNT : NO FIXED
 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : Maturity or Maturity Date

07 COLLATERAL CLASSIFICATION : GOODS
 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : X X

08 YEAR MAKE : MODEL : V.I.N.

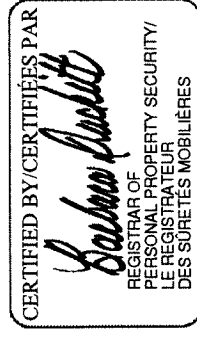
09 MOTOR VEHICLE : BORDEN LADNER GERVAIS LLP (JWM)
 ADDRESS : 40 KING STREET WEST, SUITE 4400 TORONTO M5H 3Y4

10 GENERAL COLLATERAL DESCRIPTION : SECURES, AMONG OTHER THINGS, CONVERTIBLE DEBENTURES IN THE AMOUNT OF \$1,200,000,000

11 REGISTERING AGENT : BORDEN LADNER GERVAIS LLP (JWM)
 ADDRESS : 40 KING STREET WEST, SUITE 4400 TORONTO M5H 3Y4

12 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

13 CONTINUED... 23



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 23
 (4982)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 868277673

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 02 002 20001211 1713 8028 0466

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 BUSINESS NAME
 04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME
 07 ADDRESS WEST, SUITE 5104 TORONTO ONT M5X 1A1

08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS

10 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

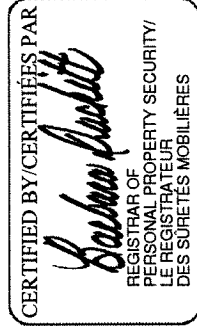
11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 059
RUN DATE : 2019/02/28
ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
FILE CURRENCY : 27FEB 2019

FORM ZC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
01 001 20120411 1451 8028 3788

RECORD FILE NUMBER 868277673
REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
X A AMENDMENT A SURNAME PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
DEBTOR/ TRANSFEROR BUSINESS NAME JTI-MACDONALD CORP.

OTHER CHANGE AMENDMENT TO REFLECT A CHANGE IN DEBTOR ADDRESS
REASON/ DESCRIPTION

DEBTOR/ TRANSFEREE BUSINESS NAME INITIAL SURNAME
ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA ONT L4Z 0A2

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS

COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO FIXED
CONSUMER INCLUDED AMOUNT MATURITY OR MATURITY DATE

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL BORDEN LADNER GERVAIS LLP (N. HAZAN)
REGISTERING AGENT OR 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

SECURED PARTY/ LIEN CLAIMANT ADDRESS
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 26
 (4985)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 19991130 1729 8028 7431 RENEWAL YEARS 1

31 CHANGE REQUIRED B RENEWAL FILE NUMBER 857173878

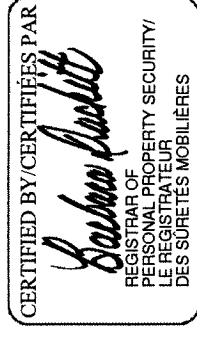
32 INDIVIDUAL DEBTOR JTI-MACDONALD CORP. ONTARIO CORPORATION NO.

33 BUSINESS DEBTOR

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
 08/16 NAME BORDEN & ELLIOT (JWM) TORONTO ONT M5H 3Y4
 09/17 ADDRESS 40 KING STREET WEST, SUITE 4400

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27



RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27/FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20120411 1451 8028 3789	
21	RECORD REFERENCED	FILE NUMBER 857173878		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME	
24	DEBTOR/TRANSFEROR	BUSINESS NAME JTI-MACDONALD CORP.		
25	OTHER CHANGE			
26	REASON/DESCRIPTION	AMENDMENT TO REFLECT A CHANGE IN DEBTOR ADDRESS		
27				
28				
02/	DEBTOR/TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/				
06				
04/07		ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 1601	MISSISSAUGA ONT L4Z 0A2

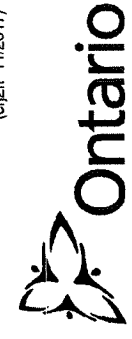
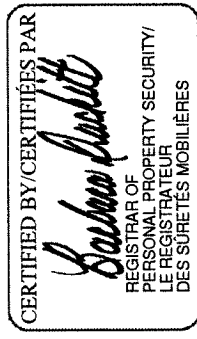
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR MATURITY DATE
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR									
17	SECURED PARTY/LIEN CLAIMANT									

BORDEN LADNER GERVALS LLP (N. HAZAN)
 40 KING STREET WEST, SUITE 4400
 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 29
 (4988)

RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI - MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION NUMBER
 19991122 1452 8028 7378

RENEWAL YEARS 1

CHANGE REQUIRED B RENEWAL

01 RECORD REFERENCED FILE NUMBER 856928601

32 INDIVIDUAL DEBTOR
 33 BUSINESS DEBTOR JT NOVA SCOTIA CORPORATION

ONTARIO CORPORATION NO.

08/16 SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT

09/17 NAME BORDEN & ELLIOT (JWM)

ADDRESS 40 KING STREET WEST, SUITE 4400

TORONTO

ONT M5H 3Y4



**** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ****

CONTINUED... 30

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER
 01 001 19991129 1851 8028 7417
 RECORD FILE NUMBER 856928601
 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 01 01 A AMENDMENT YEARS PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
 DEBTOR/ TRANSFEROR BUSINESS NAME JT NOVA SCOTIA CORPORATION

OTHER CHANGE DEBTOR NAME ON LINE 03 OF REGISTRATION NUMBER
 REASON/ DESCRIPTION 19991122 1034 8028 7374 HAS CHANGED

DEBTOR/ TRANSFEREE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME JTI-MACDONALD CORP.
 ADDRESS

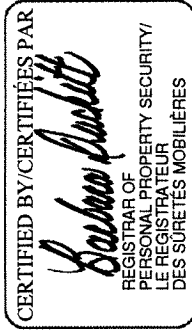
ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 ADDRESS

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE GENERAL COLLATERAL REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT
 11 12 13 14 15 16 17
 BORDEN & ELLIOT (JWM)
 40 KING STREET WEST, SUITE 4400 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 31

ONTARIO CORPORATION NO.



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF 01	TOTAL MOTOR VEHICLE SCHEDULE 20120411 1451 8028 3790	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORD REFERENCED	FILE NUMBER 856928601	PAGE AMENDED NO SPECIFIC PAGE AMENDED X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS CORRECT PERIOD
22		FIRST GIVEN NAME	INITIAL SURNAME		
23	REFERENCE	BUSINESS NAME	JTI-MACDONALD CORP.		
24	DEBTOR/TRANSFEROR				
25	OTHER CHANGE				
26	REASON/DESCRIPTION		AMENDMENT TO REFLECT A CHANGE IN DEBTOR ADDRESS		
27					
28					
02/05	DEBTOR/TRANSFEROR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
03/06		BUSINESS NAME			
04/07		ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 1601	MISSISSAUGA	ONTARIO CORPORATION NO. * L4Z 0A2

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08
 09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT Maturity OR MATURITY DATE
 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
 12 VEHICLE GENERAL
 13 COLLATERAL DESCRIPTION
 14 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT
 15 BORDEN LADNER GERVAIS LLP (N. HAZAN)
 16 40 KING STREET WEST, SUITE 4400
 17 TORONTO ONT M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 32



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 32
 (4991)

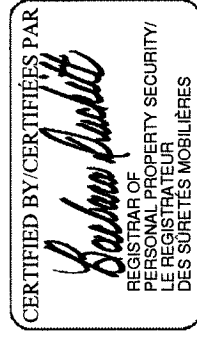
RUN NUMBER : 059
 RUN DATE : 2019/02/28
 ID : 20190228111501.34

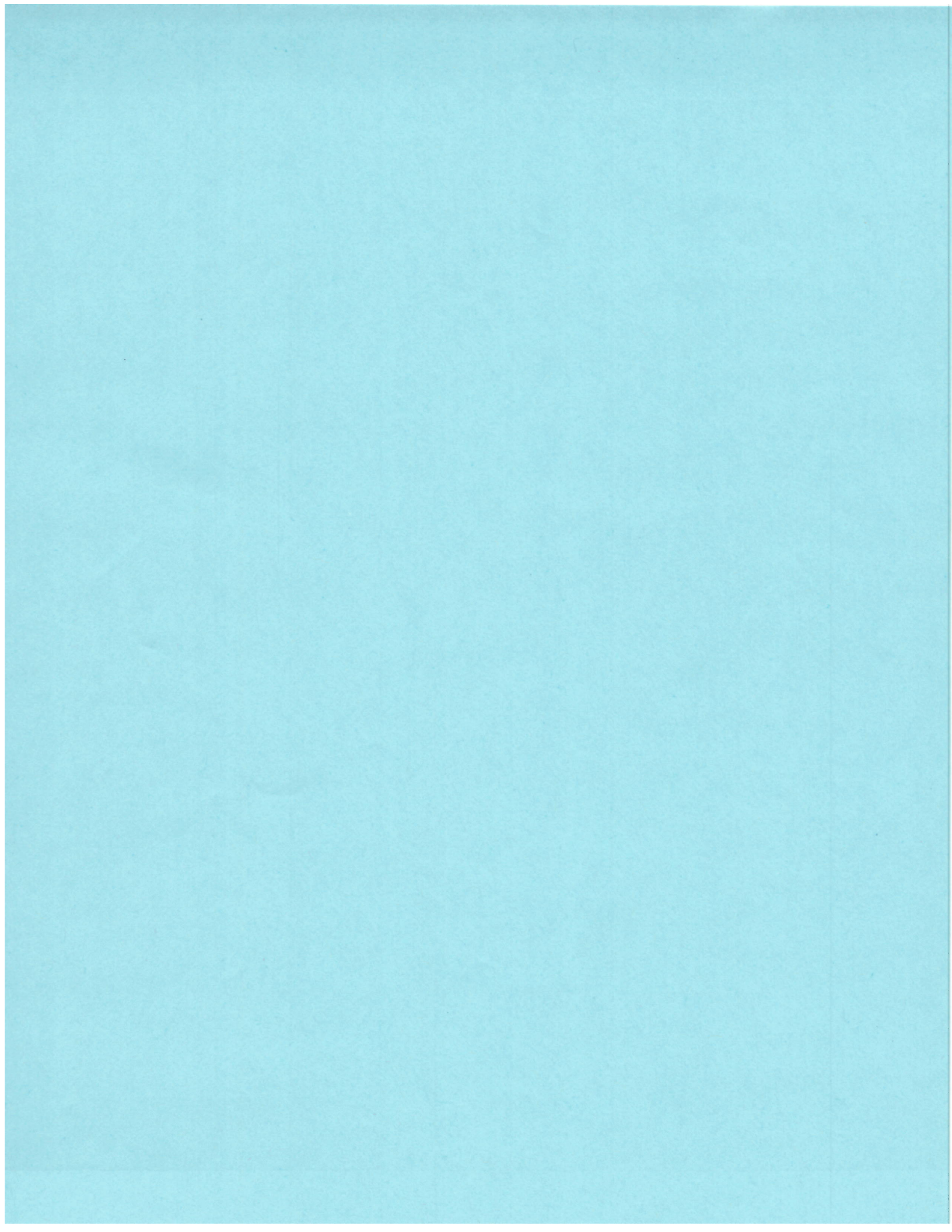
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JTI-MACDONALD CORP.
 FILE CURRENCY : 27FEB 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
736035399	20180129 1540 1862 5151			
736035426	20180129 1540 1862 5152			
736035462	20180129 1542 1862 5154			
736035516	20180129 1543 1862 5155			
733852134	20171109 1513 1862 8627	20190227 0949 1862 3498		
668847762	20110405 1946 1531 0995	20110718 1945 1531 1706	20110721 1945 1531 5762	20160311 1434 1530 6273
	20160311 1942 1531 6672			
868277664	20001211 1713 8028 0465	20010103 1719 8028 0571	20120411 1451 8028 3787	
868277673	20001211 1713 8028 0466	20120411 1451 8028 3788		
857173878	19991129 1851 8028 7416	19991130 1729 8028 7431	20120411 1451 8028 3789	
856928601	19991122 1034 8028 7374	19991122 1452 8028 7378	19991129 1851 8028 7417	20120411 1451 8028 3790

23 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.





Search ID #: Z11219915

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 02373839-89888

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Business Debtor Search For:

JTI-MACDONALD CORP.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 12050318628

Registration Date: 2012-May-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-May-03 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

14052024700	Amendment	2014-May-20
14060946584	Amendment	2014-Jun-09
14070922472	Amendment	2014-Jul-09
14081230611	Amendment	2014-Aug-12
14090937945	Amendment	2014-Sep-09
14093029748	Amendment	2014-Sep-30
15011922678	Amendment	2015-Jan-19
16040433537	Amendment	2016-Apr-04
16051900171	Amendment	2016-May-19
16052521797	Amendment	2016-May-25
16053134492	Amendment	2016-May-31
16060626253	Amendment	2016-Jun-06
16122219052	Amendment	2016-Dec-22
17042724403	Renewal	2017-Apr-27
17072831287	Amendment	2017-Jul-28
17082230956	Amendment	2017-Aug-22

Search ID #: Z11219915

Debtor(s)

Block

1 JTI MACDONALD CORP.
1 ROBERT PARKWAY, SUITE1601
MISSISSAUGA, ON L4Z 0A2

Status

Deleted by
15011922678

Block

2 JTI-MACDONALD CORP.
1 ROBERT PARKWAY, SUITE1601
MISSISSAUGA, ON L4Z 0A2

Status

Current by
15011922678

Secured Party / Parties

Block

1 ARI FINANCIAL SERVICES INC.
600-1270 CENTRAL PARKWAY WEST
MISSISSAUGA, ON L5C 4P4

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FMGK5BC7CBD19171	2012	FORD FLEX	MV - Motor Vehicle	Current
2	2FMGK5BC6CBD21441	2012	FORD FLEX	MV - Motor Vehicle	Current
3	2FMGK5BC6CBD21486	2012	FORD FLEX	MV - Motor Vehicle	Current
4	2FMGK5BC8CBD21487	2012	FORD FLEX	MV - Motor Vehicle	Deleted By 14093029748
5	2FMGK5B89EBD25787	2014	FORD	MV - Motor Vehicle	Deleted By 16053134492
6	2FMGK5B80EBD25838	2014	FORD	MV - Motor Vehicle	Deleted By 17072831287
7	2FMGK5B89EBD27314	2014	FORD	MV - Motor Vehicle	Deleted By 16052521797
8	2FMGK5B83EBD25834	2014	FORD	MV - Motor Vehicle	Current By 14052024700
9	2FMGK5B89EBD25837	2014	FORD	MV - Motor Vehicle	Current By 14052024700
10	2FMGK5B89EBD27331	2014	FORD	MV - Motor Vehicle	Deleted By 16040433537
11	2FMGK5B87EBD25836	2014	FORD	MV - Motor Vehicle	Deleted By 16060626253
12	2FMGK5B85EBD25835	2014	FORD	MV - Motor Vehicle	Current By 14060946584

Search ID #: Z11219915

13	2FMGK5B80EBD25788	2014	FORD	MV - Motor Vehicle	Deleted By 16051900171
14	2FMGK5B87EBD27330	2014	FORD	MV - Motor Vehicle	Current By 14060946584
15	2FMGK5B80EBD27329	2014	FORD	MV - Motor Vehicle	Deleted By 16122219052
16	1FM5K8B89EGC15517	2014	FORD	MV - Motor Vehicle	Deleted By 17082230956
17	2FMGK5B81EBD33172	2014	FORD	MV - Motor Vehicle	Deleted By 16051900171

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT	Current By 15011922678
2	LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS,	Current By 15011922678
3	TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE	Current By 15011922678
4	EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND	Current By 15011922678
5	REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER	Current By 15011922678
6	GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED	Current By 15011922678
7	FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER	Current By 15011922678
8	WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS,	Current By 15011922678
9	ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN,	Current By 15011922678
10	AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE	Current By 15011922678
11	FOREGOING.	Current By 15011922678
12	PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM	Current By 15011922678
13	(INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL	Current By 15011922678

Search ID #: Z11219915

14	PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH	Current By 15011922678
15	SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT))	Current By 15011922678
16	DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE	Current By 15011922678
17	ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.	Current By 15011922678

Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 15062337351

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Jun-23

Registration Status: Current

Expiry Date: 2040-Jun-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 JTI-MACDONALD CORP.
1 ROBERT SPECK PARKWAY, SUITE1601
MISSISSAUGA, ON L4Z 0A2

Current

Secured Party / Parties

Block

Status

1 JTI-MACDONALD TM CORP.
1300 - 1969 UPPER WATER STREET
HALIFAX, NS B3J 2V1

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Particulars

Block

Additional Information

Status

1 THE COMPLETE ADDRESS FOR SECURED PARTY01 IS JTI-MACDONALD TM CORP.,
1300 - 1969 UPPER WATER STREET, PURDY'S WHARF TOWER II, HALIFAX, NS B3J
2V1

Current

Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 18012927175

Registration Date: 2018-Jan-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jan-29 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA, ON L4Z 0A2

Current

Secured Party / Parties**Block****Status**

1 JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8
GENEVA, XX 1202

Current

Collateral: General**Block****Description****Status**

1 All present and after-acquired personal property of the debtor.

Current

Particulars**Block****Additional Information****Status**

1 The complete address of the secured party in block 1 is:

Current

JT International SA
rue Kazem Radjavi 8, 1202
Geneva, Switzerland

Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 18012927231

Registration Date: 2018-Jan-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jan-29 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWAY
MISSISSAUGA, ON L4Z 0A2

Current

Secured Party / Parties

Block

Status

1 JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8
GENEVA, XX 1202

Current

Collateral: General

Block

Description

Status

1 Inventory of the Debtor delivered by the Secured Party to the Debtor, and in the proceeds of such inventory, which inventory is comprised of products sold or delivered from time to time by the Secured Party to the Debtor, including, without limitation, flue cured virginia strip and by-products tobacco and international tobacco brands including Camel family, Winston family, More international family, LD family and NAS family (American Spirit in Canada).

Current

Particulars

Block

Additional Information

Status

1 The complete address of the secured party in block 1 is:

Current

JT International SA
rue Kazem Radjavi 8, 1202
Geneva, Switzerland

Search ID #: Z11219915

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	Proceeds: all accounts, chattel paper, money, intangibles, goods, documents of title, inventory, instruments, investment property (all as defined in the Personal Property Security Act of Alberta and regulations thereunder) and insurance proceeds.	Current

Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 18012927302

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jan-29

Registration Status: Current

Expiry Date: 2023-Jan-29 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	JTI-MACDONALD CORP. 1601-1 ROBERT SPECK PKWY MISSISSAUGA, ON L4Z 0A2	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JT INTERNATIONAL HOLDING B.V. BELLA DONNA 4 AMSTELVEEN, XX 1181 RM	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the debtor.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The complete address of the secured party in block 1 is: JT International Holding B.V. Bella Donna 4 1181 RM Amstelveen Netherlands	Current

Search ID #: Z11219915

Business Debtor Search For:

JTI-MACDONALD CORP.

Search ID #: Z11219915

Date of Search: 2019-Feb-28

Time of Search: 09:09:08

Registration Number: 18012927376

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jan-29

Registration Status: Current

Expiry Date: 2023-Jan-29 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWAY
MISSISSAUGA, ON L4Z 0A2

Current

Secured Party / Parties

Block

Status

1 JT INTERNATIONAL BUSINESS SERVICES LIMITED
11TH FLOOR, ORANGE TOWER
MEDIA CITY UK, SALFORD, XX M50 2HF

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the debtor.

Current

Particulars

Block

Additional Information

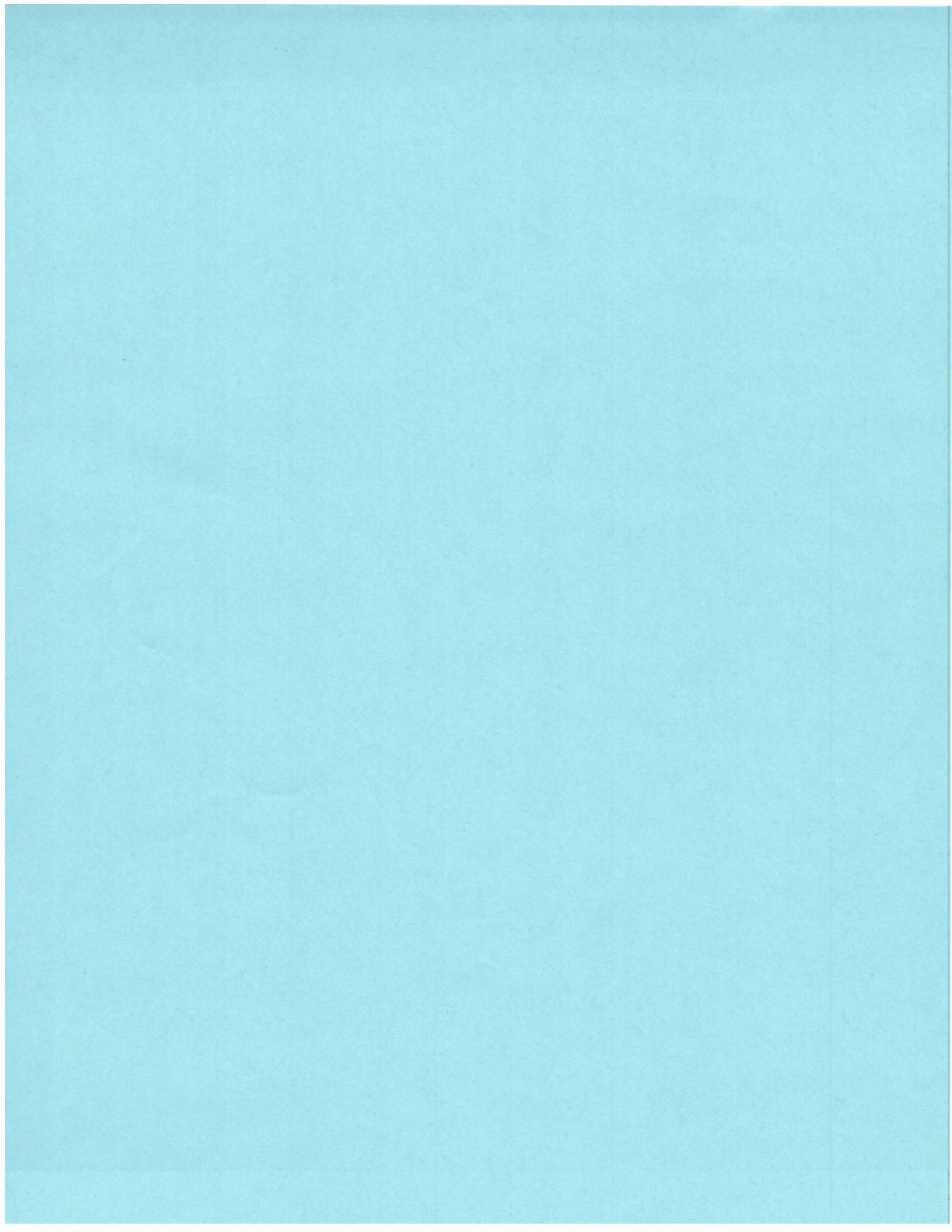
Status

1 The complete address of the secured party in block 1 is:

Current

JT International Business Services Limited
11th Floor, Orange Tower
Media City UK
Salford
Greater Manchester M50 2HF
United Kingdom

Result Complete



Index: BUSINESS DEBTOR

List of matches:

Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP
Exact: JTI-MACDONALD CORP.

Page: 1

Index: BUSINESS DEBTOR

Search Criteria: JTI-MACDONALD CORP.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2011 Reg. Length: 5 YEARS
Reg. Time: 14:24:53 Expiry Date: JUL 27, 2026
Base Reg. #: 271168G Control #: D0692344

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: ARI FINANCIAL SERVICES INC.
600-1270 CENTRAL PARKWAY WEST
MISSISSAUGA ON L5C 4P4

+++ Base Debtor: JTI MACDONALD CORP.
(Business) 1601 - 1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
+++ MV	2FMDK3JC7BBB30442	2011	FORD EDGE	
+++ MV	2FMDK3JC2BBB30445	2011	FORD EDGE	

Registering

Party: ARI FINANCIAL SERVICES INC.
600-1270 CENTRAL PARKWAY WEST
MISSISSAUGA ON L5C 4P4

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 713420G Reg. Date: APR 30, 2012
Reg. Time: 15:45:59
Control #: D1145165

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Details Description:

ADD MOTOR VEHICLE DESCRIPTION.

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0003 MV	2FMGK5BC2CBD21498	2012	FORD	
*** ADDED ***				
V0004 MV	2FMGK5BC5CBD21494	2012	FORD	

Registering

Party: CANADIAN SECURITIES REGISTRATION
SYSTEMS
4126 NORLAND AVENUE
BURNABY BC V5G 3S8

Continued on Page 2

*** Name/Address Changed on May 7, 2012 to:

Registering
Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 866835G Reg. Date: JUL 25, 2012
Reg. Time: 13:30:24
Control #: D1302302
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

*** ADDED ***
V0005 MV 2FMGK5BC3CBD21493 2012 FORD
*** ADDED ***
+++ MV 2FMGK5BC1CBD21492 2012 FORD

Registering
Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 336010H Reg. Date: MAY 08, 2013
Reg. Time: 14:54:09
Control #: D1783098
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

*** ADDED ***
+++ MV 1FM5K8B85DGC17022 2013 FORD

Registering
Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- PARTIAL DISCHARGE -----

Reg. #: 929749H Reg. Date: APR 30, 2014
Reg. Time: 14:50:13
Control #: D2392198
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Continued on Page 3

Search Criteria: JTI-MACDONALD CORP.

Page: 3

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

** DELETED **
+++ MV 2FMGK5BC1CBD21492 2012 FORD

Registering
Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 963552H Reg. Date: MAY 20, 2014
Reg. Time: 13:48:09
Control #: D2426859
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Search Criteria: JTI-MACDONALD CORP.

Page: 6

Details Description:
AMEND BASE DEBTOR NAME.
ADD GENERAL COLLATEARAL DESCRIPTION.

Block#

** DELETED **

+++ Bus. Debtor: JTI MACDONALD CORP.
1601 - 1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2

*** ADDED ***

=D0002 Bus. Debtor: JTI-MACDONALD CORP.
1601 - 1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2

General Collateral:

*** ADDED ***

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING.
PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 595362I Reg. Date: MAY 11, 2015
Reg. Time: 13:56:44
Control #: D3073944

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***

+++ MV 5FNYF4H99FB504925 2015 HONDA

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

Continued on Page 7

Search Criteria: JTI-MACDONALD CORP.

Page: 7

----- PARTIAL DISCHARGE -----

Reg. #: 229541J Reg. Date: APR 15, 2016
Reg. Time: 14:10:37
Control #: D3722181

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 1FM5K8B85DGC17022 2013 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 283999J Reg. Date: MAY 12, 2016
Reg. Time: 12:09:55
Control #: D3777907

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 2FMGK5B82EBD27333 2014 FORD

** DELETED **

+++ MV 2FMGK5B80EBD27332 2014 FORD

** DELETED **

+++ MV 2FMGK5B84EBD27334 2014 FORD

** DELETED **

+++ MV 2FMGK5B80EBD27315 2014 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 307894J Reg. Date: MAY 25, 2016
Reg. Time: 12:54:33
Control #: D3802350

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 2FMGK5B82EBD25839 2014 FORD

Continued on Page 8

Search Criteria: JTI-MACDONALD CORP.

Page: 8

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- R E N E W A L -----

Reg. #: 373168J Reg. Date: JUN 24, 2016
Reg. Life: 10 YEARS Reg. Time: 12:50:57
Control #: D3869146

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 513762J Reg. Date: SEP 01, 2016
Reg. Time: 12:33:39
Control #: D4012559

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 2FMGK5B82EBD25842 2014 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 539666J Reg. Date: SEP 15, 2016
Reg. Time: 12:30:06
Control #: D4039003

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 2FMGK5B86EBD27335 2014 FORD

** DELETED **

+++ MV 2FMGK5B84EBD25043 2014 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

Continued on Page 9

Search Criteria: JTI-MACDONALD CORP.

Page: 9

----- P A R T I A L D I S C H A R G E -----

Reg. #: 221329K Reg. Date: AUG 22, 2017
Reg. Time: 13:17:17
Control #: D4735051

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 1FM5K8B80EGC15518 2014 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 265519K Reg. Date: SEP 12, 2017
Reg. Time: 14:30:47
Control #: D4780062

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ MV 2FMDK3JC8EBA72046 2014 FORD

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 659664K Reg. Date: MAR 29, 2018
Reg. Time: 15:31:21

Control #: D5181883
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 271168G Base Reg. Date: JUL 27, 2011

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** DELETED ***				
+++ MV	5FNYF4H99FB504925	2015	HONDA	

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

Continued on Page 10

Search Criteria: JTI-MACDONALD CORP.

Page: 10

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 23, 2015 Reg. Length: 25 YEARS
Reg. Time: 14:29:11 Expiry Date: JUN 23, 2040
Base Reg. #: 681989I Control #: D3161044

Block#

S0001 Secured Party: JTI-MACDONALD TM CORP.
1300-1969 UPPER WATER STREET
HALIFAX NS B3J 2V1

=D0001 Base Debtor: JTI-MACDONALD CORP
(Business) 1 ROBERT SPECK PARKWAY, #1601
MISSISSAUGA ON L4Z 0A2

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;
ALL PRESENT AND AFTER-ACQUIRED LICENCES OF THE DEBTOR;
ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES,
GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY,
SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND
ANY OTHER FORM OF PROCEEDS.
THE COMPLETE ADDRESS OF THE SECURED PARTY S0001 IS AS FOLLOWS:
JTI-MACDONALD TM CORP., 1300-1969 UPPER WATER STREET,
PURDY'S WHARF TOWER II, HALIFAX, NOVA SCOTIA B3J 2V1.
THE COMPLETE ADDRESS OF THE DEBTOR D0001 IS AS FOLLOWS:
JTI-MACDONALD CORP., 1 ROBERT SPECK PARKWAY, SUITE 1601,
MISSISSAUGA, ONTARIO L4Z 0A2.

Registering

Party: BORDEN LADNER GERVAIS LLP
1200-200 BURRARD STREET
VANCOUVER BC V7X 1T2

***** P P S A S E C U R I T Y A G R E E M E N T *****

*** DISCHARGED ***

Reg. Date: NOV 09, 2017 Reg. Length: 10 YEARS
Reg. Time: 10:25:50 Expiry Date: NOV 09, 2027
Base Reg. #: 391500K Control #: D4908231

Block#

S0001 Secured Party: JTI CANADA TECH INC.
1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2

=D0001 Base Debtor: JTI-MACDONALD CORP
(Business) 1601 - 1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2

General Collateral:

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR,
AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED
OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY
TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, TOBACCO VAPOUR PRODUCTS
BRANDED UNDER THE TRADEMARK VAPELEAF AND TOBACCO VAPORIZER AND PARTS
AND ACCESSORIES BRANDED UNDER THE TRADEMARK PLOOM TECH.

Continued on Page 11

Registering

Party: NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 391656K Reg. Date: NOV 09, 2017
Reg. Time: 11:03:45
Control #: D4908568
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 391500K Base Reg. Date: NOV 09, 2017

Details Description:
TO ADD PROCEEDS TO THE GENERAL COLLATERAL DESCRIPTION.

General Collateral:

*** ADDED ***
PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL
PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND
INVESTMENT PROPERTY AND FINANCIAL ASSETS.

Registering

Party: NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

----- T O T A L D I S C H A R G E -----

Reg. #: 339541L Reg. Date: FEB 27, 2019
Reg. Time: 08:35:47
Control #: D5874659
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 391500K Base Reg. Date: NOV 09, 2017

Registering

Party: JCLD ONLINE TECHNOLOGIES
16-1375 SOUTHDOWN ROAD STE 322
MISSISSAUGA ON L5J 2Z1

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 30, 2018 Reg. Length: 5 YEARS
Reg. Time: 09:14:54 Expiry Date: JAN 30, 2023
Base Reg. #: 539976K Control #: D5058002

Block#

S0001 Secured Party: JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8, 1202
GENEVA, SWITZERLAND XX

=D0001 Base Debtor: JTI-MACDONALD CORP
(Business) 1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2

Continued on Page 12

General Collateral:

ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR
HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER
NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS
AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO
AND SUBSTITUTIONS THEREFOR.

PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY,
CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE,
INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS.

Registering

Party: NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 30, 2018 Reg. Length: 5 YEARS
Reg. Time: 09:17:48 Expiry Date: JAN 30, 2023
Base Reg. #: 539991K Control #: D5058104

Block#

S0001 Secured Party: JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8, 1202
GENEVA, SWITZERLAND XX

=D0001 Base Debtor: JTI-MACDONALD CORP
(Business) 1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA), WHEREVER SITUATE, AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS AND BOOKS RELATING TO OR BEING RECORDS OF INVENTORY OR ITS PROCEEDS OR BY WHICH INVENTORY OR ITS PROCEEDS ARE OR MAY HEREAFTER BE SECURED, MADE PAYABLE, EVIDENCED OR ACKNOWLEDGED, INCLUDING SECURITIES, CHATTEL PAPER, INSTRUMENTS, AND DOCUMENTS OF TITLE, AND ALL CONTRACTUAL RIGHTS, INSURANCE CLAIMS, PATENTS, TRADEMARKS, COPYRIGHTS AND OTHER INDUSTRIAL PROPERTY RELATING TO INVENTORY OR ITS PROCEEDS.

PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS.

Registering

Party: NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800-510 WEST GEORGIA ST
VANCOUVER BC V6B 0M3

Continued on Page 13

Search Criteria: JTI-MACDONALD CORP.

Page: 13

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 30, 2018 Reg. Length: 5 YEARS
Reg. Time: 09:19:03 Expiry Date: JAN 30, 2023
Base Reg. #: 540003K Control #: D5058088

Block#

S0001 Secured Party: JT INTERNATIONAL HOLDING B.V.
BELLA DONNA 4 1181 RM
AMSTELVEEN XX

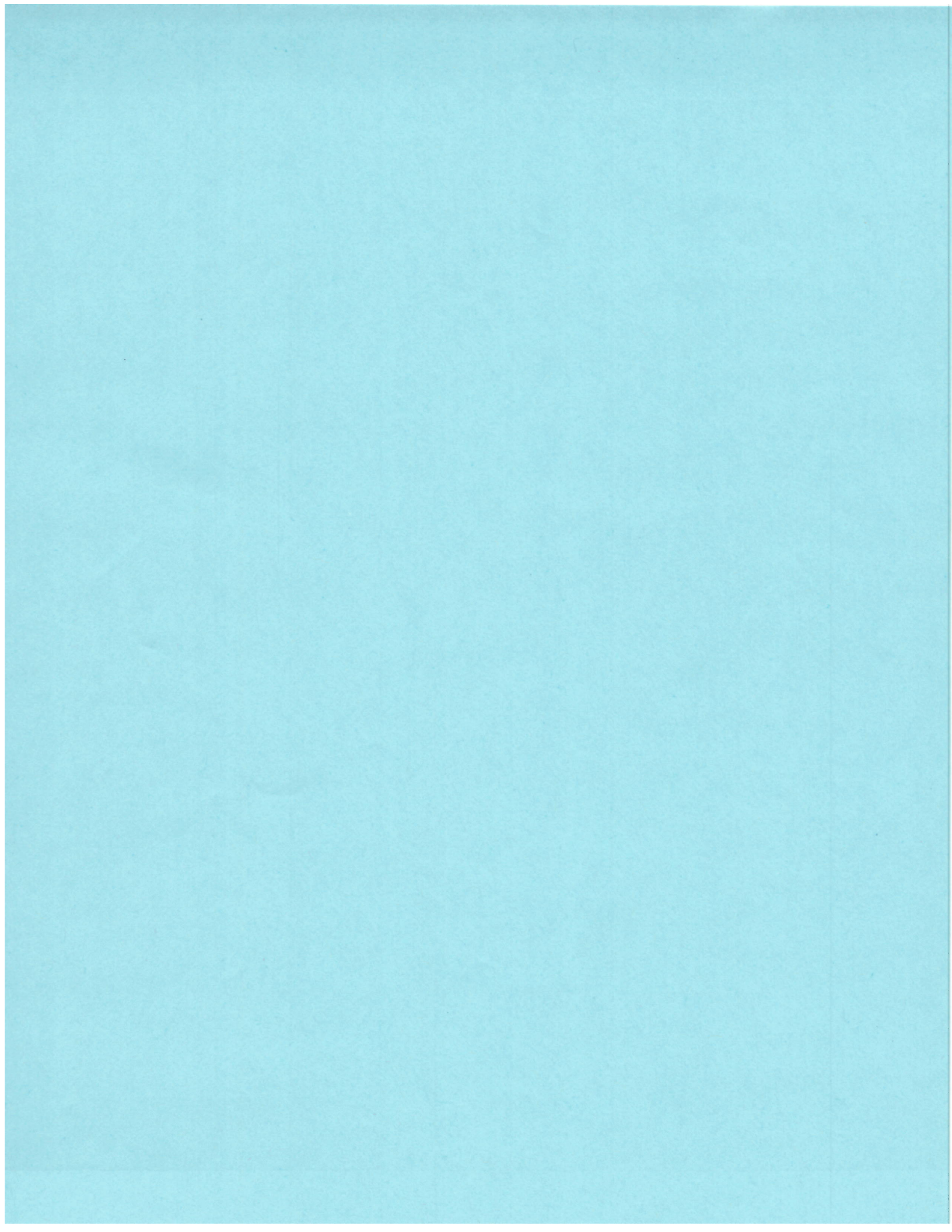
=D0001 Base Debtor: JTI-MACDONALD CORP
(Business) 1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2

General Collateral:

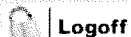
ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS.

THE FULL ADDRESS OF THE SECURED PARTY IS:
JT INTERNATIONAL HOLDING B.V.
BELLA DONNA 4
1181 RM AMSTELVEEN



Sue Shaunessy
(odi1ssha)



Business Debtor

Search Results	Print Requests	Mailing Information	Payment
--------------------------------	--------------------------------	-------------------------------------	-------------------------

[Help](#)

Search by Business Debtor

Date: 2019-02-28 Business Name: JTI-MACDONALD CORP.
Time: 10:11:25 AM
Inquiry Number: 10249516598

2 exact matches were found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. JTI-MACDONALD CORP.	2
2. JTI-Macdonald Corp.	4

1. JTI-MACDONALD CORP.

1.1 JTI-MACDONALD CORP.: Registration 201511679902 (2015-06-24 8:34:52 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2040-06-24
Special Notices	Perfection in Another Jurisdiction
Debtor Address	1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA, ON CANADA L4Z 0A2
Secured Parties (party code, name, address)	JTI-MACDONALD TM CORP. 1300 - 1969 UPPER WATER STREET, PURDY'S WHARF TOWER II HALIFAX, NS CANADA B3J 3R7
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 JTI-MACDONALD CORP.: Registration 201112054109 (2011-07-19 5:10:24 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2021-07-17
Debtor Address	1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA, ON Canada L4Z 0A2
Secured Parties (party code, name, address)	ARI Financial Services Inc. 600-1270 Central Parkway West Mississauga, ON Canada L5C 4P4
General Collateral Description	ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.
Serial Numbered Goods (serial number, category, year, description)	2FMGK5B89EBD25854 Motor Vehicle 2014 FORD
	Registration Number: 201718349112 (2017-10-06 8:42:25 AM) Sections Changed: Serial Numbered Goods
	Registration Number: 201611867617 (2016-06-24 3:23:22 PM) Sections Changed: Expiry Date
	Registration Number: 201610632616 (2016-06-07 3:55:48 PM) Sections Changed: Serial Numbered Goods
	Registration Number: 201610189518 (2016-06-01 2:19:35 PM) Sections Changed: Serial Numbered Goods
	Registration Number: 201500963218 (2015-01-19 4:48:57 PM) Sections Changed: Business Debtors, General Collateral Description

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

Documents Online

Survey Plans Online

Account Application Information

Security Forms

Change History	Registration Number: 201415204715 (2014-08-14 11:38:03 AM) Sections Changed: Serial Numbered Goods
	Registration Number: 201410715614 (2014-06-11 4:36:14 PM) Sections Changed: Serial Numbered Goods
	Registration Number: 201410662111 (2014-06-11 11:06:55 AM) Sections Changed: Serial Numbered Goods
	Registration Number: 201410585010 (2014-06-10 1:30:26 PM) Sections Changed: Serial Numbered Goods
	Registration Number: 201408844911 (2014-05-20 5:59:39 PM) Sections Changed: Serial Numbered Goods
Registration Number: 201207060211 (2012-04-30 4:37:15 PM) Sections Changed: Serial Numbered Goods	

[Back to Top](#)

2. JTI-Macdonald Corp.

2.1 JTI-Macdonald Corp.: Registration 201801745607 (2018-01-30 1:43:15 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-01-30
Debtor Address	1601-1 Robert Speck Pkwy Mississauga, Ontario Canada L4Z 0A2
Secured Parties (party code, name, address)	JT International Business Services Limited 11th Floor, Orange Tower, Media City UK Salford, Greater Manchester United Kingdom M50 2HF
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

2.2 JTI-Macdonald Corp.: Registration 201801744708 (2018-01-30 1:39:15 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-01-30
Debtor Address	1601-1 Robert Speck Pkwy Mississauga, Ontario Canada L4Z 0A2
Secured Parties (party code, name, address)	JT International Holding B.V. Bella Donna 4 Amstelveen, NL Netherlands 1181 RM
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

2.3 JTI-Macdonald Corp.: Registration 201801744503 (2018-01-30 1:36:15 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-01-30
Special Notices	Purchase Money Security Interest
Debtor Address	1601-1 Robert Speck Pkwy Mississauga, Ontario Canada L4Z 0A2
Secured Parties (party code, name, address)	JT International SA rue Kazem Radjavi 8 Geneva, CH Switzerland 1202
General Collateral Description	The security interest is taken in all of the debtor's present and after-acquired personal property and creating a PMSI interest in: inventory of the Debtor delivered by the Secured Party to the Debtor, and in the proceeds of such inventory, which inventory is comprised of products sold or delivered from time to time by the Secured Party to the Debtor, including, without limitation, flue cured virginia strip and by-products tobacco and international tobacco brands including Camel family, Winston family, More international family, LD family and NAS family (American Spirit in Canada).

2.4 JTI-Macdonald Corp.: Registration 201801744201 (2018-01-30 1:34:15 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-01-30
Debtor Address	1601-1 Robert Speck Pkwy Mississauga, Ontario Canada L4Z 0A2
Secured Parties (party code, name, address)	JT International SA rue Kazem Radjavi 8 Geneva, CH Switzerland 1202
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

[New Search](#)

[Search Results](#)

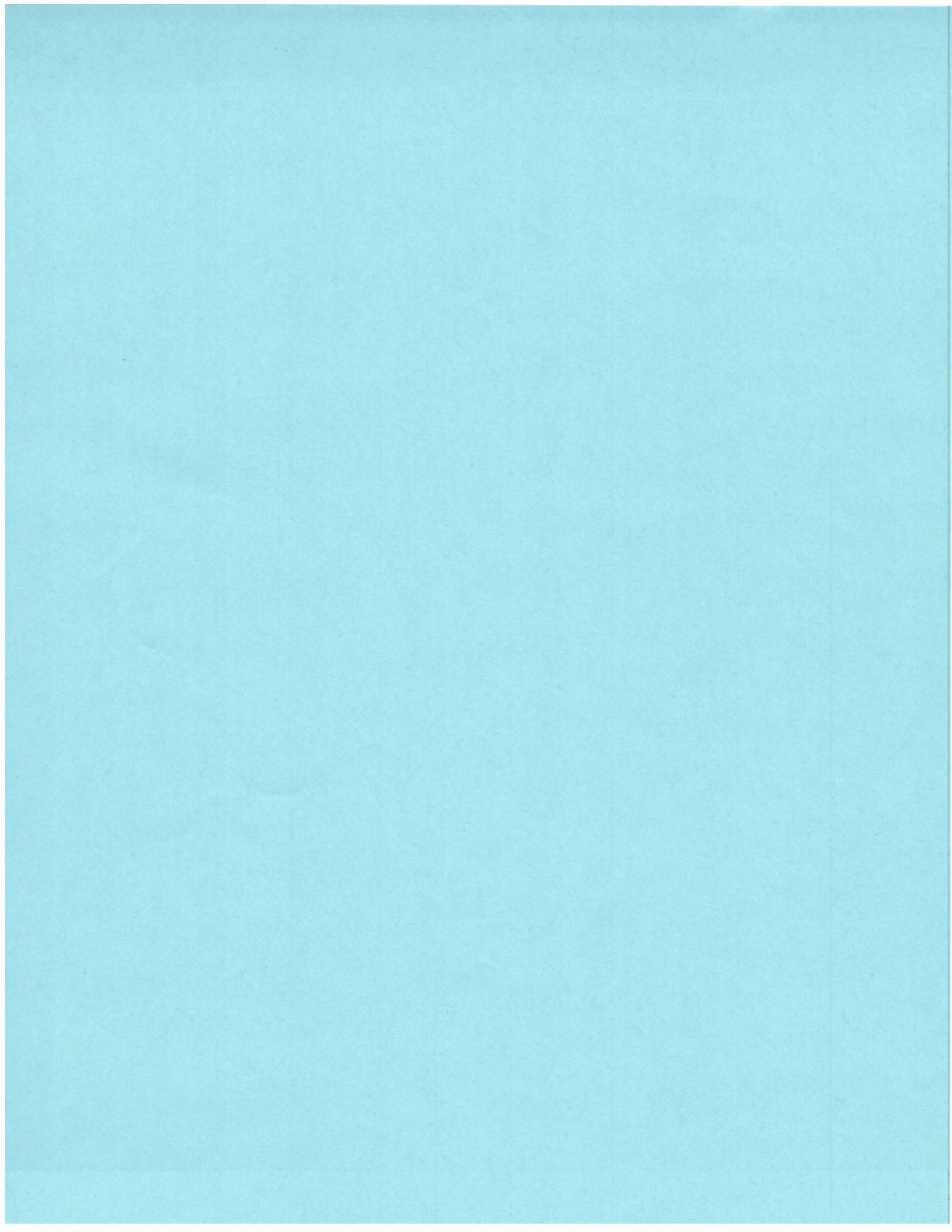
[Print Requests](#)

[Mailing Information](#)

[Payment](#)

[Printer Friendly Version](#)

[Privacy](#)



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	JTI-MACDONALD CORP.
Date and Time of Search:	2019-02-28 12:11 (Atlantic)
Transaction Number:	17791924
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	21429501	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	26022244	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	30132641	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	30132658	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	30132708	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	30132732	JTI-MACDONALD CORP.	MISSISSAUGA

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 6 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 21429501

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	21429501	2012-05-03 15:58	2017-05-03	1283439-CS1
Amendment	22951628	2013-05-07 13:03	2017-05-03	1350954
Amendment	24393795	2014-05-20 17:28	2017-05-03	1416919
Amendment	24636524	2014-07-09 20:02	2017-05-03	21429501
Amendment	25381740	2015-01-19 17:44	2017-05-03	21429501
Amendment	27205160	2016-04-05 19:48	2017-05-03	1534882
Amendment	27236017	2016-04-12 20:04	2017-05-03	1536160

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Amendment	27332352	2016-05-03 15:25	2017-05-03	1540313
Renewal	28838092	2017-04-27 15:54	2022-05-03	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 25381740

Type: Enterprise
~~JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PARKWAY
 MISSISSAUGA ON L4Z 0A2
 Canada~~

The Debtor below was added by registration number 25381740

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PARKWAY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 ARI Financial Services Inc.
 600-1270 Central Parkway West
 Mississauga ON L5C 4P4
 Canada

General Collateral

Added by registration number 25381740

ADD

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING.

PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED

DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE
COLLATERAL OR ANY PROCEEDS THEREOF.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2FMGK5BC4CBD21471	Motor Vehicle	2012 FORD FLEX	21429501	
2FMGK5BC3CBD21560	Motor Vehicle	2012 FORD FLEX	21429501	
2FMGK5BC2CBD19167	Motor Vehicle	2012 FORD FLEX	21429501	
2FMGK5BC3CBD21476	Motor Vehicle	2012 FORD FLEX	21429501	
1FMGK5B81DGG16997	Motor Vehicle	2013 FORD	22951628	27332352
2FMGK5B87EBD27327	Motor Vehicle	2014 FORD	24393795	
2FMGK5B86EBD25827	Motor Vehicle	2014 FORD	24393795	27205160
2FMGK5B82EBD25825	Motor Vehicle	2014 FORD	24636524	27236017
2FMGK5B87EBD25786	Motor Vehicle	2014 FORD	24636524	

Registration Details for Registration Number: 26022244

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	26022244	2015-06-24 10:21	2040-06-24	7136385

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1 ROBERT SPECK PARKWAY, SUITE 1601
MISSISSAUGA ON L4Z 0A2
CANADA

Secured Parties

Type: Enterprise
JTI-MACDONALD TM CORP.
1300 - 1969 UPPER WATER STREET, PURDY'S WHARF TOWER II
HALIFAX NS B3J 3R7
CANADA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Registration Details for Registration Number: 30132641

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	30132641	2018-01-31 09:20	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 30132658

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	30132658	2018-01-31 09:22	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA)

Registration Details for Registration Number: 30132708

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	30132708	2018-01-31 09:27	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL HOLDING B.V.
 BELLA DONNA 4
 1181 RM
 AMSTELVEEN -
 NETHERLANDS

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 30132732

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	30132732	2018-01-31 09:30	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

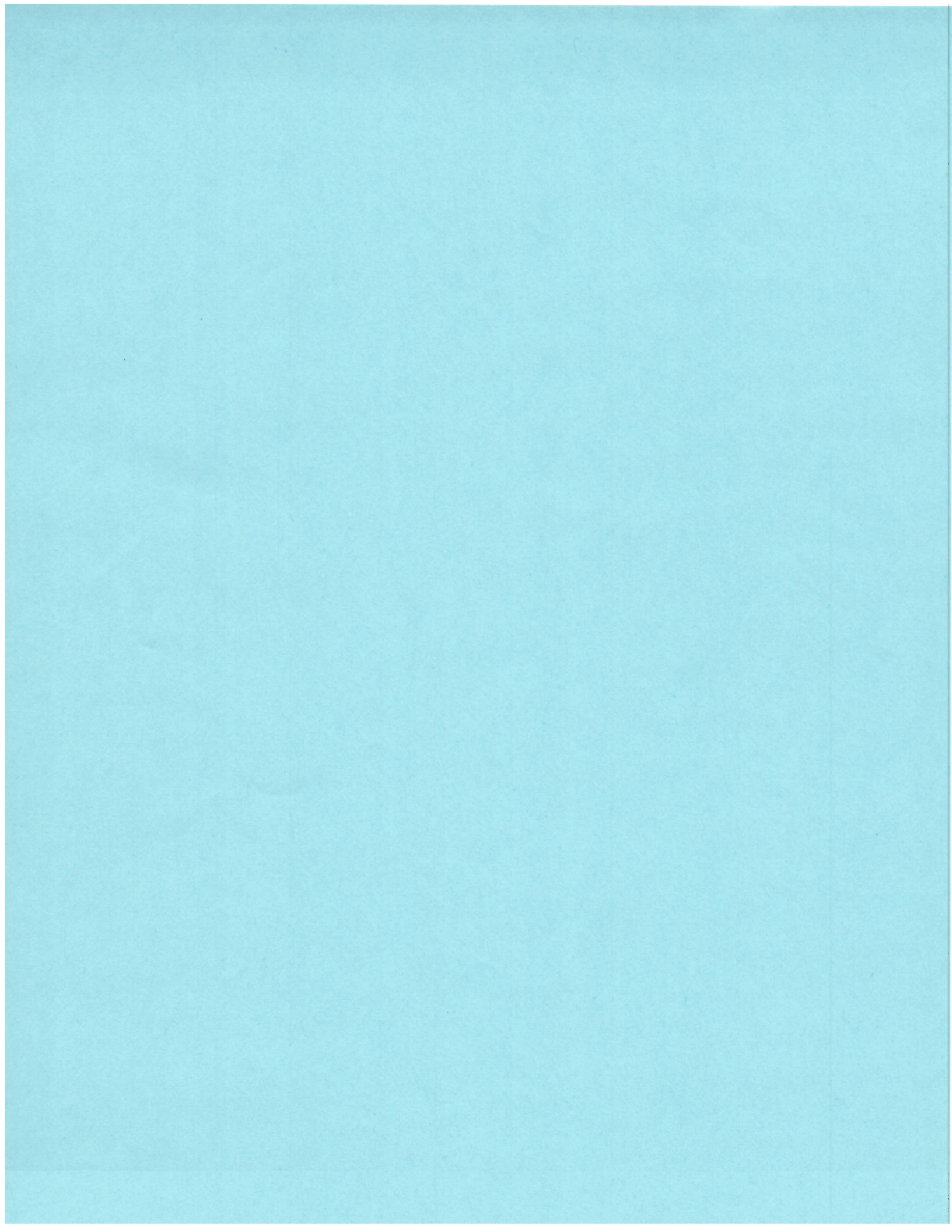
Secured Parties

Type: Enterprise
JT INTERNATIONAL BUSINESS SERVICES LIMITED
11TH FLOOR, ORANGE TOWER
MEDIA CITY UK
SALFORD
GREATER MANCHESTER - M50 2HF
UNITED KINGDOM

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: JTI-MACDONALD CORP.
Date and Time of Search: 2019-02-28 12:11 (Atlantic)
Transaction Number: 17791933
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	9944377	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	13031521	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	15659915	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	15659923	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	15659931	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	15659956	JTI-MACDONALD CORP.	MISSISSAUGA

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 6 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 9944377

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	9944377	2012-05-03 16:00	2017-05-03	711416-CS1
Amendment	11948957	2014-05-20 17:57	2017-05-03	813767
Amendment	12024949	2014-06-10 15:14	2017-05-03	817476
Amendment	12615969	2015-01-19 17:51	2017-05-03	847144
Renewal	14875645	2017-04-27 13:44	2022-05-03	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 12615969

Type: ~~Enterprise~~
~~JTI-MACDONALD CORP.~~
~~1601-1 ROBERT SPECK PARKWAY~~
~~MISSISSAUGA ON L4Z 0A2~~
Canada

The Debtor below was added by registration number 12615969

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PARKWAY
MISSISSAUGA ON L4Z 0A2
Canada

Secured Parties

Type: Enterprise
ARI Financial Services Inc.
600-1270 Central Parkway West
Mississauga ON L5C 4P4
Canada

General Collateral

Added by registration number 12615969

ADD

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING.

PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2FMGK5BC6CBD21472	Motor Vehicle	2012 FORD	9944377	
2FMGK5B84EBD25826	Motor Vehicle	2014 FORD	11948957	
2FMGK5B88EBD25828	Motor Vehicle	2014 FORD	12024949	
2FMGK5B89EBD25823	Motor Vehicle	2014 FORD	12024949	

Registration Details for Registration Number: 13031521

Province or Territory: Newfoundland and Labrador
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	13031521	2015-06-24 10:21	2040-06-24	7136509

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1 ROBERT SPECK PARKWAY, SUITE 1601
 MISSISSAUGA ON L4Z 0A2
 CANADA

Secured Parties

Type: Enterprise
 JTI-MACDONALD TM CORP.
 1300 - 1969 UPPER WATER STREET, PURDY'S WHARF TOWER II
 HALIFAX NS B3J 3R7
 CANADA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Registration Details for Registration Number: 15659915

Province or Territory: Newfoundland and Labrador
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15659915	2018-01-31 09:21	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

Secured Parties

Type: Enterprise
JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8, 1202
GENEVA -
SWITZERLAND

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 15659923

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15659923	2018-01-31 09:23	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA)

Registration Details for Registration Number: 15659931

Province or Territory: Newfoundland and Labrador
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15659931	2018-01-31 09:27	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL HOLDING B.V.
 BELLA DONNA 4
 1181 RM
 AMSTELVEEN -
 NETHERLANDS

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 15659956

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	15659956	2018-01-31 09:31	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

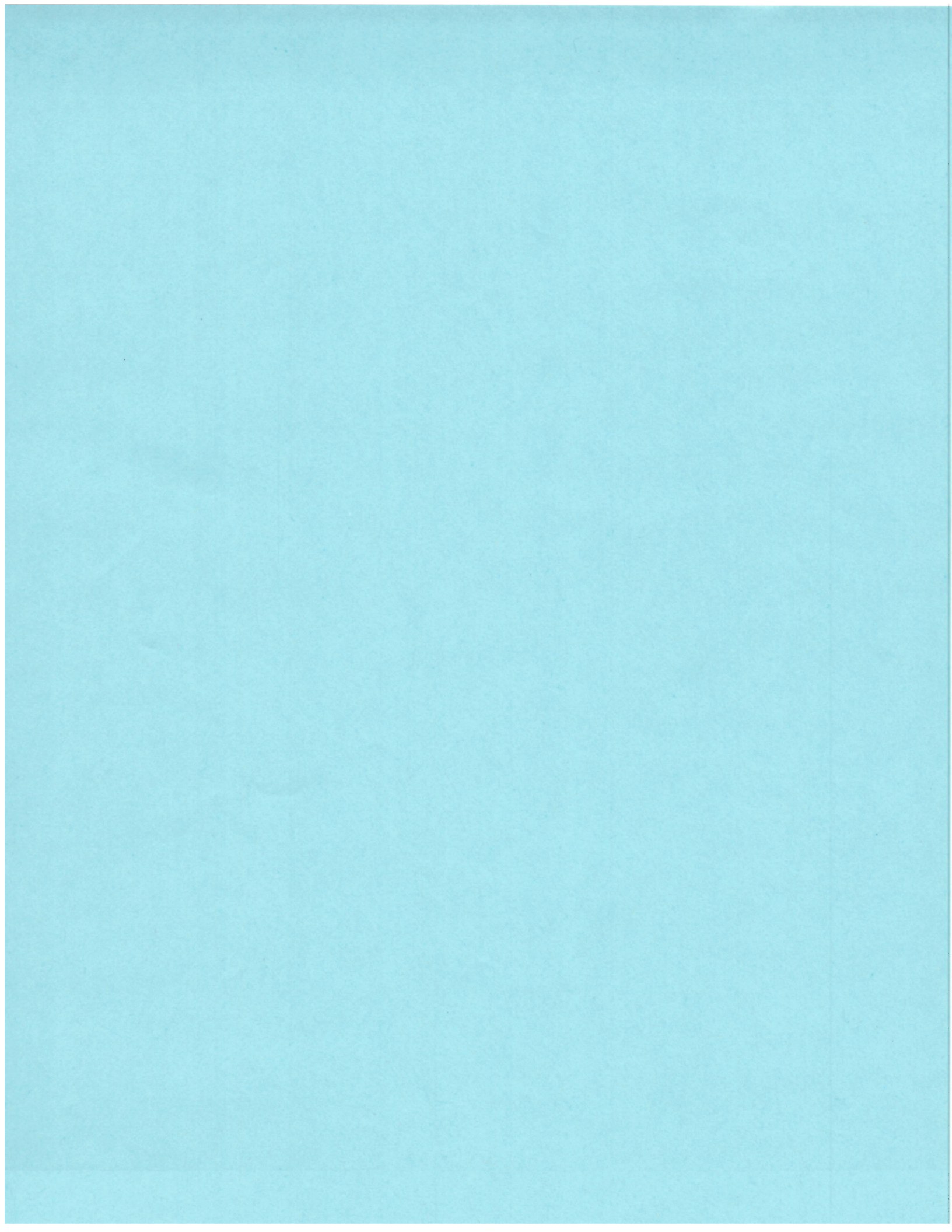
Secured Parties

Type: Enterprise
JT INTERNATIONAL BUSINESS SERVICES LIMITED
11TH FLOOR, ORANGE TOWER
MEDIA CITY UK
SALFORD
GREATER MANCHESTER - M50 2HF
UNITED KINGDOM

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	JTI-MACDONALD CORP.
Date and Time of Search:	2019-02-28 12:12 (Atlantic)
Transaction Number:	17791946
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	2399489	JTI-Macdonald Corp.	Toronto
*	*	2421169	JTI-Macdonald Corp.	Toronto
*	*	3653120	JTI-MACDONALD CORP.	Toronto
*	*	3653139	JTI-MACDONALD CORP.	Toronto
*	*	19494616	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	28859494	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	28859502	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	28859536	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	28859551	JTI-MACDONALD CORP.	MISSISSAUGA
	*	2399470	JTI-Macdonald TM Corp.	Montreal

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 9 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 2399489

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	2399489	1999-11-22 16:09	2024-11-22	939/34
Amendment	2417398	1999-11-29 15:53	2024-11-22	939/34

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 2417398

~~Type: Enterprise
JT Nova Scotia Corporation
2455 rue Ontario est
Montreal PQ H2K 1W3
Canada~~

The Debtor below was added by registration number 2417398

Type: Enterprise
JTI-Macdonald Corp.
One, First Canadian Place PO Box 111
FLOOR 60th SUITE 6000
Toronto ON M5X 1A4
Canada

Secured Parties

Type: Enterprise
JTI-Macdonald TM Corp.
2455 rue Ontario est
Montreal PQ H2K 1W3
Canada

General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property.

Additional Information

Added by registration number 2417398

The purpose of this financing change statement is to change the name and address of the debtor arising from the amalgamation of JT Nova Scotia Corporation and RJR-Macdonald Corp. to create JTI-Macdonald Corp. effective as of November 27, 1999.

Registration Details for Registration Number: 2421169

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	2421169	1999-11-30 15:07	2024-11-30	939\33

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-Macdonald Corp.
 One First Canadian Place
 FLOOR 60th SUITE 6000
 Toronto ON M5X 1A4
 Canada

Secured Parties

Type: Enterprise
 JTI-Macdonald TM Corp.
 2455 Ontario RUE E
 Montreal PQ H2K 1W3
 Canada

General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property except for shares in the capital stock of JTI-Macdonald TM Corp. now or hereafter owned by the Debtor.

Registration Details for Registration Number: 3653120

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	3653120	2000-12-11 16:02	2025-12-11	21476/2
Amendment	3656494	2000-12-12 09:51	2025-12-11	21476/2

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 Leduc, Ghislaine
 One First Canadian Place
 FLOOR 60th SUITE 6000
 Toronto ON M5X 1A4
 Canada

Secured Parties

Type: Enterprise
The Trust Company of Bank of Montreal, as Collateral Agent
302 Bay ST
Toronto ON M5X 1A1
Canada

General Collateral

General Description Collateral:

A security interest is taken in the following property and assets:

- (a) all shares in the capital stock of JTI-Macdonald TM Corp. now or at any time hereafter issued and outstanding from time to time, including without limitation, 100,000,001 common shares in the capital stock of JTI-Macdonald TM Corp. (the "Shares");
- (b) all securities issued or received in substitution, renewal, addition or replacement of any of the Shares or issued or received on the purchase, redemption, conversion, cancellation or transformation of any such Shares or issued or received by way of dividend or otherwise to the holder of any such Shares;
- (c) any rights attached to the Shares, as well as the fruits and revenues thereof, including the capital thereof, income therefrom, interest and dividends thereon, accretions thereto and any other proceeds thereof, including proceeds of redemption;
- (d) the proceeds of any sale, assignment or other disposition of the property referred to in clauses (a), (b), or (c) above, any claim resulting from such a sale, assignment or other disposition, as well as any property acquired in replacement thereof; and
- (e) all titles, documents, records, receipts, invoices and accounts evidencing the Shares, or relating thereto.

Added by registration number 3656494

General Description Collateral:

A security interest is taken in the following property and assets:

- (a) all shares in the capital stock of JTI-Macdonald TM Corp. now or at any time hereafter issued and outstanding from time to time, including without limitation, 1,000,001 common shares in the capital stock of JTI-Macdonald TM Corp. (the "Shares");
- (b) all securities issued or received in substitution, renewal, addition or replacement of any of the Shares or issued or received on the purchase, redemption, conversion, cancellation or transformation of any such Shares or issued or received by way of dividend or otherwise to the holder of any such Shares;
- (c) any rights attached to the Shares, as well as the fruits and revenues thereof, including the capital thereof, income therefrom, interest and dividends thereon, accretions thereto and any other proceeds thereof, including proceeds of redemption;
- (d) the proceeds of any sale, assignment or other disposition of the property referred to in clauses (a), (b), or (c) above, any claim resulting from such a sale, assignment or other disposition, as well as any property acquired in replacement thereof; and
- (e) all titles, documents, records, receipts, invoices and accounts evidencing the Shares, or relating thereto.

Additional Information

Added by registration number 3656494

The General Description Collateral was amended by this registration to change the number of common shares stated in part (a) from 100,000,001 to 1,000,001.

Registration Details for Registration Number: 3653139

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	3653139	2000-12-11 16:08	2025-12-11	21476/2
Amendment	3818765	2001-02-14 16:30	2025-12-11	21476/2

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 Leduc, Ghislaine
 One First Canadian Place
 FLOOR 60th SUITE 6000
 Toronto ON M5X 1A4
 Canada

Secured Parties

The Secured Party below was deleted by registration number 3818765

~~Type: Enterprise
 JT CANADA LLC INC.
 2455 Ontario ST E
 Montreal PQ H2K 1W3
 Canada~~

The Secured Party below was added by registration number 3818765

Type: Enterprise
 JTI-MACDONALD TM CORP.
 2455 Ontario RUE E
 Montreal PQ H2K 1W3
 Canada

General Collateral

General Description Collateral:

A security interest is taken in all of the Debtor's present and after-acquired personal property except for

shares in the capital stock of JTI-Macdonald TM Corp. now or hereafter owned by the Debtor.

Additional Information

Added by registration number 3818765

The purpose of this financing change statement is to change the name of the Secured Party to reflect the transfer and assignment of security from JT Canada LLC Inc. to JTI-Macdonald TM Corp.

Registration Details for Registration Number: 19494616

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	19494616	2012-05-03 15:59	2017-05-03	1318333-CS1
Amendment	21184288	2013-05-07 13:08	2017-05-03	1395003
Amendment	22762827	2014-05-20 17:42	2017-05-03	1470738
Amendment	22875280	2014-06-10 15:08	2017-05-03	1476028
Amendment	23815111	2015-01-19 17:46	2017-05-03	1518539
Amendment	25692377	2016-03-21 17:14	2017-05-03	1602208
Renewal	27529445	2017-04-27 13:43	2022-05-03	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 23815111

Type: Enterprise
~~JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PARKWAY
 MISSISSAUGA ON L4Z 0A2
 Canada~~

The Debtor below was added by registration number 23815111

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PARKWAY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 ARI Financial Services Inc.

600-1270 Central Parkway West
Mississauga ON L5C 4P4
Canada

General Collateral

Added by registration number 23815111

ADD

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING.

PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2FMGK5BCXCBD21474	Motor Vehicle	2012 FORD FLEX	19494616	
4FAHP2E88DG198760	Motor Vehicle	2013 FORD	21184288	25692377
2FMGK5B89EBD27328	Motor Vehicle	2014 FORD	22762827	
2FMGK5B80EBD25824	Motor Vehicle	2014 FORD	22875280	
2FMGK5B87EBD27313	Motor Vehicle	2014 FORD	22875280	
2FMGK5B85EBD25785	Motor Vehicle	2014 FORD	22875280	

Registration Details for Registration Number: 28859494

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	28859494	2018-01-31 09:21	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 28859502

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	28859502	2018-01-31 09:23	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR,

INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA)

Registration Details for Registration Number: 28859536

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	28859536	2018-01-31 09:28	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

Secured Parties

Type: Enterprise
JT INTERNATIONAL HOLDING B.V.
BELLA DONNA 4
1181 RM
AMSTELVEEN -
NETHERLANDS

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 28859551

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	28859551	2018-01-31 09:33	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL BUSINESS SERVICES LIMITED
 11TH FLOOR, ORANGE TOWER
 MEDIA CITY UK
 SALFORD
 GREATER MANCHESTER - M50 2HF
 UNITED KINGDOM

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 2399470

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	2399470	1999-11-22 16:04	2024-11-22	939/34

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-Macdonald TM Corp.
 2455 rue Ontario est
 Montreal PQ H2K 1W3
 Canada

Secured Parties

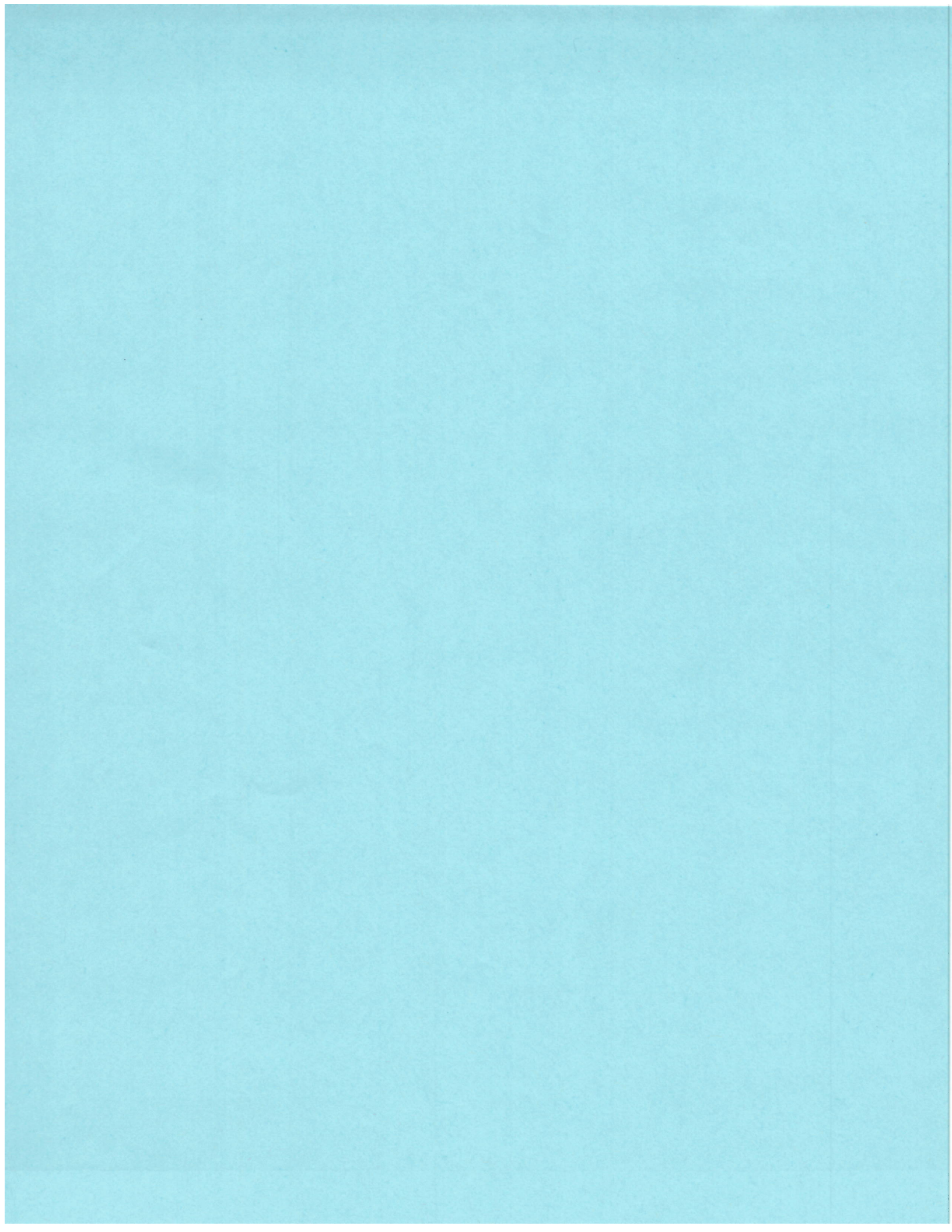
Type: Enterprise
 JT Canada LLC Inc.

2455 rue Ontario est
Montreal PQ H2K 1W3
Canada

General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property.

END OF REPORT



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Prince Edward Island
Type of Search: Debtors (Enterprise)

Search Criteria: JTI-MACDONALD CORP.

Date and Time of Search: 2019-02-28 12:13 (Atlantic)
Transaction Number: 17791956
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	3707279	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	4440885	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	4440894	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	4440901	JTI-MACDONALD CORP.	MISSISSAUGA
*	*	4440910	JTI-MACDONALD CORP.	MISSISSAUGA

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 5 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 3707279

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	3707279	2015-06-24 10:21	2040-06-24	7136533

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

JTI-MACDONALD CORP.
1 ROBERT SPECK PARKWAY, SUITE 1601
MISSISSAUGA ON L4Z 0A2
CANADA

Secured Parties

Type: Enterprise
JTI-MACDONALD TM CORP.
1300 - 1969 UPPER WATER STREET, PURDY'S WHARF TOWER II
HALIFAX NS B3J 3R7
CANADA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Registration Details for Registration Number: 4440885

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	4440885	2018-01-31 09:21	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
JTI-MACDONALD CORP.
1601-1 ROBERT SPECK PKWY
MISSISSAUGA ON L4Z 0A2
Canada

Secured Parties

Type: Enterprise
JT INTERNATIONAL SA
RUE KAZEM RADJAVI 8, 1202
GENEVA -
SWITZERLAND

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 4440894

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	4440894	2018-01-31 09:23	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL SA
 RUE KAZEM RADJAVI 8, 1202
 GENEVA -
 SWITZERLAND

General Collateral

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA)

Registration Details for Registration Number: 4440901

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	4440901	2018-01-31 09:28	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

Type: Enterprise
 JT INTERNATIONAL HOLDING B.V.
 BELLA DONNA 4
 1181 RM
 AMSTELVEEN -
 NETHERLANDS

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 4440910

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	4440910	2018-01-31 09:33	2023-01-31	SM004579.523

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 JTI-MACDONALD CORP.
 1601-1 ROBERT SPECK PKWY
 MISSISSAUGA ON L4Z 0A2
 Canada

Secured Parties

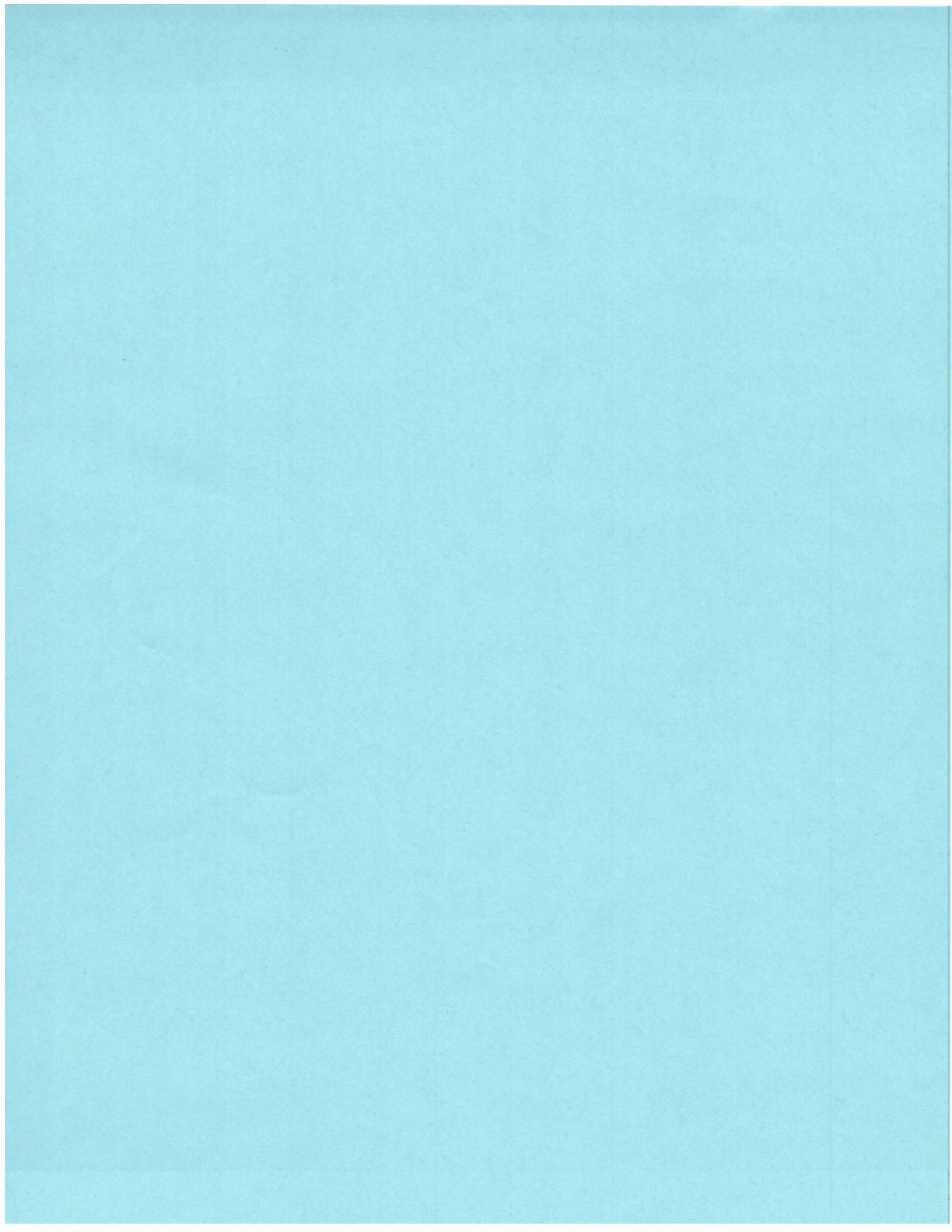
Type: Enterprise
 JT INTERNATIONAL BUSINESS SERVICES LIMITED
 11TH FLOOR, ORANGE TOWER
 MEDIA CITY UK

SALFORD
GREATER MANCHESTER - M50 2HF
UNITED KINGDOM

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT





Saskatchewan Personal Property Registry Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 28-Feb-2019 10:12:11
Search Type: Standard

Search #: 202962234
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name
JTI-MACDONALD CORP.

The following list displays all matches & indicates the ones that were selected.
6 Registration(s) Found: Exacts (6) - Similar (0)

Selected	Match	Registration #	Registration Type	Debtor Name	City	Enforcement Instruction	Enforcement Instruction Registration #
Yes	Exact	301198768	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A
Yes	Exact	301355169	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A
Yes	Exact	301724497	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A
Yes	Exact	301724498	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A
Yes	Exact	301724499	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A
Yes	Exact	301724500	Personal Property Security Agreement	JTI-MACDONALD CORP.	MISSISSAUGA	No	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-Jun-2014 13:09:08

Registration #: 301198768
Expiry Date: 11-Jun-2019

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID: 152167111 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: D+H LIMITED PARTNERSHIP	M4G4H7
	Canada

Secured Party

Item #: 1	Address: 600-1270 Central Parkway West
Party ID: 150009433 - 1	Mississauga, Ontario
Entity Type: Business	L5C4P4
Name: ARI Financial Services Inc.	Canada

Debtor Party

* Item #: 1	Address: 1 ROBERT SPECK PARKWAY, SUITE 1601
Party ID: 152256259 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

Serial Property

Item #: 4	Year: 2014
Serial Type: Motor Vehicle	Make/Desc.: FORD
Serial #: 2FMGK5B8XEED25829	Model:
Override: No	Color:

General Property

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF ORRELATING TO ANY OF THE FOREGOING.
PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANYPROCEEDS THEREOF.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 11-Jun-2014 13:09:08

Registration #: 301198768
Transaction #: 1
Expiry Date: 11-Jun-2019



**Saskatchewan
Personal Property Registry
Search Result**

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID: 150000519 - 1 Entity Type: Business Name: Canadian Securities Registration Systems	Address: 4126 Norland Avenue Burnaby, British Columbia V5G3S8 Canada
---	--

Secured Party

Item #: 1 Party ID: 150009433 - 1 Entity Type: Business Name: ARI Financial Services Inc.	Address: 600-1270 Central Parkway West Mississauga, Ontario L5C4P4 Canada
--	---

Debtor Party

Item #: 1 Party ID: 152106584 - 1 Entity Type: Business Name: JTI MACDONALD CORP.	Address: 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA, Ontario L4Z0A2 Canada
--	--

Serial Property

Item #: 1 Serial Type: Motor Vehicle Serial #: 2FMGK5BC9CBD21482 Override: No	Year: 2012 Make/Desc.: FORD Model: FLEX Color:
Item #: 2 Serial Type: Motor Vehicle Serial #: 2FMGK5B86EBD25830 Override: No	Year: 2014 Make/Desc.: FORD Model: Color:
Item #: 3 Serial Type: Motor Vehicle Serial #: 2FMGK5B81EBD25833 Override: No	Year: 2014 Make/Desc.: FORD Model: Color:

General Property

ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF ORRELATING TO ANY OF THE FOREGOING.
PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANYPROCEEDS THEREOF.

History - Amendment

Registration #: 301198768



Saskatchewan Personal Property Registry Search Result

Amendment Date: 09-Jul-2014 16:56:40

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 151220943 - 1 Entity Type: Business Name: CANADIAN SECURITIES REGISTRATION SYSTEMS	Address: 939 EGLINTON AVE. EAST, SUITE 201 TORONTO, Ontario M4G4H7 Canada
---	---

Serial Property

Action: Add Item #: 4 Serial Type: Motor Vehicle Serial #: 2FMGK5B8XEED25829 Override: No	Year: 2014 Make/Desc.: FORD Model: Color:
--	--

History - Amendment

Amendment Date: 19-Jan-2015 17:15:30

Registration #: 301198768
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 152167111 - 1 Entity Type: Business Name: D+H LIMITED PARTNERSHIP	Address: 939 EGLINTON AVE. EAST, SUITE 201 TORONTO, Ontario M4G4H7 Canada
--	---

Debtor Party

Action: Update Item #: 1 Party ID: 152256259 - 1 Entity Type: Business Name: JTI-MACDONALD CORP.	Address: 1 ROBERT SPECK PARKWAY, SUITE 1601 MISSISSAUGA, Ontario L4Z0A2 Canada
---	--

History - Amendment

Amendment Date: 30-Mar-2016 15:26:38

Registration #: 301198768
Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 152167111 - 1 Entity Type: Business Name: D+H LIMITED PARTNERSHIP	Address: 939 EGLINTON AVE. EAST, SUITE 201 TORONTO, Ontario M4G4H7 Canada
--	---

Serial Property

Action: Delete Item #: 3 Serial Type: Motor Vehicle Serial #: 2FMGK5B81EBD25833 Override: No	Year: 2014 Make/Desc.: FORD Model: Color:
---	--



**Saskatchewan
Personal Property Registry
Search Result**

History - Amendment

Registration #: 301198768
Transaction #: 5

Amendment Date: 04-Apr-2016 15:12:41

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 152167111 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: D+H LIMITED PARTNERSHIP	M4G4H7
	Canada

Serial Property

Action: Delete	Year: 2014
Item #: 2	Make/Desc.: FORD
Serial Type: Motor Vehicle	Model:
Serial #: 2FMGK5B86EBD25830	Color:
Override: No	

History - Amendment

Registration #: 301198768
Transaction #: 6

Amendment Date: 05-Jul-2016 15:00:16

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID: 152167111 - 1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: D+H LIMITED PARTNERSHIP	M4G4H7
	Canada

Serial Property

Action: Delete	Year: 2012
Item #: 1	Make/Desc.: FORD
Serial Type: Motor Vehicle	Model: FLEX
Serial #: 2FMGK5BC9CBD21482	Color:
Override: No	



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 24-Jun-2015 07:32:00

Registration #: 301355169
Expiry Date: 24-Jun-2040

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 100996268 - 1	Address: 16-1375 SOUTHDOWN RD, STE 322
Entity Type: Business	MISSISSAUGA, Ontario
Name: JCLD ONLINE	L5J2Z1
	Canada

Secured Party

Item #: 1	Address: 1300 - 1969 UPPER WATER STREET, PURDY'S
Party ID: 152356110 - 1	WHARF TOWER II
Entity Type: Business	HALIFAX, Nova Scotia
Name: JTI-MACDONALD TM CORP.	B3J2V1
	Canada

Debtor Party

* Item #: 1	Address: 1 ROBERT SPECK PARKWAY, SUITE 1601
Party ID: 152256259 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

General Property

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Jan-2018 15:32:08

Registration #: 301724497
Expiry Date: 30-Jan-2023

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152698791 - 1	Address: 1500 - 1874 SCARTH ST.
Entity Type: Business	REGINA, Saskatchewan
Name: MLT Aikins LLP	S4P4E9 Canada

Secured Party

Item #: 1	Address: BELLA DONNA 4
Party ID: 152937429 - 1	AMSTELVEEN, NL
Entity Type: Business	1181
Name: JT INTERNATIONAL SA	Netherlands

Debtor Party

* Item #: 1	Address: 1601-1 ROBERT SPECK PKWY
Party ID: 152937430 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

General Property

GENERAL SECURITY AGREEMENT COVERING ALL ASSETS OF THE DEBTOR AND PROCEEDS THEREOF.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Jan-2018 15:33:13

Registration #: 301724498
Expiry Date: 30-Jan-2023

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152698791 - 1	Address: 1500 - 1874 SCARTH ST.
Entity Type: Business	REGINA, Saskatchewan
Name: MLT Aikins LLP	S4P4E9 Canada

Secured Party

Item #: 1	Address: RUE KAZEM RADJAVI 8
Party ID: 152937432 - 1	GENEVA, CH
Entity Type: Business	1202
Name: JT INTERNATIONAL SA	Switzerland

Debtor Party

* Item #: 1	Address: 1601-1 ROBERT SPECK PKWY
Party ID: 152937430 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

General Property

GENERAL SECURITY AGREEMENT COVERING ALL ASSETS OF THE DEBTOR AND PROCEEDS THEREOF AND CREATING A PMSI INTEREST IN:

INVENTORY OF THE DEBTOR DELIVERED BY THE SECURED PARTY TO THE DEBTOR, AND IN THE PROCEEDS OF SUCH INVENTORY, WHICH INVENTORY IS COMPRISED OF PRODUCTS SOLD OR DELIVERED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, FLUE CURED VIRGINIA STRIP AND BY-PRODUCTS TOBACCO AND INTERNATIONAL TOBACCO BRANDS INCLUDING CAMEL FAMILY, WINSTON FAMILY, MORE INTERNATIONAL FAMILY, LD FAMILY AND NAS FAMILY (AMERICAN SPIRIT IN CANADA).



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Jan-2018 15:34:05

Registration #: 301724499
Expiry Date: 30-Jan-2023

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152698791 - 1	Address: 1500 - 1874 SCARTH ST.
Entity Type: Business	REGINA, Saskatchewan
Name: MLT Aikins LLP	S4P4E9 Canada

Secured Party

Item #: 1	Address: RUE KAZEM RADJAVI 8
Party ID: 152937434 - 1	GENEVA, CH
Entity Type: Business	1202
Name: JT INTERNATIONAL HOLDING B.V.	Switzerland

Debtor Party

* Item #: 1	Address: 1601-1 ROBERT SPECK PKWY
Party ID: 152937430 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

General Property

GENERAL SECURITY AGREEMENT COVERING ALL ASSETS OF THE DEBTOR AND PROCEEDS THEREOF.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 30-Jan-2018 15:34:54

Registration #: 301724500
Expiry Date: 30-Jan-2023

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152698791 - 1	Address: 1500 - 1874 SCARTH ST.
Entity Type: Business	REGINA, Saskatchewan
Name: MLT Aikins LLP	S4P4E9 Canada

Secured Party

Item #: 1	Address: 11TH FLOOR, ORANGE TOWER
Party ID: 152937436 - 1	MEDIA CITY, SALFORD GREATER
Entity Type: Business	MANCHESTER
Name: JT INTERNATIONAL BUSINESS SERVICES LIMITED	M502HF United Kingdom

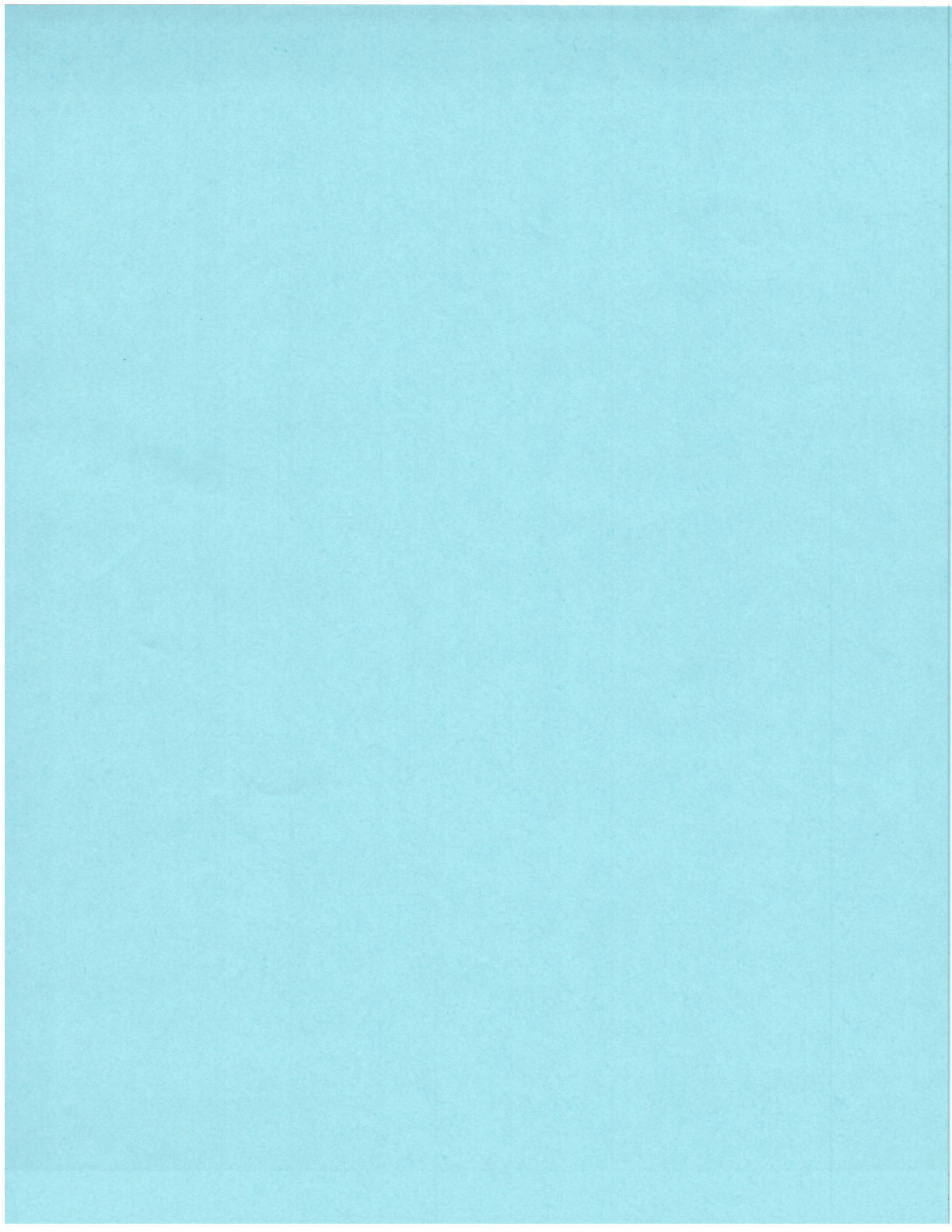
Debtor Party

* Item #: 1	Address: 1601-1 ROBERT SPECK PKWY
Party ID: 152937430 - 1	MISSISSAUGA, Ontario
Entity Type: Business	L4Z0A2
Name: JTI-MACDONALD CORP.	Canada

General Property

GENERAL SECURITY AGREEMENT COVERING ALL ASSETS OF THE DEBTOR AND PROCEEDS THEREOF.

End of Search Result



Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme : JTI-MACDONALD CORP.
RÉSULTATS EXACTS (2)

Nom d'organisme	Code postal
JTI MACDONALD CORP	H2K 1W3
JTI MACDONALD CORP	L4Z 0A2

Date, heure, minute de certification : 2019-02-27 13:22

NOMS PRÉSENTANT DES SIMILARITÉS (13)

Nom d'organisme	Code postal
CORPORATION	G0J 1J0
CORPORATION JTI MACDONALD TM	H2K 1W3
CORPORATION MACDONALD DETTWILER & ASSOCIES	H9X 3R2
CORPORATION MACDONALD DETTWILER & ASSOCIES	V7Y 1B3
CORPORATION MACDONALD DETTWILER & ASSOCIES MACDON...	H9X 3R2
JTI MACDONALD	H2K 1W3
JTI MACDONALD TM CORP	B3J 3R7
JTI MACDONALD TM CORP	H2K 1W3
LA CORP INC	H2T 2A4
MACDONALD DETTWILER & ASSOCIATES CORP	H9X 3R2
MACDONALD DETTWILER & ASSOCIATES CORP	V7Y 1B3
MACDONALD DETTWILER & ASSOCIATES CORPORATION CORP...	H9X 3R2
RJR MACDONALD CORP	H2K 1W3

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE

11-0103489-0001_2011-02-17 13:15

CHANGEMENT DE NOM

PARTIES

Ancien nom

JT NOVA SCOTIA CORPORATION

2455 Ontario Street East, Montréal, Québec

H2K 1W3

Ancien nom

RJR-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec

H2K 1W3

Nouveau nom

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec

H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

11-0091767-0002HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

11-0091767-0003HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Certificate of amalgamation

Date : 1999-11-27

Lieu : Nova Scotia

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0091767-0006	2011-02-14 09:00	2021-02-13

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Titulaire

SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec

H2K 1W3

BIENS

THE UNIVERSALITY OF ALL OF THE GRANTOR'S PRESENT AND FUTURE PROPERTY, MOVEABLE AND IMMOVABLE, REAL AND PERSONAL, CORPOREAL AND INCORPOREAL, TANGIBLE AND INTANGIBLE, NOW OWNED OR HEREAFTER ACQUIRED, OF ANY NATURE WHATSOEVER AND WHERESOEVER SITUATED AND THE UNDERTAKING OF THE GRANTOR, THE WHOLE INCLUDING, WITHOUT LIMITATION, THE FOLLOWING UNIVERSALITIES OF PRESENT AND FUTURE PROPERTY:

1. IMMOVABLES

ALL PRESENT AND FUTURE IMMOVABLE PROPERTY OF THE GRANTOR, AND ALL RIGHTS OF THE GRANTOR IN ANY IMMOVABLE PROPERTY, TOGETHER WITH ALL PROPERTY WHICH MAY BE OR BECOME INCORPORATED THEREWITH OR PERMANENTLY PHYSICALLY ATTACHED OR JOINED THERETO SO AS TO ENSURE THE UTILITY THEREOF OR WHICH IS USED BY THE GRANTOR FOR THE OPERATION OF ITS ENTERPRISE OR THE PURSUIT OF ITS ACTIVITIES (INCLUDING HEATING AND AIR CONDITIONING APPARATUS AND WATERTANKS) AND ALL OTHER PROPERTY WHICH BECOMES IMMOVABLE BY THE EFFECT OF LAW, INCLUDING BY WAY OF ACCESSION, AND ALL REAL RIGHTS RELATING TO OR ATTACHING TO SUCH IMMOVABLE PROPERTY (COLLECTIVELY, THE "IMMOVABLES"), INCLUDING THE IMMOVABLE PROPERTY DESCRIBED IN SCHEDULE A HEREOF;

2. RENTALS, REVENUES AND LEASES OF IMMOVABLES

ALL PRESENT AND FUTURE LEASES, AGREEMENTS TO LEASE, OFFERS TO LEASE, OPTIONS TO LEASE, SUB-LEASES AND OTHER RIGHTS TO OCCUPY PREMISES INCLUDING ANY RIGHT OF EMPHYTEUSIS, USE OR OCCUPANCY ("LEASES") IN OR OF THE IMMOVABLES OR ANY PART THEREOF, AND ALL PRESENT AND FUTURE RENTS, REVENUES, ANNUITIES AND OTHER CLAIMS ARISING OUT OF ANY LEASES OR OTHER RIGHTS OR CONTRACTS IN RESPECT OF THE IMMOVABLES, INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY WHICH MAY BE PAYABLE PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT OR ANALOGOUS LEGISLATION OR PROCEEDINGS IN RESPECT OF ANY LEASE, (COLLECTIVELY "RENT") AND THE CONTINUING RIGHT TO DEMAND, SUE FOR, RECOVER, RECEIVE, AND GIVE RECEIPTS FOR SUCH RENT;

3. INSURANCE

INDEMNITIES OR PROCEEDS NOW OR HEREAFTER PAYABLE UNDER ANY PRESENT OR FUTURE CONTRACT OF INSURANCE ON OR IN RESPECT OF THE IMMOVABLES, THE RENT, ANY OF THE PROPERTY DESCRIBED ABOVE OR ANY OTHER OF THE CHARGED PROPERTY;

4. PROPERTY IN STOCK

ALL PRESENT AND FUTURE PROPERTY IN STOCK AND INVENTORY OF ANY NATURE AND KIND OF THE GRANTOR WHETHER IN ITS POSSESSION, IN TRANSIT OR HELD ON ITS BEHALF, INCLUDING PROPERTY IN RESERVE, RAW MATERIALS OR OTHER

MATERIALS, GOODS MANUFACTURED OR TRANSFORMED, OR IN THE PROCESS OF BEING SO, BY THE GRANTOR OR BY OTHERS, PACKAGING MATERIALS, PROPERTY HELD BY A THIRD PARTY UNDER A LEASE, A LEASING AGREEMENT, FRANCHISE OR LICENSE AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO WITH OR ON BEHALF OF THE GRANTOR, PROPERTY EVIDENCED BY BILL OF LADING, ANIMALS, WARES, MINERAL SUBSTANCES, HYDROCARBONS AND OTHER PRODUCTS OF THE SOIL AND ALL FRUITS THEREOF FROM THE TIME OF THEIR EXTRACTION, AS WELL AS ANY OTHER PROPERTY HELD FOR SALE, LEASE OR PROCESSING IN THE MANUFACTURE OR TRANSFORMATION OF PROPERTY INTENDED FOR SALE, LEASE OR USE IN PROVIDING A PRODUCT OR SERVICE BY THE GRANTOR;

5. CLAIMS AND OTHER MOVABLE PROPERTY

ALL OF THE GRANTOR'S PRESENT AND FUTURE CLAIMS, DEBTS, DEMANDS AND CHOSSES IN ACTION, WHATEVER THEIR CAUSE OR NATURE, WHETHER OR NOT THEY ARE CERTAIN, LIQUID OR EXIGIBLE, WHETHER OR NOT EVIDENCED BY ANY TITLE (AND WHETHER OR NOT SUCH TITLE IS NEGOTIABLE), BILL OF EXCHANGE OR DRAFT, WHETHER LITIGIOUS OR NOT, WHETHER OR NOT THEY HAVE BEEN PREVIOUSLY OR ARE TO BE INVOICED, WHETHER OR NOT THEY CONSTITUTE BOOK DEBTS OR TRADE ACCOUNTS RECEIVABLE, INCLUDING, WITHOUT LIMITATION, ALL CUSTOMER ACCOUNTS, ACCOUNTS RECEIVABLE, RIGHTS OF ACTION, DEMANDS, JUDGMENTS, CONTRACT RIGHTS, ROYALTIES, DEBTS, TAX REFUNDS, AMOUNTS ON DEPOSIT, BANK ACCOUNTS, CASH, PROCEEDS OF SALE, ASSIGNMENT OR LEASE OF ANY PROPERTY, RIGHTS OR TITLES, INDEMNITIES PAYABLE UNDER ANY CONTRACT OF INSURANCE OF PROPERTY, OF PERSONS, OR OF LIABILITY INSURANCE, PROCEEDS OF EXPROPRIATION, ANY SUMS OWING TO THE GRANTOR IN CONNECTION WITH INTEREST OR CURRENCY EXCHANGE CONTRACTS AND OTHER TREASURY OR HEDGING INSTRUMENTS, MANAGEMENT OF RISKS OR DERIVATIVE INSTRUMENTS EXISTING IN FAVOUR OF THE GRANTOR ("SWAPS"), AND THE GRANTOR'S RIGHTS IN THE CREDIT BALANCE OF ACCOUNTS HELD FOR ITS BENEFIT BY ANY FINANCIAL INSTITUTION OR ANY OTHER PERSON TOGETHER WITH ALL JUDGMENTS AND ALL OTHER RIGHTS, BENEFITS, SECURITIES, SECURITY AGREEMENTS, COLLATERAL, GUARANTEES, SURETYSHIPS, NOTES AND ACCESSORIES TO THE CLAIMS AND RIGHTS MENTIONED ABOVE AND OTHER RIGHTS RELATING THERETO (INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF THE GRANTOR IN ITS CAPACITY AS SELLER UNDER AN INSTALMENT SALE OR A CONDITIONAL SALE, WHERE THE CLAIMS ARE THE RESULT OF SUCH SALE, AS WELL AS ALL MOVABLE PROPERTY OWNED BY THE GRANTOR AND COVERED BY SUCH INSTALMENT OR CONDITIONAL SALES);

6. SECURITIES

ALL PRESENT AND FUTURE SHARES IN THE CAPITAL STOCK OF A LEGAL PERSON, NOW OR HEREAFTER OWNED BY THE GRANTOR (SAVE AND EXCEPT FOR SHARES IN THE CAPITAL STOCK OF JTI-MACDONALD TM CORP. NOW OR HEREAFTER OWNED BY THE GRANTOR), ALL PRESENT AND FUTURE BONDS, DEBENTURES, BILLS OF EXCHANGE, PROMISSORY NOTES, NEGOTIABLE INSTRUMENTS AND OTHER EVIDENCES OF INDEBTEDNESS, AND ALL PRESENT AND FUTURE OPTIONS, WARRANTS, INVESTMENT CERTIFICATES, MUTUAL FUNDS UNITS, ALL INTERESTS OF THE GRANTOR IN ANY PARTNERSHIP, OR ANY RIGHTS IN RESPECT TO ANY OF THE FOREGOING, AND ANY OTHER INSTRUMENT OR TITLE GENERALLY CALLED OR INCLUDED AS A SECURITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "SECURITIES"), INCLUDING, WITHOUT LIMITATION, ALL SECURITIES ISSUED OR RECEIVED IN SUBSTITUTION, RENEWAL, ADDITION OR REPLACEMENT OF SECURITIES, OR ISSUED OR RECEIVED ON THE PURCHASE, REDEMPTION, CONVERSION, CANCELLATION OR OTHER TRANSFORMATION OF SECURITIES OR ISSUED OR RECEIVED BY WAY OF DIVIDEND OR OTHERWISE TO HOLDERS OF SECURITIES, AND ALL PRESENT AND FUTURE INSTRUMENTS, BILLS OF LADING, WAREHOUSE RECEIPTS, DOCUMENTS OR OTHER EVIDENCES OF TITLE OF THE GRANTOR;

7. EQUIPMENT

ALL PRESENT AND FUTURE MACHINERY, EQUIPMENT, IMPLEMENTS, FURNITURE, TOOLS, ROLLING STOCK (INCLUDING AIRCRAFT AND ROAD VEHICLES), SPARE PARTS AND ADDITIONS;

8. INTELLECTUAL PROPERTY RIGHTS

ALL OF THE GRANTOR'S PRESENT AND FUTURE RIGHTS IN ANY TRADE MARK, COPYRIGHT, INDUSTRIAL DESIGN, PATENT, PATENT RIGHTS, GOODWILL, INVENTION, TRADE SECRET, KNOW-HOW, PLANT BREEDERS' RIGHT, TOPOGRAPHY OF INTEGRATED CIRCUITS AND IN ANY OTHER INTELLECTUAL PROPERTY RIGHT (REGISTERED OR NOT) INCLUDING, IF ANY, IMPROVEMENTS AND MODIFICATIONS THERETO AS WELL AS RIGHTS IN ANY ACTION PERTAINING TO THE PROTECTION, IN CANADA OR ABROAD, OF ANY SUCH INTELLECTUAL PROPERTY RIGHTS, AND ALL OF THE PRESENT AND FUTURE UNDERTAKING OF THE GRANTOR;

9. FRUITS AND REVENUES

ALL PRESENT AND FUTURE FRUITS AND REVENUES EMANATING FROM THE ABOVE CHARGED PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROCEEDS OF ANY SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION OF ANY OF THE PRESENT AND FUTURE PROPERTY OF THE GRANTOR, ANY CLAIM RESULTING FROM SUCH A SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION, AS WELL AS ANY PROPERTY ACQUIRED IN REPLACEMENT THEREOF;

10. RECORDS AND OTHER DOCUMENTS

ALL PRESENT AND FUTURE TITLES, DOCUMENTS, RECORDS, DATA, VOUCHERS, INVOICES, ACCOUNTS AND OTHER DOCUMENTS EVIDENCING OR RELATED TO THE CHARGED PROPERTY DESCRIBED ABOVE, INCLUDING, WITHOUT LIMITATION, COMPUTER PROGRAMS, DISKS TAPES AND OTHER MEANS OF ELECTRONIC COMMUNICATIONS AS WELL AS THE RIGHTS OF THE GRANTOR TO RECOVER SUCH PROPERTY FROM THIRD PARTIES, RECEIPTS, CATALOGUES, CLIENT LISTS,

DIRECTORIES AND OTHER SIMILAR PROPERTY.

DEFINITIONS:

THE EXPRESSION "CANADIAN DOLLARS" OR "C\$" MEANS THE LEGAL CURRENCY OF CANADA;

THE EXPRESSION "CHARGED PROPERTY" MEANS ALL OF THE UNDERTAKING, PROPERTY AND ASSETS OF THE GRANTOR, MOVABLE AND IMMOVABLE, REAL AND PERSONAL, CORPoreal AND INCORPoreal, TANGIBLE AND INTANGIBLE, PRESENT AND FUTURE, SUBJECTED OR INTENDED TO BE SUBJECTED TO THE HYPOTHEC CREATED OR INTENDED TO BE CREATED HEREIN;

THE EXPRESSION "DEBENTURES" MEANS THE CONVERTIBLE DEBENTURES OF JT NOVA SCOTIA CORPORATION, EACH DATED NOVEMBER 23RD, 1999 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,200,000,000 CANADIAN DOLLARS ISSUED BY JT NOVA SCOTIA CORPORATION PURSUANT TO THE SUBSCRIPTION AGREEMENT, AS THE SAID CONVERTIBLE DEBENTURES MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME;

THE EXPRESSION "DEBENTUREHOLDER" MEANS, AT ANY TIME, THE REGISTERED HOLDER (OR HOLDERS, IF MORE THAN ONE) AT SUCH TIME OF THE DEBENTURES;

THE EXPRESSION "DEBENTUREHOLDER'S INSTRUMENT" MEANS AN INSTRUMENT SIGNED BY THE DEBENTUREHOLDER;

THE EXPRESSION "GOVERNMENTAL AUTHORITY" SHALL HAVE THE MEANING ASCRIBED THERETO IN THE SUBSCRIPTION AGREEMENT;

THE EXPRESSION "GRANTOR" MEANS JTI-MACDONALD CORP. AND ITS SUCCESSORS AND ASSIGNS AND SHALL INCLUDE ANY CORPORATION RESULTING FROM THE AMALGAMATION OF JTI-MACDONALD CORP. WITH ANY OTHER PERSON OR PERSONS;

THE EXPRESSION "PERSON" SHALL MEAN ANY INDIVIDUAL, PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE, SYNDICATE, SOLE PROPRIETORSHIP, COMPANY OR CORPORATION WITH OR WITHOUT SHARE CAPITAL, UNINCORPORATED ASSOCIATION, TRUST, TRUSTEE, EXECUTOR, ADMINISTRATOR OR OTHER LEGAL PERSONAL REPRESENTATIVE OR GOVERNMENTAL AUTHORITY.

THE EXPRESSION "SUBSCRIPTION AGREEMENT" MEANS THE CONVERTIBLE DEBENTURE SUBSCRIPTION AGREEMENT DATED NOVEMBER 23RD, 1999 BETWEEN JT NOVA SCOTIA CORPORATION AND JTI-MACDONALD TM CORP. PROVIDING, AMONG OTHER THINGS, FOR THE SUBSCRIPTION FOR AND ISSUANCE OF THE DEBENTURES, AS THE SAME MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME.

SCHEDULE "A"

DESCRIPTION OF SPECIFIC IMMOVABLE PROPERTY

*		*
*	En raison de sa longueur, la description des biens visés	*
*	n'est pas affichée totalement.	*
*		*
*	Pour obtenir un état de l'inscription ou une copie de la réquisition	*
*	d'inscription, communiquer par téléphone avec le Bureau de la	*
*	publicité des droits personnels et réels mobiliers :	*
*	514 864-4949 (Montréal), 418 646-4949 (Québec) ou	*
*	1 800 465-4949 (sans frais).	*
*		*
*		*

MENTIONS

Somme de l'hypothèque

CA\$2,240,000,000 (INCLUDING AN ADDITIONAL HYPOTHEC OF CA\$240,000,000) PLUS INTEREST AT THE RATE OF 25% PER ANNUM

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute
Date : 1999-12-02
Lieu : Montréal, Québec
N° de minute : 196
Nom du notaire : Mtre. Marjolaine Arès, Notary

Autres mentions :

The Trust Company of Bank of Montreal and its successors and assigns, duly appointed as fondé de pouvoir of the Debentureholder, as contemplated by article 2692 of the Civil Code of Québec, to take, receive, and hold on behalf of, and for the benefit of the Debentureholder, all rights and hypothecs created hereby as continuing security for the payment of the Debentures, and to exercise any and all powers and rights and to perform any and all duties conferred upon it hereunder or by a Debentureholder's Instrument.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
11-0140912-0001	2011-03-04 09:00
Assignment of rights	

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
-------------	-------------------

11-0140912-0001	2011-03-04 09:00
-----------------	------------------

Assignment of rights

PARTIES

Assignor

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

BMO TRUST COMPANY

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs, including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolatory clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" means the following hypothecs:

(i) a Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real Rights (the "RPMRR") on February 14, 2011 under number 11-0091767-0001;

(ii) a Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on February 14, 2011 under numbers 11-0091767-0002 and 11-0091767-0003; and

(iii) a Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on February 14, 2011 under number 11-0091767-0006 and at the Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0091767-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
11-0091767-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2004-03-23

Lieu : Montréal, Québec

Autres mentions :

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO was formerly known as THE TRUST COMPANY OF BANK OF MONTREAL/SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

AVIS D'ADRESSE

N° 012911

N° 023449

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
00-0381720-0002	2000-12-13 14:47	2010-12-12
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St.W., Suite 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :
JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

1,000,001 common shares in the capital stock of JTI-MACDONALD TM CORP.
represented by Certificate No. 4.

MENTIONS

Somme de l'hypothèque

A principal amount of C\$2,000,000,000.00 and an additional principal amount
of C\$240,000,000.00 plus interest thereon at the rate of twenty-five
percent (25%) per annum calculated semi-annually, not in advance.

L'hypothèque est consentie pour garantir le paiement d'obligations ou
autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2000-12-12

Lieu : Montreal, Québec

N° de minute : 4169

Nom du notaire : PINSONNAULT, Charlotte

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0231129-0001	2004-04-23 13:03
Assignment of rights	
10-0844015-0001	2010-12-01 09:00
RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE	

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0844015-0001	2010-12-01 09:00	2020-11-29
RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE		

PARTIES

Titulaire

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

BNY TRUST COMPANY OF CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0231127-0001	Assignment of rights
04-0231129-0001	Assignment of rights

Objet de la rectification :

To modify the Assignee's address which should have read as it appears on the present Rectification.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0231129-0001	2004-04-23 13:03

Assignment of rights

PARTIES

Assignor

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

BMO TRUST COMPANY

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

Assignee

BNY TRUST COMPANY OF CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

Assignee

COMPAGNIE TRUST BNY CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolatory clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" mean the following hypothecs:

A Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on November 23, 1999 under number 99-0201909-0001, as amended by the rectification of same registration registered at the RPMRR on December 22, 1999 under number 99-0228995-0001.

A Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on November 23, 1999 under numbers 99-0201938-0001 and 99-0201938-0003.

A Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on December 3, 1999 under number 99-0211290-0001 and at Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

The Deed of Movable Hypothec and Pledge of Shares dated December 12, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4169 and registered at RPMRR on December 13, 2000 under numbers 00-0381720-0001 and 00-0381720-0002.

A Deed of Hypothec dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4170 and registered at RPMRR on December 13, 2000 under numbers 00-0382879-0001 and at the Land Registry for the registration division of Montreal on December 15, 2000 under number 5221600.

The Deed of Movable Hypothec and Pledge of Shares dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4171 and registered at the RPMRR on December 13, 2000 under numbers 00-0382879-0003 and 00-0382879-0005.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
99-0201909-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
99-0211290-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2004-03-23
Lieu : Montréal, Québec

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

09-0736762-0006	2009-11-26 09:30	Radiation quant à	99-0201938-0001
09-0736762-0007	2009-11-26 09:30	Radiation quant à	99-0201938-0003
09-0736762-0008	2009-11-26 09:30	Radiation quant à	99-0201909-0001
09-0758877-0003	2009-12-07 09:30	Radiation quant à	99-0211290-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

AVIS D'ADRESSE

N° 023449

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
00-0381720-0001	2000-12-13 14:47	2010-12-12

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St.W., Suite 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :
JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

1) all shares in the capital stock of the Company now or at any time hereafter issued and outstanding from time to time, including without limitation, the Specific Shares (collectively, the "Shares");

2) all Securities issued or received in substitution, renewal, addition or replacement of any of the Shares or issued or received on the purchase, redemption, conversion, cancellation or transformation of any such Shares or issued or received by way of dividend or otherwise to the holder of any such Shares;

3) any rights attaching to the Shares, as well as the fruits and revenues thereof, including the capital thereof, income therefrom, interest and dividends thereon, accretions thereto and any other proceeds thereof, including proceeds of redemption;

4) the proceeds of any sale, assignment or other disposition of the property referred to in Sections 1), 2) or 3) above, any claim resulting from such a sale, assignment or other disposition, as well as the property acquired in replacement thereof; and

5) all titles, documents, records, receipts, invoices and accounts evidencing the Shares, or relating thereto,

(all such property described or referred to in above together being herein called the "Hypothecated Property").

DEFINITIONS:

"Attorney": means THE TRUST COMPANY OF BANK OF MONTREAL, duly appointed as fondé de pouvoir pursuant to Section 2 of the Principal Deed and its successors and assigns in the powers and duties created under the Principal Deed as supplemented and amended by the Supplemental Deed and every other deed, notice or document supplementary or complementary to the Principal Deed, including any and every deed of hypothec, application for registration, notice under Article 2949 of the Civil Code of Quebec, or other instrument or charge which is supplementary or ancillary to the Principal Deed or in implementation of the Principal Deed.

"Canadian Dollars" or "C\$": means the legal currency of Canada.

"Company": means JTI-MACDONALD TM CORP. and any successors and

assignees.

"Debentures": mean the convertible debentures of JT NOVA SCOTIA CORPORATION (now the Grantor), each dated November 23rd, 1999, in the aggregate principal amount of C\$1,200,000,000 issued by JT NOVA SCOTIA CORPORATION (now the Grantor) pursuant to the Subscription Agreement, as the said convertible debentures may be amended, supplemented, replaced or restated from time to time.

"Deed" means the Deed of Hypothec dated December 12, 2000 between THE TRUST COMPANY OF BANK OF MONTREAL and JTI-MACDONALD CORP. and executed before Charlotte Pinsonnault, Notary, said document being referred to under the section "Référence à l'acte constitutif".

"Grantor": means JTI-MACDONALD CORP., the corporation continuing from the amalgamation of JT NOVA SCOTIA CORPORATION and RJR-MACDONALD CORP. on the twenty-seventh (27th) day of November, nineteen hundred and ninety-nine (1999) under the Companies Act (Nova Scotia), and its successors and assigns and shall include any corporation resulting from the amalgamation of JTI-MACDONALD CORP. with any other Person or Persons.

"Governmental Authority": shall have the meaning ascribed thereto in the Subscription Agreement.

"Hypothec": shall mean the hypothec, mortgage, charge, transfer, assignment and security interest granted in Section 2.1 of the Deed and, in addition, shall include any and all other hypothecs, mortgages, charges, transfers, assignments and security interests granted in favour of the Attorney by the Grantor, under any deed, notice or other document or instrument supplementary to or amending the Deed.

"Hypothecated Property": means the property described in paragraphs 1), 2), 3), 4) and 5) above and shall include all or any part of the Hypothecated Property.

"Person": means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority.

"Principal Deed": means the Deed of Hypothec dated November 23, 1999 between THE TRUST COMPANY OF BANK OF MONTREAL and JT NOVA SCOTIA CORPORATION and executed before Catherine Bolduc, Notary, under her minute number 212.

"Securities": means all securities, including shares, debentures, units, promissory notes, negotiable instruments, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds, interests in any partnership, certificates or other instruments or titles generally called or included as a security or instruments and titles representing such property.

"Specific Shares": means the 1,000,001 common shares in the capital stock of JTI-MACDONALD TM CORP. represented by Certificate No. 4.

"Subscription Agreement": means the convertible debenture subscription agreement dated November 23rd, 1999 between JT NOVA SCOTIA CORPORATION and JTI-MACDONALD TM CORP. providing, among other things, for the subscription for and issuance of the Debentures, as amended by that Amending Agreement dated as of the twelfth (12th) day of December, two thousand (2000) and as the same may be further amended, supplemented, replaced or restated from time to time.

"Supplemental Deed": means the Deed of Supplemental Hypothec dated December 2, 1999 between THE TRUST COMPANY OF BANK OF MONTREAL and JTI-MACDONALD CORP. and executed before Marjolaine Arès, Notary, under her minute number 196.

MENTIONS

Somme de l'hypothèque

A principal amount of C\$2,000,000,000.00 and an additional principal amount of C\$240,000,000.00 plus interest thereon at the rate of twenty-five percent (25%) per annum calculated semi-annually, not in advance.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2000-12-12

Lieu : Montreal, Québec

N° de minute : 4169

Nom du notaire : PINSONNAULT, Charlotte

Autres mentions :

The Hypothec constitutes a pledge of such of the Hypothecated Property which is delivered to or now in possession of the Attorney, including the Specific Shares, as well as a pledge of any of the Hypothecated Property which may in the future be delivered to or held by the Attorney.

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

04-0231129-0001

2004-04-23 13:03

Assignment of rights

10-0844015-0001

2010-12-01 09:00

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0844015-0001	2010-12-01 09:00	2020-11-29

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

PARTIES

Titulaire

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

BNY TRUST COMPANY OF CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0231127-0001	Assignment of rights
04-0231129-0001	Assignment of rights

Objet de la rectification :

To modify the Assignee's address which should have read as it appears on the present Rectification.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE
04-0231129-0001 2004-04-23 13:03

Assignment of rights

PARTIES

Assignor

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

BMO TRUST COMPANY

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

Assignee

BNY TRUST COMPANY OF CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

Assignee

COMPAGNIE TRUST BNY CANADA

199 Bay Street, 5300 Commerce Court West, Toronto, Ontario M5L 1B9

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolatory clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" mean the following hypothecs:

A Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on November 23, 1999 under number 99-0201909-0001, as amended by the rectification of same registration registered at the RPMRR on December 22, 1999 under number 99-0228995-0001.

A Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on November 23, 1999 under numbers 99-0201938-0001 and 99-0201938-0003.

A Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on December 3, 1999 under number 99-0211290-0001 and at Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

The Deed of Movable Hypothec and Pledge of Shares dated December 12, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4169 and registered at RPMRR on December 13, 2000 under numbers 00-0381720-0001 and 00-0381720-0002.

A Deed of Hypothec dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4170 and registered at RPMRR on December 13, 2000 under numbers 00-0382879-0001 and at the Land Registry for the registration division of Montreal on December 15, 2000 under number 5221600.

The Deed of Movable Hypothec and Pledge of Shares dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4171 and registered at the RPMRR on December 13, 2000 under numbers 00-0382879-0003 and 00-0382879-0005.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
99-0201909-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
99-0211290-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2004-03-23
Lieu : Montréal, Québec

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002 RECTIFICATION D'UNE INSCRIPTION	2004-04-27 10:27

Inscriptions de radiation - Quant à l'inscription visée

09-0736762-0006	2009-11-26 09:30	Radiation quant à	99-0201938-0001
09-0736762-0007	2009-11-26 09:30	Radiation quant à	99-0201938-0003
09-0736762-0008	2009-11-26 09:30	Radiation quant à	99-0201909-0001
09-0758877-0003	2009-12-07 09:30	Radiation quant à	99-0211290-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

AVIS D'ADRESSE

N° 023449

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0077095-0005	2018-01-26 14:25	2028-01-26
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

JT INTERNATIONAL HOLDING B.V.

Bella Donna 4, 1181 RM Amstelveen, the Netherlands

Constituant

JTI-MACDONALD CORP.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

BIENS

The universality of the following moveable property, corporeal and incorporeal, present and future, wheresoever situated (hereinafter the "Charged Property"):

1. Inventory

All inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bill of lading, animals, mineral substances, hydrocarbons and other products of the soil as well as all fruits thereof, from the time of their extraction.

2. Claims, Book Debts and Other Movable Property

2.1 Claims, Receivables and Book Debts

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any contract of liability insurance, insurance of persons, or subject to the rights of creditors holding hypothecs on the insured property, property insurance (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts ("SWAPS") and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, (iii) the Grantor's rights in the credit balance of accounts held for its benefit either by the Creditor (subject to the Creditor's compensation rights) or by any financial institution (subject to the financial institution's compensation rights) or any other person, and (iv) the Grantor's rights in any amount held as deposit by the Creditor.

2.2 Rights of Action

The Grantor's rights under contracts with third parties, as well as such Grantor's rights of action and claims against third persons.

2.3 Accessories

All the securities, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an instalment sale or a conditional sale, where the claims are the result of such sale).

2.4 Movable Property

All movable property owned by the Grantor and covered by the instalment or conditional sales mentioned in paragraph 2.3 above.

A right or a claim shall not be excluded from the Charged Property by reason of the fact that: (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the Canada Business Corporations Act) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operation of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor.

3. Securities, Financial Assets and Security Entitlements

All shares, limited partnership units, trust units, stock, warrants, bonds, debentures, debenture stock and other securities, financial assets and security entitlements (as such terms are defined in the Act respecting the transfer of securities and the establishment of security entitlements (Québec)) in which the Grantor now or hereafter has an interest, and any part thereof, together with any renewals thereof, substitutions therefor and additions thereto and all certificates and instruments evidencing or representing such securities and any and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by the Grantor in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other securities or interests resulting from the subdivision, consolidation, change, conversion or reclassification of any of the securities, or the occurrence of any event which results in the substitution or exchange of such interests, including without limitation those which are delivered by the Grantor to the Creditor or to a third party on its behalf from time to time.

4. Equipment and Road Vehicles

All the equipment, office furniture, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

5. Trade Marks and Other Intellectual Property Rights

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, invention, trade secret, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights.

6. Fruits and Revenues

All fruits and revenues emanating from the Charged Property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Attorney or which has been charged under any other agreement.

7. Records and Others

All certificates, records, data, vouchers, invoices and other documents related to the Charged Property described above, including without limitation receipts, computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

"Creditor" means JT International Holding B.V.

"Grantor" means JTI-Macdonald Corp.

MENTIONS

Somme de l'hypothèque

\$550,000 with interest thereon from January 26, 2018 at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-01-26

Lieu : Toronto

AVIS D'ADRESSE

N° 058178

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0077095-0003	2018-01-26 14:25	2028-01-26
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

JT INTERNATIONAL BUSINESS SERVICES LIMITED

11th Floor, Orange Tower, Media City UK, Salford, Greater Manchester

Constituant

JTI-MACDONALD CORP.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

BIENS

The universality of the following moveable property, corporeal and incorporeal, present and future, wheresoever situated (hereinafter the "Charged Property"):

1. Inventory

All inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bill of lading, animals, mineral substances, hydrocarbons and other products of the soil as well as all fruits thereof, from the time of their extraction.

2. Claims, Book Debts and Other Movable Property

2.1 Claims, Receivables and Book Debts

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any contract of liability insurance, insurance of persons, or subject to the rights of creditors holding hypothecs on the insured property, property insurance (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts ("SWAPS") and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, (iii) the Grantor's rights in the credit balance of accounts held for its benefit either by the Creditor (subject to the Creditor's compensation rights) or by any financial institution (subject to the financial institution's compensation rights) or any other person, and (iv) the Grantor's rights in any amount held as deposit by the Creditor.

2.2 Rights of Action

The Grantor's rights under contracts with third parties, as well as such Grantor's rights of action and claims against third persons.

2.3 Accessories

All the securities, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an instalment sale or a conditional sale, where the claims are the result of such sale).

2.4 Movable Property

All movable property owned by the Grantor and covered by the instalment or conditional sales mentioned in paragraph 2.3 above.

A right or a claim shall not be excluded from the Charged Property by reason of the fact that: (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the Canada Business Corporations Act) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operation of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor.

3. Securities, Financial Assets and Security Entitlements

All shares, limited partnership units, trust units, stock, warrants, bonds, debentures, debenture stock and other securities, financial assets and security entitlements (as such terms are defined in the Act respecting the transfer of securities and the establishment of security entitlements (Québec)) in which the Grantor now or hereafter has an interest, and any part thereof, together with any renewals thereof, substitutions therefor and additions thereto and all certificates and instruments evidencing or representing such securities and any and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by the Grantor in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other securities or interests resulting from the subdivision, consolidation, change, conversion or reclassification of any of the securities, or the occurrence of any event which results in the substitution or exchange of such interests, including without limitation those which are delivered by the Grantor to the Creditor or to a third party on its behalf from time to time.

4. Equipment and Road Vehicles

All the equipment, office furniture, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

5. Trade Marks and Other Intellectual Property Rights

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, invention, trade secret, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights.

6. Fruits and Revenues

All fruits and revenues emanating from the Charged Property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Attorney or which has been charged under any other agreement.

7. Records and Others

All certificates, records, data, vouchers, invoices and other documents related to the Charged Property described above, including without limitation receipts, computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

"Creditor" means JT International Business Services Limited.

"Grantor" means JTI-Macdonald Corp.

MENTIONS

Somme de l'hypothèque

\$110,000 with interest thereon from January 26, 2018 at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-01-26

Lieu : Toronto

Autres mentions :

The complete address of JT International Business Services Limited is as follows: 11th Floor, Orange Tower, Media City UK, Salford, Greater Manchester, M50 2HF.

AVIS D'ADRESSE

N° 058177

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0077095-0001	2018-01-26 14:25	2028-01-26
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

JT INTERNATIONAL SA

rue Kazem Radjavi 8, 1202 Geneva, Switzerland

Constituant

JTI-MACDONALD CORP.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

BIENS

The universality of the following moveable property, corporeal and incorporeal, present and future, wheresoever situated (hereinafter the "Charged Property"):

1. Inventory

All inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bill of lading, animals, mineral substances, hydrocarbons and other products of the soil as well as all fruits thereof, from the time of their extraction.

2. Claims, Book Debts and Other Movable Property

2.1 Claims, Receivables and Book Debts

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any contract of liability insurance, insurance of persons, or subject to the rights of creditors holding hypothecs on the insured property, property insurance (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts ("SWAPS") and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, (iii) the Grantor's rights in the credit balance of accounts held for its benefit either by the Creditor (subject to the Creditor's compensation rights) or by any financial institution (subject to the financial institution's compensation rights) or any other person, and (iv) the Grantor's rights in any amount held as deposit by the Creditor.

2.2 Rights of Action

The Grantor's rights under contracts with third parties, as well as such Grantor's rights of action and claims against third persons.

2.3 Accessories

All the securities, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an instalment sale or a conditional sale, where the claims are the result of such sale).

2.4 Movable Property

All movable property owned by the Grantor and covered by the instalment or conditional sales mentioned in paragraph 2.3 above.

A right or a claim shall not be excluded from the Charged Property by reason of the fact that: (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the Canada Business Corporations Act) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operation of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor.

3. Securities, Financial Assets and Security Entitlements

All shares, limited partnership units, trust units, stock, warrants, bonds, debentures, debenture stock and other securities, financial assets and security entitlements (as such terms are defined in the Act respecting the transfer of securities and the establishment of security entitlements (Québec)) in which the Grantor now or hereafter has an interest, and any part thereof, together with any renewals thereof, substitutions therefor and additions thereto and all certificates and instruments evidencing or representing such securities and any and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by the Grantor in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other securities or interests resulting from the subdivision, consolidation, change, conversion or reclassification of any of the securities, or the occurrence of any event which results in the substitution or exchange of such interests, including without limitation those which are delivered by the Grantor to the Creditor or to a third party on its behalf from time to time.

4. Equipment and Road Vehicles

All the equipment, office furniture, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

5. Trade Marks and Other Intellectual Property Rights

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, invention, trade secret, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights.

6. Fruits and Revenues

All fruits and revenues emanating from the Charged Property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Attorney or which has been charged under any other agreement.

7. Records and Others

All certificates, records, data, vouchers, invoices and other documents related to the Charged Property described above, including without limitation receipts, computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

"Creditor" means JT International SA.

"Grantor" means JTI-Macdonald Corp.

MENTIONS

Somme de l'hypothèque

\$16,000,000 with interest thereon from January 26, 2018 at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-01-26

Lieu : Toronto

AVIS D'ADRESSE

N° 058176

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1211727-0002	2017-11-15 09:36	2027-11-15
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

JTI CANADA TECH INC.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

Constituant

JTI-MACDONALD CORP.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

BIENS

The universality of JTI-Macdonald Corp. (the "Grantor")'s moveable property, corporeal and incorporeal, present and future, wheresoever situated (hereinafter the "Charged property"):

1. Inventory

All products sold or delivered from time to time by JTI Canada Tech Inc. (the "Creditor") to the Grantor, including, without limitation, tobacco vapour products branded under the trademark Vapeleaf and tobacco vaporizer and parts and accessories branded under the trademark Ploom Tech.

2. Fruits and Revenues

All fruits and revenues emanating from the Charged Property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Creditor or which has been charged under any other deed.

3. Records and Others

All records, data, vouchers, invoices and other documents related to the Charged Property, including without limitation computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

MENTIONS

Somme de l'hypothèque

\$5,000,000 with interest thereon from November 13, 2017 at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-11-13

Lieu : Mississauga, Ontario

AVIS D'ADRESSE

N° 057782

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0601619-0001	2015-06-26 13:54	2025-06-26
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

JT CANADA LLC INC.

1300-1969 Upper Water, Purdy's Wharf Tower II, Halifax, Nova Scotia B3J 3R7

Constituant

JTI-MACDONALD CORP.

1 Robert Speck Parkway, Suite 1601, Mississauga, Ontario L4Z 0A2

BIENS

The universality of JTI-Macdonald Corp. (the "Grantor")'s moveable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated (hereinafter the "Charged property"), the whole including without limitation the following universalities of present and future properties:

1. Inventory

All inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, including raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bill of lading, animals, mineral substances, hydrocarbons and other products of the soil as well as all fruits thereof, from the time of their extraction (hereinafter the "Inventory").

The Inventory held by third parties pursuant to a lease agreement, a leasing contract, a franchise or license agreement, or any other agreement entered into with the Grantor or on its behalf, is also subject to the hypothec.

Property having formed part of the Inventory which has been alienated by the Grantor in favour of a third person but in respect of which the Grantor has retained title pursuant to a reservation of ownership provision, shall remain charged by the hypothec until title is transferred; any Inventory the ownership of which reverts to the Grantor pursuant to the resolution or resiliation of any agreement is also subject to the hypothec.

2. Claims, Book Debts and Other Movable Property

2.1 Claims, Receivables and Book Debts

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any contract of liability insurance, insurance of persons or subject to the rights of creditors holding hypothecs on the insured property, (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts ("SWAPS") and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, and (iii) the Grantor's rights in the credit balance of accounts held for its benefit either by JT Canada LLC Inc. (the "Creditor") or by any financial institution or any other person.

2.2 Rights of Action

The Grantor's rights under contract with third parties as well as the Grantor's rights of action and claims against third persons.

2.3 Accessories

All the securities, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an instalment sale or a conditional sale, where the claims are the result of such sale).

2.4 Movable Property

All movable property owned by the Grantor and covered by the instalment or conditional sales mentioned in paragraph 2.3 hereof.

A right or a claim shall not be excluded from the Charged property by reason of the fact that: (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the Canada Business Corporations Act) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operation of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor.

3. Securities, financial assets and security entitlements

All shares, limited partnership units, trust units, stock, warrants, bonds, debentures, debenture stock and other securities, financial assets and security entitlements (as such terms are defined in the Act respecting the transfer of securities and the establishment of security entitlements (Québec)) in which the Grantor now or hereafter has an interest, and any part thereof, together with any renewals thereof, substitutions therefor and additions thereto and all certificates and instruments evidencing or representing such securities and any and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by the Grantor in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other securities or interests resulting from the subdivision, consolidation, change, conversion or reclassification of any of the securities, or the occurrence of any event which results in the substitution or exchange of such interests, as well as all those which are delivered by the Grantor to the Creditor or to a third party on its behalf from time to time and those listed in Schedule "A" below (collectively, the "Hypothecated Securities").

4. Equipment and Road Vehicles

All the equipment, office furniture, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

5. Trade Marks and Other Intellectual Property Rights

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, invention, trade secret, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, including those listed in Schedule "A".

6. Fruits and Revenues

All fruits and revenues emanating from the above Charged property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Creditor or which has been charged under any other deed.

7. Records and Others

All records, data, vouchers, invoices and other documents related to the Charged property described above, including without limitation computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

SCHEDULE "A"

1. Hypothecated Securities

Shares of JTI-Macdonald TM Corp.

2. Trade Marks and Other Intellectual Property Rights

NIL

MENTIONS

Somme de l'hypothèque

\$84,000,000 with interest thereon from June 26, 2015 at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2015-06-26
Lieu : Toronto

Autres mentions :

The Creditor authorizes the Grantor to collect the claims and other Charged property referred to in paragraph 2 described above under section "Biens".

AVIS D'ADRESSE

N° 053171

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0435568-0001	2015-05-14 13:51	2025-05-14
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

BNY Trust Company of Canada

320 Bay Street, 11th Floor, Toronto, Ontario

M5H 4A6

Constituant

JTI-Macdonald Corp.

1601-1 Robert Speck Parkway, Mississauga, Ontario

L4Z 0A2

BIENS

Re-hypothecation of the universality of all of the Grantor's present and future property, assets and rights, movable and immovable, corporeal and incorporeal, tangible and intangible, of any nature whatsoever and wheresoever situated.

DEFINITIONS:

"Deed of Confirmation" means the Deed of Confirmation referred to herein in the section entitled "Référence à l'acte constitutif".

"Grantor" means JTI-MACDONALD CORP., a corporation continued and now existing pursuant to the Canada Business Corporation Act and its successors and assigns, including any corporation resulting from its amalgamation with any other person(s).

MENTIONS

Somme de l'hypothèque

CA\$2,000,000,000 plus an additional amount of CA\$240,000,000, in both cases with interest thereon from the date of the Deed of Confirmation at the rate of 25% per annum, calculated semi-annually and not in advance.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2015-05-14

Lieu : Toronto, Ontario

N° de minute : 1,732

Nom du notaire : Mtre William Dion-Bernard, Notary

Autres mentions :

Re-hypothecation is granted pursuant to a Deed of Confirmation dated May 14, 2015.

AVIS D'ADRESSE

N° 043951

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0389767-0002	2011-05-27 14:42	2020-10-12

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Il s'agit d'une inscription globale (art.2961.1 Code civil).

PARTIES

Crédit-bailleur

ARI Financial Services Inc.

600-1270 Central Parkway West, Mississauga, ON L5C 4P4

Crédit-preneur

JTI MACDONALD CORP.

1 ROBERT SPECK PARKWAY, SUITE 1601, MISSISSAUGA, ON L4Z 0A2

BIENS

The universality of all present and future vehicles and equipment leased under master lease between ARI Financial Services Inc. and JTI MacDonald Corp. dated February 10,2011 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds in any form derived directly or indirectly from any dealing with any of the foregoing and all rights to any insurance payments or any other payments that indemnifies or compensates for a lost or damage to any of the foregoing or of the proceeds of any of the foregoing. This is a global registration (article 2961.1 of the Civic Code of Quebec).

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-02-10

Lieu : MISSISSAUGA, ONTARIO

Autres mentions :

REF: (JTI MACDONALD CORP. / BCCS1F89711-1 / 7164017)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
11-0473620-0001 Assignment of Rights	2011-06-23 12:17
11-0628825-0001 Assignment of Rights	2011-08-18 09:00
12-0243180-0001 Assignment of Rights	2012-04-03 14:37
12-0286868-0001 Cession de droits	2012-04-18 10:55
12-0431025-0001 Assignment of Rights	2012-05-31 10:51
12-0626106-0002 Assignment of Rights	2012-08-02 09:00
13-0354723-0001 Assignment of Rights	2013-05-02 10:17
13-0876821-0001	2013-10-03 09:00

Assignment of Rights	
14-0367219-0001	2014-04-30 12:25
Assignment of Rights	
14-0491676-0001	2014-06-03 09:00
Assignment of Rights	
14-0595838-0001	2014-07-03 09:00
Assignment of Rights	
15-0006576-0001	2015-01-07 09:00
Assignment of Rights	
15-0041004-0001	2015-01-20 09:00
MODIFICATION D'UN DROIT PUBLICÉ	
15-0518016-0001	2015-06-05 09:00
Assignment of Rights	
16-0391350-0001	2016-04-29 10:46
Assignment of rights	
16-0511659-0001	2016-05-31 10:30
Assignment of rights	
16-0629774-0001	2016-06-30 09:16
Assignment of rights	
17-0434992-0001	2017-05-08 09:00
Assignment of rights	
17-0568647-0001	2017-06-05 12:57
Assignment of rights	
17-1189369-0001	2017-11-09 09:00
Assignment of rights	
17-1289321-0001	2017-12-06 09:00
Assignment of rights	
18-0611900-0001	2018-06-07 09:00
Assignment of rights	

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE
18-0611900-0001 2018-06-07 09:00

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification number(s) set forth below:

LESSEE	SERIAL NUMBER	RMPRR
7725	5N1AT2MTOJC724939	05-0195144-0001
7725	WVWF7AU7JWL09357	05-0195144-0001
7725	WBA8K3C50JA023888	05-0195144-0001
7725	WALMHAF70JD026574	05-0195144-0001
7A57	2C4RCLCG9JR246937	04-0099851-0042
7A57	WAIANAFY1J2142396	04-0099851-0042
7A57	WBA8D9C58JA013638	04-0099851-0042
7B17	1FTYR1ZM4JKA04756	10-0313444-0003
7B17	1FTYR1ZM3JKA17014	10-0313444-0003
7B19	4T1B11HK6JU531985	09-0780916-0001
7B29	1GCGTBEN3J1240516	10-0275480-0002
7B29	1GCGTBEN2J1237820	10-0275480-0002
7B62	2FMPK4J80JBB65904	11-0103063-0001
7B62	2C4RC1BGLJRI86279	11-0103063-0001
7B78	JF2SJEJC2JH539400	11-0548950-0001
7B78	JN1BJ1CRXJW205381	11-0548950-0001
7B78	4S3GTA62J3735618	11-0548950-0001
7B78	JF2SJEBC3JH537928	11-0548950-0001
7B78	JF2SJEBC0JH548594	11-0548950-0001
7D02	1G1ZD5ST4JF195088	04-0099851-0044
7E59	1FM5K8D8XJGA60211	04-0099838-0069
7E59	1FM5K8D88JGA60210	04-0099838-0069
7G03	2FMPK4J94JBB76073	11-0389767-0002
7G03	2FMPK4J9XJBB76076	11-0389767-0002
7H81	3VWD17AU3JM760167	04-0099838-0074
7H99	4S4BSDNC3J3324438	16-0165434-0002
7H99	4S4BSDNC9J3317266	16-0165434-0002
7H99	JF2SJEBC7JH542367	16-0165434-0002
7J18	1FTYEL1YM5JKA16931	14-0944647-0001
7R48	1FM5K8BH6JGA92382	04-0099851-0010
7R48	2FMPK4J98JBB81664	04-0099851-0010
7U02	3GCUKREC0JG131252	04-0099838-0025
7U05	1GD07RFP7J1221896	13-0742088-0001
7U16	2C4RDGBG7HR875060	13-0636272-0001
7U16	2C4RDGBG9HR875061	13-0636272-0001

7U16 2C4RDGBG0HR875062 13-0636272-0001
7U18 3C4PDCCG2JT288105 14-0246175-0001
7U75 1FDUF5GT0HEE51890 17-0678479-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0042	HYPOTHÈQUE OUVERTE
10-0313444-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0780916-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275480-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0103063-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0548950-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099838-0069	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0074	HYPOTHÈQUE OUVERTE
16-0165434-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0944647-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
04-0099838-0025	HYPOTHÈQUE OUVERTE
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0636272-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0246175-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-05-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

Référence à l'inscription visée: 17-0678479-0001.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
17-1289321-0001	2017-12-06 09:00

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification number(s) set forth below:

LESSEE	SERIAL NUMBER	RMPRR
3M65	1FM5K7DH3HGE05857	08-0718263-0003
3M65	WAUBNAF47JN005157	08-0718263-0003
7B78	JF2SJEDC0JH470637	10-0800155-0007
7B78	5N1AT2MVXHC883124	10-0800155-0007
7B78	5N1AT2MVXHC868090	10-0800155-0007
7B78	JF2SJEDC0JH470685	10-0800155-0007
7B78	5N1AT2MV2HC879648	10-0800155-0007
7B78	5N1AT2MT7HC868563	10-0800155-0007
7C12	2FMPK4G90HBC38179	04-0311264-0004
7D02	WAUENCF56JA047425	04-0099851-0044
7D02	JA4JZ4AX2JZ602659	04-0099851-0044
7G03	5TDDGRFH5HS036399	11-0389767-0002
7K04	5UXXW7C53JOW64547	04-0099851-0021
7M93	WA1CNAFY9J2051241	09-0028497-0001
7R48	1C4RJFBG5JC172896	04-0099851-0010
7R94	1GKS2BKCGJR111574	11-0100532-0001
7U02	1FTEW1EP3JKC16558	04-0099838-0025
7U22	2C4RDGBG2HR869702	13-0831785-0002
7U22	2C4RDGBG6HR870061	13-0831785-0002

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0311264-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0044	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
11-0100532-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0025	HYPOTHÈQUE OUVERTE
13-0831785-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-11-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0029 2018-03-16 10:45 Radiation quant à 08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
17-1189369-0001	2017-11-09 09:00

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification number(s) set forth below:

LESSEE	SERIAL NUMBER	RMPRR
7B78	JF2SJEJC7JH439275	10-0800155-0007
7B78	JF2SJEDC5JH443952	10-0800155-0007
7B78	JF2SJEDC7JH405347	10-0800155-0007
7B78	JF2SJEDC9JH439354	10-0800155-0007
7B78	JF2SJEJC0JH453583	10-0800155-0007
7B78	5N1AT2MV5HC860317	10-0800155-0007
7B78	JF2SJEDC8JH439135	10-0800155-0007
7B78	5N1AT2MV1HC863800	10-0800155-0007
7B78	5N1AT2MV8HC865348	10-0800155-0007
7C54	1FT8X3A64HEE36965	04-0099838-0015
7G03	1FMSK8B81HGE05851	11-0389767-0002
7J18	1FTYE1YG9HKA95346	14-0944647-0001
7M93	WP1AG2A59JLB60687	09-0028497-0001
7R48	1FMSK8BH7HGD71284	04-0099851-0010
7R48	1FMCU9J95HUE57888	04-0099851-0010
7R48	2FMPK3G9XHBC33761	04-0099851-0010
7R48	1FMCU9G94HUE57906	04-0099851-0010
7R81	1FTFW1EGXH8D98323	08-0718263-0002
7R81	1FTFW1EG8H8D98322	08-0718263-0002
7U05	2C4RDGBG1HR843296	13-0742088-0001
7U25	2C4RDGBG6HR838470	13-0831785-0002
7U30	1FTEX1EF8HKD98319	14-0785852-0002
7U30	1FTEX1EF3HKD98325	14-0785852-0002
7U30	1FTEX1EF5HKD98326	14-0785852-0002
7V31	1FMCU0GD7HUE99325	17-0266391-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0015	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0944647-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

04-0099851-0010	HYPOTHÈQUE OUVERTE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0831785-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0785852-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
17-0266391-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-10-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
17-0568647-0001	2017-06-05 12:57

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	SERIAL NUMBER	RMPRR
3M65	1FMCU9GD7HUD22102	08-0718263-0003
7A02	2FMGK5C87HEA09808	04-0099838-0005
7A96	1FTBF4XG9HKA79430	04-0099851-0018
7A96	1FTBF4XG2HKA79432	04-0099851-0018
7A96	1FTBF4XG0HKA79431	04-0099851-0018
7A96	1FTBF4XG4HKA79433	04-0099851-0018
7B93	1FTEX1E80HKD36060	10-0854136-0001
7B96	3FA6P0H73HR331163	10-0854136-0001
7B96	1FMCU0GD0HUD22079	10-0854136-0001
7B96	3FA6P0H75HR327227	10-0854136-0001
7B96	3FA6P0H75HR297551	10-0854136-0001
7D75	1FBAX2YV3HKA79521	04-0099838-0016
7D75	1FTFW1EF0HFB55958	04-0099838-0016
7G03	3FA6P0H74HR327235	11-0389767-0002
7H99	4S4BSCNC3H3354494	16-0165434-0002
7H99	4S4BSCAC1H3349963	16-0165434-0002
7K04	5FRYD4H47HB503543	04-0099851-0021
7M70	KNAGM4A7XF5624189	04-0439890-0003
7R48	1FMCU9G95HUC90522	04-0099851-0010
7R48	1FM5K8BH3HGC49263	04-0099851-0010
7R48	1FMCU9G95HUC82727	04-0099851-0010
7R81	1FTFW1EG1HKC77552	08-0718263-0002
7U00	WBAJE7C3XHG887739	04-0024853-0001
7U00	4JGDF7DE4HA935666	04-0024853-0001
7U45	1FADP3E24HL239639	15-0820717-0001
7U49	1C6RR7TT2HS716952	04-0099851-0018
7U91	1C6RR7MT9HS745170	15-0939581-0004
7V49	1FTEW1E88HFB55820	17-0388817-0001
7V49	1FTEW1E81HFB55822	17-0388817-0001
7V49	1FTEW1E84HFB55796	17-0388817-0001
7V49	1FTEW1E83HFB55823	17-0388817-0001
7V49	1FTEW1E85HFB55824	17-0388817-0001
7V49	1FTEW1E86HFB55816	17-0388817-0001
7V49	1FTEW1E88HFB55817	17-0388817-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0005	HYPOTHÈQUE OUVERTE
04-0099851-0018	HYPOTHÈQUE OUVERTE
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0016	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
16-0165434-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
04-0439890-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0024853-0001	HYPOTHÈQUE OUVERTE
15-0820717-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
15-0939581-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
17-0388817-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-05-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002
18-0250822-0029 2018-03-16 10:45 Radiation quant à 08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
17-0434992-0001	2017-05-08 09:00

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	SERIAL NUMBER	RMPRR
7725	1FMCU0GD4HUB92369	05-0195144-0001
7A02	1FMCU9G95HUC99561	04-0099838-0005
7A02	3C4PDDFG8HT598139	04-0099838-0005
7A96	1FTFX1EG9HFB55821	04-0099851-0018
7A96	2FMPK4J84HBB65088	04-0099851-0018
7A96	1FT8X3D65HEC87610	04-0099851-0018
7A96	1FTBW2XG2HKA79435	04-0099851-0018
7A96	1FTBW2XG4HKA79436	04-0099851-0018
7A96	1FTBW2XG6HKA79437	04-0099851-0018
7B96	3FA6P0H77HR307884	10-0854136-0001
7B96	3FA6P0H72HR288547	10-0854136-0001
7D75	1FTFW1EF1HFB25089	04-0099838-0016
7G03	WA1WAAF78HD042898	11-0389767-0002
7G03	1FM5K8B88HGC15674	11-0389767-0002
7M10	1FMCU9G97HUC90554	04-0138687-0006
7M10	4JGDA5GB1HA927495	04-0138687-0006
7M67	5TDBZRFH9HS393568	10-0275471-0001
7M93	WDCTG4GB6HJ356668	09-0028497-0001
7M93	WAUFNAF41HN061316	09-0028497-0001
7M93	WAUF1GFF7H1048612	09-0028497-0001
7R48	2FMPK4J93HBB48291	04-0099851-0010
7R48	1FMCU9G9XHUC90564	04-0099851-0010
7R48	2FMPK3G93HBB48289	04-0099851-0010
7R48	2FMPK3G9XHBB48290	04-0099851-0010
7R48	2FMPK3G9XHBB65087	04-0099851-0010
7R48	WALL2AFP5HA097472	04-0099851-0010
7R49	2FMPK4J92HBB48282	04-0099851-0010
7R72	2APHTS332HA199141	14-0102600-0006
7R88	1FTFX1EP9HKC14742	09-0041352-0001
7R88	1FTFX1EP9HFA36937	09-0041352-0001
7U02	1FMCU9GD2HUB24429	04-0099838-0025
7U02	1FTFW1EF4HFA67995	04-0099838-0025
7U05	1FTYE9ZM1HKA58620	13-0742088-0001
7U05	1FTYE9ZM3HKA58621	13-0742088-0001
7U05	1FTFX1EF3HKC77553	13-0742088-0001

7U22	3C4PDDCG2HT585598	13-0831785-0002
7U25	3C4PDDFG6HT602981	13-0831785-0002
7U49	3C6TR5CT3HG647397	04-0099851-0018
7U63	1FMSK8D88HGC15347	09-0326120-0004
7U80	1FMCU0GD8HUC90563	08-0718263-0002

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0005	HYPOTHÈQUE OUVERTE
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0016	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0138687-0006	HYPOTHÈQUE OUVERTE
10-0275471-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
14-0102600-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0041352-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0025	HYPOTHÈQUE OUVERTE
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0831785-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0018	HYPOTHÈQUE OUVERTE

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-04-28

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
16-0629774-0001	2016-06-30 09:16

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	SERIAL NUMBER	RMPRR
7725	1FMCU0GD7HUA26458	05-0195144-0001
7725	1FMCU0GD3HUA26456	05-0195144-0001
7725	1FMCU0GD3HUA00522	05-0195144-0001
7725	1FMCU9GD2HUA00533	05-0195144-0001
7725	1FMCU9GD4HUA00534	05-0195144-0001
7725	1FMCU0GD5HUA16687	05-0195144-0001
7725	1FMCU0GD7HUA16688	05-0195144-0001
7725	1FMCU9GD7HUA00530	05-0195144-0001
7A02	2FMGK5C84GBA11224	04-0099838-0005
7B78	5N1AT2MT2GC821939	10-0800155-0007
7E48	1FTFX1EF1GF19792	04-0099851-0018
7E48	1FTFX1CF1GF19791	04-0099851-0018
7E48	1FTFX1CFXGF19790	04-0099851-0018
7E48	1FTFX1CF3GF19789	04-0099851-0018
7E48	1FTFX1EF5GF19794	04-0099851-0018
7E48	1FTFX1EFXGF19788	04-0099851-0018
7E48	1FT8X3D63GEC64437	04-0099851-0018
7E48	1FTFX1EF3GF19793	04-0099851-0018
7E48	1FT8X3D62GEC91953	04-0099851-0018
7G03	2FMPK4J90GGB40051	11-0389767-0002
7H99	4S4BSCAC9G3336666	16-0165434-0002
7J47	1FMCU9GX1GUC47065	14-1123039-0001
7J54	1FTBF2A66GEB81026	12-0464957-0001
7J54	1FTBF2A68GEB81027	12-0464957-0001
7J54	1FTBF2A64GEB81025	12-0464957-0001
7K04	WA1JFCFS4GR020457	04-0099851-0021
7M93	WBALM5C57GV769425	09-0028497-0001
7M93	WA1GFCFS8GR017684	09-0028497-0001
7M96	1FM5K8D84GGD07201	14-0102600-0002
7R48	2FMPK3G97GEB68396	04-0099851-0010
7R48	1FM5K8BH7GGC73998	04-0099851-0010
7R48	2FMPK3G96GEB68406	04-0099851-0010
7R48	2FMPK4J94GGB62974	04-0099851-0010
7R48	1FM5K8BH8GGC73993	04-0099851-0010
7R48	2FMPK4J99GGB62971	04-0099851-0010

7R81	1C4RJFCT4GC320007	08-0718263-0002
7U00	WVGEF9BP8GD008140	04-0024853-0001
7U80	1C4PJLAB7GW295182	08-0718263-0002
7U91	3GTU2PEC5GG301246	15-0939581-0004
7V21	1FM5K8DH7GGC73996	16-0061624-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0005	HYPOTHÈQUE OUVERTE
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0018	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
16-0165434-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-1123039-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0464957-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0102600-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0024853-0001	HYPOTHÈQUE OUVERTE
15-0939581-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
16-0061624-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-06-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE
16-0511659-0001 2016-05-31 10:30

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	SERIAL NUMBER	RMPRR
7725	1FMCU0GD1HUA00520	05-0195144-0001
7725	1FMCU0GD1HUA00521	05-0195144-0001
7725	1FMCU0GD7HUA00524	05-0195144-0001
7725	1FMCU0GD2HUA00527	05-0195144-0001
7725	1FMCU0GD9HUA00525	05-0195144-0001
7725	1FMCU0GD6HUA00529	05-0195144-0001
7725	1FMCU9GX5GUA00339	05-0195144-0001
7C93	3FA6P0T99GR293350	04-0099838-0015
7C93	1FMCU9G97GUC69010	04-0099838-0015
7D02	3FA6P0HD4GR371207	04-0099851-0044
7D02	1FMCU0F79GUC69053	04-0099851-0044
7D02	1FMCU0GX2GUC69054	04-0099851-0044
7D02	1FMCU0GX8GUC69057	04-0099851-0044
7D02	1FMCU0GX4GUC69055	04-0099851-0044
7D02	1FMCU0GXXGUC69058	04-0099851-0044
7D02	1FMCU9GX8GUC69063	04-0099851-0044
7D02	1FMCU0GXXGUC69061	04-0099851-0044
7D02	1C4PJMB58GW285300	04-0099851-0044
7D02	WDC0G4KBXGF075419	04-0099851-0044
7D02	5N1AZ2MG8GN102331	04-0099851-0044
7D02	WALLCAFF0GAL17932	04-0099851-0044
7E59	1FTYE1YM4GKA12930	08-0385604-0001
7G03	2FMPK4J92GEB39984	04-0099851-0018
7G03	5FRYD4H65GB507574	04-0099851-0018
7J47	1FMCU9GXXGUC14551	10-0064529-0001
7K23	5N1AT2MV4GC765133	05-0304727-0001
7K80	5N1AZ2MH7GN122627	09-0662836-0001
7M41	2T1BURHE6GC635550	04-0099851-0044
7R48	1FMCU9G95GUC68986	04-0099851-0010
7R48	2FMPK3G92GEB68404	04-0099851-0010
7R48	2FMPK3G94GEB68419	04-0099851-0010
7R48	1FMCU9G92HUA05033	04-0099851-0010
7U00	WUJGAFC1GN135165	09-0041352-0001
7U00	55SWF6EB7GU145942	09-0041352-0001
7U00	WBA5B3C58GG257480	09-0041352-0001
7U05	1GCWGAFFXG1246873	13-0742088-0001

7U16	1FMCU9GX1GUC68983	13-0742088-0001
7U16	1FMCU9GX3GUC68984	13-0742088-0001
7U26	1FADF5AU7GL108206	13-0973898-0001
7U30	1FTEX1CFXGKD67476	14-0785852-0002
7U63	2FMPK4J84GBB39962	09-0326120-0004
7U92	1FAHP2D89GG100082	15-1148292-0001
7V31	1FMCU0G91GUC68978	15-1148292-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0098316-0003	HYPOTHÈQUE OUVERTE
04-0099838-0060	HYPOTHÈQUE OUVERTE
08-0385604-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0064529-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0774354-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0661332-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0303689-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0102600-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0040	HYPOTHÈQUE OUVERTE
06-0392617-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0365917-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0102600-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
16-0165434-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0015	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
08-0385604-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0018	HYPOTHÈQUE OUVERTE
05-0304727-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
09-0041352-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0973898-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0785852-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
15-1148292-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-05-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0026	2018-03-16 10:45	Radiation quant à	08-0385604-0001
18-0882670-0010	2018-08-10 13:15	Radiation quant à	08-0385604-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE
16-0391350-0001 2016-04-29 10:46

Assignment of rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN	REG#
7C32	2FMPK4J97GBB39978	04-0098316-0003
7D02	3C4PDCCB4GT207084	04-0099838-0060
7D02	1C4NJRAB1GD721051	04-0099838-0060
7D02	1FMCU0GX6GUC69056	08-0385604-0002
7D02	1FMCU0GX9GUC30784	05-0195144-0001
7G03	2FMPK4J95GBB40031	09-0662748-0001
7G03	2FMPK4J97GBB40032	09-0662748-0001
7G03	2FMPK4J93GBB40027	09-0662748-0001
7G03	2FMPK4J91GBB40026	09-0662748-0001
7G03	2FMPK4J99GBB40033	09-0662748-0001
7G03	2FMPK4J99GBB39979	09-0662748-0001
7G03	2FMPK4J98GBB40024	10-0064529-0001
7G03	2FMPK4J90GBB40048	10-0064529-0001
7G03	2FMPK4J98GBB40038	10-0064529-0001
7G03	2FMPK4J9XGBB40039	10-0064529-0001
7G03	2FMPK4J92GBB40049	10-0064529-0001
7G03	2FMPK4J94GBB40036	10-0064529-0001
7G03	2FMPK4J95GBB39980	10-0064529-0001
7G03	2FMPK4J97GBB40029	10-0064529-0001
7G03	2FMPK4J93GBB40030	09-0774354-0002
7G03	2FMPK4J91GBB39961	09-0774354-0002
7G03	2FMPK4J99GBB39982	09-0774354-0002
7G03	2FMPK4J96GBB40037	09-0774354-0002
7G03	2FMPK4J90GBB39983	09-0774354-0002
7G03	2FMPK4J9XGBB40025	09-0774354-0002
7G03	2FMPK4J99GBB40050	09-0774354-0002
7G03	2FMPK4K98GBB40040	09-0774354-0002
7J10	1FMCU9GXXGUC69050	11-0661332-0001
7K23	5N1AR2MM9GC632244	04-0303689-0001
7K80	1FMCU0GX3GUA33142	11-0389767-0002
7M93	WBA3T7C56G5A37619	09-0028497-0001
7R15	5N1AR2MM0GC630687	12-0157415-0002
7R48	2FMPK3G93GBB40028	10-0064529-0001
7R48	2FMPK3G98GBB40042	10-0064529-0001
7R48	1FMCU9G92GUC31068	10-0064529-0001
7R72	1FTBF2B65GEB89424	14-0102600-0006

7U05	1GCWGAFF9G1222354	13-0742088-0001
7U16	1FADP3KE7GL295426	04-0099851-0040
7U16	1FADP3KE9GL295427	04-0099851-0040
7U29	1FMCU0GXXGUC14335	06-0392617-0002
7U29	1C4PJMCB0GW261605	06-0392617-0002
7U30	1FTEX1CF8GKD67475	09-0662836-0001
7U64	2C4RDGBG7GR330300	10-0365917-0003
7U80	1FMCU9GXXGUC69047	14-0102600-0002
7U80	1FMCU0GX9GUC69049	14-0102600-0002
7U80	1FMCU0GX5GUC69064	14-0102600-0002
7U80	1C4PJMAB9GW263517	14-0102600-0002
7V23	2FMPK4J91GBB13974	16-0165434-0002

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0098316-0003	HYPOTHÈQUE OUVERTE
04-0099838-0060	HYPOTHÈQUE OUVERTE
08-0385604-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0064529-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0774354-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0661332-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0303689-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0102600-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0040	HYPOTHÈQUE OUVERTE
06-0392617-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0365917-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0102600-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
16-0165434-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-04-29

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0882670-0010 2018-08-10 13:15 Radiation quant à 08-0385604-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
15-0518016-0001	2015-06-05 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7B57	1C4RJFAG4FC765223	11-0357269-0001
7B83	2GNFLFEK5F6337673	11-0661332-0001
7C38	1FMCU0GX1FUA20632	04-0099851-0021
7D02	1C4PJLAB7FW589437	04-0099851-0044
7D02	2C4RDGGB9FR614347	04-0099851-0044
7D02	1C3CCCB3FN661110	04-0099851-0044
7D02	1C4PJLAB1FW694913	04-0099851-0044
7D52	1C3CCBB6FN696514	04-0099851-0043
7D75	1FMCU0GX7FUB83477	04-0099838-0016
7D75	1FMCU0GX9FUB83478	04-0099838-0016
7D75	1FMCU0GX0FUB83479	04-0099838-0016
7D75	1FTEX1E8XFFA80788	04-0099838-0016
7D75	1FTEW1C82FFA91032	04-0099838-0016
7D75	1FTEW1C84FFA91033	04-0099838-0016
7D75	1FTEX1C82FFA80786	04-0099838-0016
7G03	WA1C8CF9FA095568	11-0389767-0002
7H02	1FMCU9G96FUC08388	04-0099838-0070
7J73	2FMTK4J86FBB14106	13-0162111-0001
7K04	5UXWX9C54F0D58293	04-0099851-0021
7K23	5N1AR2MM7FC638588	05-0304727-0001
7M55	2FMTK3J82FBB18230	10-0365917-0003
7M93	WAUHFCFC7FN046311	09-0028497-0001
7M93	5UXXW5C57F0E88990	09-0028497-0001
7M93	WDCGG8JB2FG406011	09-0028497-0001
7R81	55SWF6GB0FU061764	08-0718263-0002
7R92	WA1WFCFPXFA105883	09-0116037-0001
7U00	WA1LFCFPFA047483	04-0048086-0003
7U02	1FM5K8B80FGC17917	04-0099838-0025
7U64	1HGCR6F38FA800220	14-0984393-0003
7U64	3FA6P0LU9FR285168	14-0984393-0003
7U64	1HGCR6F34FA800232	14-0984393-0003
7U64	3LN6L2LU9FR627196	14-0984393-0003

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0357269-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0661332-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099851-0043	HYPOTHÈQUE OUVERTE
04-0099838-0016	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0070	HYPOTHÈQUE OUVERTE
13-0162111-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0304727-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0365917-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0116037-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0048086-0003	Assumption d'une hypothèque mobilière
04-0099838-0025	HYPOTHÈQUE OUVERTE
14-0984393-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-05-29

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002
18-1410239-0001 2018-12-21 13:50 Radiation quant à 09-0116037-0001

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE

15-0041004-0001 2015-01-20 09:00

MODIFICATION D'UN DROIT PUBLIÉ

PARTIES

Titulaire

ARI Financial Services Inc.

600-1270 Central Parkway West, Mississauga, ON L5C 4P4

Crédit-prenneur

JTI-MACDONALD CORP.

1 ROBERT SPECK PARKWAY, SUITE 1601, MISSISSAUGA, ONL4Z 0A2

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

11-0389767-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REF: (JTI MACDONALD / BCCS1C89711-2 / 9158247)

Autres mentions:

AMEND BASE DEBTOR NAME -

FROM: JTI MACDONALD CORP

TO: JTI-MACDONALD CORP.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
15-0006576-0001	2015-01-07 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
3M65	1FMCU9GX1FUA33210	08-0718263-0003
3M65	1FMCU9GX7FUA33258	08-0718263-0003
3M65	1FMCU9GX8FUA33253	08-0718263-0003
7725	1FMCU0GXXFUA47134	05-0195144-0001
7A04	3FA6P0H72FR201341	04-0099851-0040
7A95	1FMCU0F71FUA69833	10-0277686-0002
7B07	WDCYC3HF8FX231436	09-0244455-0001
7B78	WALGF0EFS2FR005346	10-0800155-0007
7B78	YV140MEL9F1241435	10-0800155-0007
7B78	WDCGG0EB9FG380583	10-0800155-0007
7B78	JF2SJCHCXFH412914	10-0800155-0007
7C32	1FMCU9G94FUA69846	04-0098316-0003
7C32	1FMCU9G94FUA69829	04-0098316-0003
7D02	1C4PJLAB0FW607678	04-0099851-0044
7D73	1C4RJFAG3FC667929	04-0098316-0001
7D90	2GNFLFE35F6205389	04-0099838-0011
7G03	1C4RJFCT3FC687219	11-0389767-0002
7H02	1FMCU9G95FUA69841	04-0099838-0070
7J69	1FMCU9G90FUA69830	04-0099851-0042
7K04	5UXXW3C50F0M87049	04-0099851-0021
7K80	WAURGCF9FN024363	09-0662836-0001
7K80	WDCGG0EB0FG379421	09-0662836-0001
7K80	WAUMFCFL6FN018241	09-0662836-0001
7M10	1FMCU9G95FUA69838	04-0138687-0006
7M47	2C4JRGAG0FR563952	05-0494339-0008
7M47	2C4JRGAG2FR563953	05-0494339-0008
7M47	2C4JRGAG9FR563951	05-0494339-0008
7M94	NM0LS7F74E1153127	05-0494339-0006
7R03	2GNALAEK4F6226996	06-0542244-0002
7R48	1FMCU9G99FUA69843	04-0099851-0010
7R72	1B9BS1413EM274392	14-0102600-0006
7U00	5FNYP4H99FB501748	04-0048086-0003
7U05	2C4RDGBGKFR575588	13-0742088-0001
7U05	2C4RDGBG1FR580677	13-0742088-0001

7U05	2C4RDGBG6FR566287	13-0742088-0001
7U05	2C4RDGBG4FR566286	13-0742088-0001
7U05	1FDWE3FLOFDA10782	13-0742088-0001
7U30	1FTVX1CF9EKF41177	14-0785852-0002
7U31	1FMCU9GX2FUA00359	15-0001841-0001
7U36	1FMCU0F78FUA33251	15-0001841-0002
7U63	1FM5K8B81FGB33654	09-0326120-0004
7U67	3C4PDCAB7FT551008	14-1009342-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0040	HYPOTHÈQUE OUVERTE
10-0277686-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0244455-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0098316-0003	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0098316-0001	HYPOTHÈQUE OUVERTE
04-0099838-0011	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0070	HYPOTHÈQUE OUVERTE
04-0099851-0042	HYPOTHÈQUE OUVERTE
04-0099851-0021	HYPOTHÈQUE OUVERTE
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0138687-0006	HYPOTHÈQUE OUVERTE
05-0494339-0008	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0494339-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0542244-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
14-0102600-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0048086-0003	Assumption d'une hypothèque mobilière
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0785852-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
15-0001841-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
15-0001841-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-1009342-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-12-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
 15-0829330-0015 2015-08-27 10:15 Radiation quant à 05-0494339-0006
 18-0250822-0029 2018-03-16 10:45 Radiation quant à 08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
14-0595838-0001	2014-07-03 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7D02	1C4PJMAB5EW264127	04-0099851-0044
7D02	1C4PJMAB3EW264126	04-0099851-0044
7D02	1FMCU0GX8EUD53893	04-0099851-0044
7D02	3FA6P0H95ER342095	04-0099851-0044
7D02	5N1AT2MM4EC785791	04-0099851-0044
7D02	454BRGMC3E3300757	04-0099851-0044
7D02	SALVP2BG2EH898044	04-0099851-0044
7G03	2FMDK4JJC1EBA69275	11-0389767-0002
7G03	2FMDK3JC7EBA69274	11-0389767-0002
7G03	2FMDK3JC2EBA69277	11-0389767-0002
7G04	2C4RDGBGXR350943	11-0223760-0001
7J10	1FM5K7B87EGC15512	12-0157415-0002
7J54	1FTBF2A60EEB71251	12-0464957-0001
7J54	1FTBF2A62EEB71252	12-0464957-0001
7K80	3C6TRVDG9EE121283	09-0662836-0001
7K80	3C6TRVDG2EE121285	09-0662836-0001
7M70	1FTNE2EW4CDA74003	04-0439890-0003
7M93	WDCGG8JB1EG328903	09-0028497-0001
7M93	WAUKFCFL1EN038869	09-0028497-0001
7R48	2FMDK3G96EBA66216	04-0099851-0010
7R48	2FMDK4JC2EBA63078	04-0099851-0010
7R48	2C4RC1BG1ER361250	04-0099851-0010
7R48	1FMCU9G90EUD19663	04-0099851-0010
7R48	1FMCU9G96EUD19666	04-0099851-0010
7R48	2C4RDGBG4ER368709	04-0099851-0010
7U05	1GCWGFCA8E1118411	13-0742088-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0099851-0044	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

12-0464957-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0439890-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
13-0742088-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0223760-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-06-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
14-0491676-0001	2014-06-03 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7600	1FVHC7DE36HW16072	04-0048086-0003
7604	1FMCU9G9XEUC94500	09-0326120-0006
7725	1FMCU0GX5EUD26957	05-0195144-0001
7A57	WBA5B3C51ED537577	04-0099851-0042
7B15	1GTW7FCAXE1158621	09-0774354-0002
7B48	1FM5K8B83EGC15514	04-0099851-0010
7B75	1FA6P0H72E5401346	11-0356268-0002
7B75	1FA6P0H74E5401347	11-0356268-0002
7B94	WAUHFCFL8EN021562	10-0854136-0001
7B94	2M5921092F1147454	10-0854136-0001
7C32	1FMCU9G98EUD19667	04-0098316-0003
7C90	1C4RJFAG3EC398510	04-0099838-0099
7D02	3C4PDDFG6ET250206	04-0099851-0044
7D02	1C4PJLAB9EW264688	04-0099851-0044
7D02	1FMCU0GX1EUD19665	04-0099851-0044
7D02	1FADP3N21EL273419	04-0099851-0044
7D02	2C4RDGBG1ER333884	04-0099851-0044
7D02	1C4PJMAB9EW252577	04-0099851-0044
7D02	1C4PJLAB5EW252862	04-0099851-0044
7D02	1C4PJLAB3EW252861	04-0099851-0044
7D02	1C4PJLABXEW232980	04-0099851-0044
7D02	1C4PJMAB7EW252576	04-0099851-0044
7D02	2C4RDGBG7ER350866	04-0099851-0044
7D02	3C4PDCAB8ET213616	04-0099851-0044
7D02	1C4PJMAB0EW252600	04-0099851-0044
7D02	1FMCU0GX3EUD11227	04-0099851-0044
7D02	1C4PJMAB9EW264132	04-0099851-0044
7D02	1C4PJMAB4EW252602	04-0099851-0044
7D02	YV1612FS1E1287369	04-0099851-0044
7D02	1C4PJMB56EW231555	04-0099851-0044
7D02	2C4RDGBG6ER360613	04-0099851-0044
7D52	3FA6P0HD0ER321434	04-0099851-0043
7D52	2GNFLEEK4E6238402	04-0099851-0043
7G03	2FMGK5B83EBD25820	11-0389767-0002

7G03	2FMGK5B87EBD25819	11-0389767-0002
7G03	2FMGK5B83EBD27325	11-0389767-0002
7G03	2FMGK5B83EBD25817	11-0389767-0002
7G03	2FMGK5B85EBD25821	11-0389767-0002
7G03	1FMCU9J94EUD19660	11-0389767-0002
7G04	2C4RDGBG4ER350940	11-0223760-0001
7G04	2C3CCAGG1EH263392	11-0223760-0001
7H09	3FA6P0T92ER321437	04-0099851-0046
7H39	2C4RDGBG4ER333930	04-0099838-0026
7H64	1FTNE1EL7EDA55285	08-0357843-0001
7J10	1G11H5SLXEF251221	12-0157415-0002
7J40	3C4PDCAB4ET227299	11-0661332-0003
7J73	2FMDK3G92EBA55326	13-0162111-0001
7J73	1FMCU9G9XEUC78118	13-0162111-0001
7J73	1FMCU9G98EUC78117	13-0162111-0001
7J73	2FMDK3G97EBA55323	13-0162111-0001
7J73	1FMCU9G91EUC78122	13-0162111-0001
7K80	KNADM5A30C6749200	09-0662836-0001
7K80	5FN9YF4H42EB504218	09-0662836-0001
7M93	WP1AF2A24ELA45655	09-0028497-0001
7M93	4JGDA2EB6EA381936	09-0028497-0001
7M93	WP1AB2A20ELA58317	09-0028497-0001
7R15	1FMCU9GX2EUC86938	07-0089609-0002
7R48	2GNALBEK4E6313494	04-0099851-0010
7R48	1FMCU9G99EUD19662	04-0099851-0010
7R48	2GNALBEK6E6307695	04-0099851-0010
7R48	1FMCU9G94EUC94511	04-0099851-0010
7R48	1FMCU9G96EUD19652	04-0099851-0010
7R48	2GNALBEK1E6321682	04-0099851-0010
7R48	1FMCU9G9XEUD19668	04-0099851-0010
7R81	2C4RDGBG9ER286393	08-0718263-0002
7U00	1C4RJFCGXEC462166	04-0048086-0003
7U02	1FTFW1EF0EFB50996	04-0099838-0025
7U18	1FMCU0GX5EUC54657	14-0246175-0001
7U26	1FMCU9GX5EUC78770	13-0973898-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
09-0326120-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0042	HYPOTHÈQUE OUVERTE
09-0774354-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
11-0356268-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0098316-0003	HYPOTHÈQUE OUVERTE
04-0099838-0099	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099851-0043	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0223760-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0046	HYPOTHÈQUE OUVERTE
04-0099838-0026	HYPOTHÈQUE OUVERTE
08-0357843-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0661332-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0162111-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0025	HYPOTHÈQUE OUVERTE
14-0246175-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0973898-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-05-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

Référence à l'inscription visée: 04-0048086-0003

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0025	2018-03-16 10:45	Radiation quant à	08-0357843-0001
18-0250822-0028	2018-03-16 10:45	Radiation quant à	08-0718263-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
14-0367219-0001	2014-04-30 12:25

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7D02	1C4FJLABXEW199494	04-0099851-0044
7B24	1FA6P0H73E5394469	10-0064529-0003
7D02	3C4PDCAB3ET208162	04-0099851-0044
7D02	1FMCU0GX4EUC86922	04-0099851-0044
7D02	3C4PDCABXET213584	04-0099851-0044
7D02	1FMCU0GX7EUC54658	04-0099851-0044
7D02	1C4PJMAB5EW232620	04-0099851-0044
7D56	1FMCU0GX5EUC78120	04-0099838-0033
7D56	1FMCU0GX5EUC78114	04-0099838-0033
7D56	2C4RDGBG2ER308346	04-0099838-0033
7B78	1FMCU0GX0EUC78123	10-0800155-0007
7B29	1FMCU0GX6EUC78112	10-0275480-0002
7U26	1FMCU9GX4EUC78050	13-0973898-0001
7U26	1FMCU9GX8EUC78049	13-0973898-0001
7U18	1FMCU0GX2EUC54633	14-0246175-0001
7U18	1FMCU0GX3EUC54656	14-0246175-0001
7H81	3VWFX7AJXEM607714	04-0099838-0074
7B24	1FMCU9GX9EUC78125	10-0064529-0003
7B78	1FMCU0GX5EUC61849	10-0800155-0007
7U26	2C4RDGBG3ER283330	13-0973898-0001
7G03	2FMGK5B85EBD27326	11-0389767-0002
7R15	1FMCU9GX6EUC86943	07-0089609-0002
7R15	1FMCU9GX4EUC86939	07-0089609-0002
7R15	1FMCU9GX2EUC86941	07-0089609-0002
7G03	2FMGK5B85EBD25818	11-0389767-0002
7G03	2FMGK5B80EBD25810	11-0389767-0002
7G03	2FMGK5B87EBD25822	11-0389767-0002
7R15	1FMCU9GX4EUC86942	07-0089609-0002
7G03	2FMGK5B82EBD25808	11-0389767-0002
7G03	2FMGK5B84EBD25809	11-0389767-0002
7G03	2FMGK5B86EBD25813	11-0389767-0002
7G03	2FMGK5B84EBD27320	11-0389767-0002
7G03	2FMGK5B8XEBD25815	11-0389767-0002
7G03	2FMGK5B88EBD25814	11-0389767-0002

7G03	2FMGK5B81EBD25816	11-0389767-0002
7G03	2FMGK5B88EBD27319	11-0389767-0002
7G03	2FMGK5B8XEBD25779	11-0389767-0002
7G03	2FMGK5B86EBD25780	11-0389767-0002
7G03	2FMGK5B88EBD25781	11-0389767-0002
7G03	2FMGK5B8XEBD25782	11-0389767-0002
7G03	2FMGK5B88EBD27322	11-0389767-0002
7G03	2FMGK5B86EBD27321	11-0389767-0002
7G03	2FMGK5B81EBD27324	11-0389767-0002
7G03	2FMGK5B81EBD25783	11-0389767-0002
7G03	2FMGK5B83EBD25784	11-0389767-0002
7H23	3VWDL7AJ7EM410269	04-0099838-0026
7R48	1FMCU9G96EUC94512	04-0099851-0010
7B22	1FMCU9G95EUC54632	10-0219795-0001
7B17	1FMCU9G90EUC86940	10-0313444-0003
7C38	3FA6P0LU4ER302442	04-0099851-0021
7C38	3FA6P0LU2ER302438	04-0099851-0021
7C38	3FA6P0LU4ER302439	04-0099851-0021
7C38	3FA6P0LU0ER302437	04-0099851-0021
7H02	1FMCU9G9XEUC78121	04-0099838-0070
7C38	3FA6P0LU9ER302436	04-0099851-0021
7J73	1FMCU9G94EUC78115	13-0162111-0001
7J73	1FMCU9G91EUC54659	13-0162111-0001
7B21	2C4RDBG0ER204955	10-0275021-0001
7E73	2GNLLEF37E6284269	04-0099838-0093
7A57	1FMCU9G96EUC78116	04-0099851-0042
7R15	2FMDK3J97EBA47554	07-0089609-0002
7R15	2FMDK3J99EBA47555	07-0089609-0002
7J73	2FMDK3G99EBA55324	13-0162111-0001
7U02	1FTFW1EF7EFA86858	04-0099838-0025
7R15	1FM5K7B9XEGB91814	07-0089609-0002
7U18	2FMDK3JC6EBA39568	14-0246175-0001
7R68	3FA6P0LU0ER280312	08-0231190-0001
7D02	1FM5K8B87EGB91816	04-0099851-0044
7E73	1FAHP2H89EG163769	04-0099838-0093
7R15	1FM5K7B91EGB91815	07-0089609-0002
7D02	3FA6P0D95ER280316	04-0099851-0044
7R80	1FM5K8B84EGB86296	09-0326120-0004
7B78	KL4CJHSB6EB642820	10-0800155-0007
7M67	1FM5K8D86EGB80707	10-0275471-0001
3M65	WALCFCFP1EA064268	08-0718263-0003
3M65	2FMDK4KC2EBA42519	08-0718263-0003
7R15	1FM5K7D93EGB86239	07-0089609-0002
7A57	WAUFCFL6EN009675	04-0099851-0042
7B12	WAUFCFL2EN024822	09-0662748-0001
7B78	1FM5K8GT9EGB80670	10-0800155-0007
7B78	WDDGF8AB1EA939774	10-0800155-0007
7B78	WALLFCFP9EA090553	10-0800155-0007
7R48	WAUMFCFL6EN025205	04-0099851-0010
7B78	5UXWX9C57E0D38134	10-0800155-0007
7B78	1FM5K8GT4EGB86215	10-0800155-0007
7B78	5UXWX9C53E0D37630	10-0800155-0007
7D87	WBA3N3C52EK230106	05-0195144-0001
7B94	TRUS1AFK8D1002153	10-0854136-0001
7R92	5UXWX9C56E0D22250	09-0116037-0001
7B78	WALLGCFP4EA090229	10-0800155-0007
7R92	4JGDA5HB8EA376265	09-0116037-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0099851-0044	HYPOTHÈQUE OUVERTE
10-0064529-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0033	HYPOTHÈQUE OUVERTE
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275480-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
13-0973898-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
14-0246175-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0074	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0026	HYPOTHÈQUE OUVERTE
04-0099851-0010	HYPOTHÈQUE OUVERTE
10-0219795-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0313444-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
04-0099838-0070	HYPOTHÈQUE OUVERTE
13-0162111-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275021-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0093	HYPOTHÈQUE OUVERTE
04-0099851-0042	HYPOTHÈQUE OUVERTE
04-0099838-0025	HYPOTHÈQUE OUVERTE
08-0231190-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275471-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0116037-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-04-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0024	2018-03-16 10:45	Radiation quant à	08-0231190-0001
18-0250822-0029	2018-03-16 10:45	Radiation quant à	08-0718263-0003
18-1410239-0001	2018-12-21 13:50	Radiation quant à	09-0116037-0001

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
13-0876821-0001	2013-10-03 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7B96	3FA6P0H75ER100440	10-0854136-0001
7725	1FMCU0GX2EUA55453	05-0195144-0001
7D02	3FA6P0H95DR307779	04-0099851-0044
7J40	2C4RDGBG5DR763741	11-0661332-0003
7B78	1FMCU0GX5DUC89214	10-0800155-0007
7D75	1FMCU9GX4EUA24872	04-0099838-0016
7C38	3FA6P0LUXER105291	04-0099851-0021
7C38	3FA6P0LU7ER105300	04-0099851-0021
7C38	3FA6P0LU7ER105295	04-0099851-0021
7C38	3FA6P0LU0ER105297	04-0099851-0021
7M93	4S4BRGDC6EL215813	09-0028497-0001
7B93	1FTNE2EL7DDA93894	10-0854136-0001
7A57	2FMDK4JC5DBC75133	04-0099851-0042
7H97	1FTFX1ETXDFC15208	04-0439890-0002
3M65	WA1CFCPF2DA091624	08-0718263-0003
7B78	WDDGF8AB4EG164206	10-0800155-0007
7D02	1LNHL9FT8EG602493	04-0099851-0044
7G03	2HNYD2H62DH002176	11-0389767-0002
7B78	WAUFGCFLL1DA214565	10-0800155-0007
7D87	4JGDA2EB9DA263961	05-0195144-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0044	HYPOTHÈQUE OUVERTE
11-0661332-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0016	HYPOTHÈQUE OUVERTE
04-0099851-0021	HYPOTHÈQUE OUVERTE
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0042	HYPOTHÈQUE OUVERTE

04-0439890-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0003 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2013-09-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0250822-0029 2018-03-16 10:45 Radiation quant à 08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
13-0354723-0001	2013-05-02 10:17

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7725	JN8AS5MT1DW019812	05-0195144-0001
7725	JN8AS5MT6DW019935	05-0195144-0001
7725	JN8AS5MT1DW021818	05-0195144-0001
7725	1N4AL3AP8DN512287	05-0195144-0001
7725	1N4AL3AP8DN511303	05-0195144-0001
7725	1N4AL3AP3DN455366	05-0195144-0001
7725	1N4AL3AP9DN495337	05-0195144-0001
7D02	3FA6P0H98DR239560	04-0099851-0044
7D02	3FA6P0H9XDR239558	04-0099851-0044
7R36	1FMCU0GXXDUD04743	04-0099838-0026
7B78	1FMCU0GX2DUD04753	10-0800155-0007
7A96	1FTSE3EL5DDA68064	04-0099851-0018
7A96	1FTSE3ELXDDA70716	04-0099851-0018
7A96	1FTSE3EL1DDA64481	04-0099851-0018
7R48	2FMDK3G92DBB99697	04-0099851-0010
7J10	1FMCU9GX2DUC96349	12-0157415-0002
7R88	2GNFLCEK7D6319378	09-0041352-0001
7R36	1FMCU0G90DUC96380	04-0099838-0026
7B78	JN8AS5MV4DW106038	10-0800155-0007
7953	1FMCU9G96DUD26292	04-0099838-0007
7R15	1FMCU9GX1DUD04747	07-0089609-0002
7R15	1FMCU9GX5DUD04749	07-0089609-0002
7J10	1GCSGAFX9D1150283	12-0157415-0002
7J10	1GCSGAFX3D1150442	12-0157415-0002
7R48	2FMDK4JXCDBB91759	04-0099851-0010
7A02	2FMDK4JC8DBB91758	04-0099838-0005
7A96	1FTFX1EFXDKA47406	04-0099851-0018
3M26	1C6RR7LP7DS629643	04-0099838-0095
7G03	1FM5K6B86DGC16994	11-0389767-0002
7E77	1FTFX1ET2DFB54999	04-0303689-0001
7G03	1FAHP2E87DG208968	11-0389767-0002
7K23	1FM5K8B89DGC26659	05-0304727-0001
7986	1FM5K7D89DGC36017	04-0099851-0017
7H09	1FTBF2B62DEA94590	04-0099851-0046

7R81	1FTFW1ET4DFB46888	08-0718263-0002
7E59	1FM5K8D80DGC17006	04-0099838-0069
3M65	1FM5K8GT7DGC26656	08-0718263-0003
7674	2HNYD2H23DH000157	04-0099838-0060
7B78	5UXWX9C5XD0D06731	10-0800155-0007
7R81	JN8CS1MW7DMI72329	08-0718263-0002
7B78	WAUDFBFR2DA055869	10-0800155-0007
7D87	WP1AA2A25DLA07963	05-0195144-0001
7E48	1LH455WJ7D1020017	04-0099851-0018

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099838-0026	HYPOTHÈQUE OUVERTE
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0018	HYPOTHÈQUE OUVERTE
04-0099851-0010	HYPOTHÈQUE OUVERTE
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0041352-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0007	HYPOTHÈQUE OUVERTE
07-0089609-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0005	HYPOTHÈQUE OUVERTE
04-0099838-0095	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0303689-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0304727-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0017	HYPOTHÈQUE OUVERTE
04-0099851-0046	HYPOTHÈQUE OUVERTE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0069	HYPOTHÈQUE OUVERTE
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0060	HYPOTHÈQUE OUVERTE

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2013-04-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0028	2018-03-16 10:45	Radiation quant à	08-0718263-0002
18-0250822-0029	2018-03-16 10:45	Radiation quant à	08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0801646-0001	2012-09-28 11:32

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
12-0626106-0002	Assignment of Rights
10-0064529-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Objet de la rectification :

The following registration number should also appear under the heading "Référence à l'inscription visée" of the assignment of rights registered under number 12-0626106-0002:

10-0064529-0003

and the following should also appear under the heading "Biens":

LESSEE	VIN NO.	REG#
7B41	1FAHP2EW9BG138126	10-0064529-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0626106-0002	2012-08-02 09:00
Assignment of Rights	
PARTIES	
Assignor	
ARI FINANCIAL SERVICES INC.	
1270 Central Parkway West, Suite 600, Mississauga, ON	L6C 4P4
Assignor	
SERVICES FINANCIERS ARI INC.	
1270 Central Parkway West, Suite 600, Mississauga, ON	L6C 4P4
Assignee	
HOLMAN CANADA LIMITED PARTNERSHIP III	
1270 Central Parkway West, Suite 600, Mississauga, ON	L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7R81	1FMCU9DGXEKA35175	08-0718263-0002
7R81	2HNYD2H66BH000900	08-0718263-0002
7R81	2FMDK3JC3BBA48689	08-0718263-0002
7R80	1J4RR4GGXBC563401	09-0326120-0004
7R73	2CNFLFEECXB6260249	08-0718263-0001
7R49	2A4RR5DX8AR190357	04-0099851-0010
7R48	3D4GG57V89T583378	04-0099851-0010
7R48	2A8HR54X69R561456	04-0099851-0010
7R48	1GKER13D39J193921	04-0099851-0010
7R48	5TDZK4CC4AS338529	04-0099851-0010
7R48	JF2SH6CC2AH731267	04-0099851-0010
7R27	2FMDK3JC2ABB00523	07-0089609-0003
7R15	3D4PH6FV6AT253845	07-0089609-0002
7R01	2T1KE4EE3AC044927	06-0535172-0001
7M90	2CNFLCEW4A6378214	05-0713194-0001
7M70	1FTNE2EW7ADA42109	04-0439890-0003
7M55	1FDSE3FL4CDA79193	10-0365917-0003
7M55	5GAKVDED1CJ232281	10-0365917-0003
7M55	4T1BK1FKXCU507806	10-0365917-0003
7M25	2FMDK3GC5BBA24112	04-0138687-0004
7K86	YV4952DZX2311860	06-0392617-0004
7K86	3C4PDDFGXCT351603	06-0392617-0004
7K86	WALDGCFCF3CD010448	06-0392617-0004
7K47	2D4RN4DE0AR343469	09-0244455-0002
7K23	1FMCU9H91DUA31115	05-0304727-0001
7K23	1VWBH7A37CC005960	05-0304727-0001
7K23	2GNFLNEK3C6132231	05-0304727-0001
7K23	5N1AL0MM6DC306161	05-0304727-0001
7J66	1FTSE34L12HB25934	04-0099838-0043
7J66	1GCDM19X64B123002	04-0099838-0043
7J66	1FMU93195KA67817	04-0099838-0043
7J66	1GCDM19X65B127021	04-0099838-0043
7J66	1GCDM19X45B127146	04-0099838-0043
7J66	1GCDM19X35B127560	04-0099838-0043
7J66	1GCDM19X85B126789	04-0099838-0043

7J66	1GCDM19X25B127730	04-0099838-0043
7J66	1GCDM19X75B127187	04-0099838-0043
7J66	1D4GP23R26B663960	04-0099838-0043
7J66	1D8HN11H48B143940	04-0099838-0043
7J66	1D8HN11HX8B143943	04-0099838-0043
7J66	1D8HN11H68B143941	04-0099838-0043
7J66	1FTNE14W78DA76153	04-0099838-0043
7J66	1FTNE14W48DA82296	04-0099838-0043
7J40	3C4PDCAB2CT168637	11-0661332-0003
7J40	3C4PDCAB5CT351451	11-0661332-0003
7J40	2C4RDGBG2CR377213	11-0661332-0003
7J40	3C4PDCAB7CT351449	11-0661332-0003
7J40	2C4RDGBG8CR377216	11-0661332-0003
7J40	2C4RDGBG3CR377219	11-0661332-0003
7J40	2C4RDGBGXCR377220	11-0661332-0003
7J40	3C4PDCAB2CT351455	11-0661332-0003
7J40	3C4PDCAB9CT351453	11-0661332-0003
7J40	2C4RDGBG4CR377262	11-0661332-0003
7J40	2C4RDGBG4CR377214	11-0661332-0003
7J40	2C4RDGBG1CR377221	11-0661332-0003
7J40	3C4PDCAB4CT351456	11-0661332-0003
7J40	3C4PDCAB6CT351457	11-0661332-0003
7J40	3C4PDCABXCT351459	11-0661332-0003
7J40	2C4RDGBG3CR377236	11-0661332-0003
7J40	3C4PDCAB6CT357971	11-0661332-0003
7J40	2C4RDGBG4CR377228	11-0661332-0003
7J23	3FAHP0HA9CR384222	12-0525689-0002
7J23	3FAHP0HA4CR384225	12-0525689-0002
7J10	1FMCU9GX1DUA05971	12-0157415-0002
7J10	1FMCU9GX5DUA05973	12-0157415-0002
7J00	1FMDK05W69GA05230	11-0389561-0001
7H39	2CNALPEC3B6278954	04-0099838-0026
7H39	3D4PG4FB6AT205243	04-0099838-0026
7H39	3D4PG4FB2AT255895	04-0099838-0026
7H24	2CNALBEC7B6252604	04-0099838-0026
7H24	1FMCU0D74BKA77076	04-0099838-0026
7H24	2GNALBEK4C1188748	04-0099838-0026
7H09	1FAHP2JW9BG100143	04-0099851-0046
7H09	2D4RN4DE5AR487048	04-0099851-0046
7H09	1FTFX1EF3CFA30264	04-0099851-0046
7H09	1GCRKREA4CZ115384	04-0099851-0046
7H09	4T1BF1FK4CU582571	04-0099851-0046
7G03	5N1AL0MM1DC311476	11-0389767-0002
7G03	JN1CV6EK6CM421149	11-0389767-0002
7E59	1FTNE1EW7CDA65807	04-0099838-0069
7E48	1NKDLT9X07J998373	04-0099851-0018
7D87	JNKCV64F79M650996	05-0195144-0001
7D87	WA1CHCFE2AD008160	05-0195144-0001
7D87	JTEDC3EH3C2005657	05-0195144-0001
7D87	4JGDA5HB9CA025989	05-0195144-0001
7D87	4S4BRGGC1C3291081	05-0195144-0001
7D87	KNDMG4C33A6325895	05-0195144-0001
7D74	WBAWC33579PC87822	05-0304727-0001
7D74	WBAKF9C53CE672464	05-0304727-0001
7D52	2GNFLCEK8C6367101	04-0099851-0043
7D52	2GNFLCEK8C6357734	04-0099851-0043
7D02	3C4PDCAB1CT314512	04-0099851-0044
7D02	1C4NJTAB0CD670915	04-0099851-0044
7D02	3C4PDCAB7CT314515	04-0099851-0044
7D02	3C4PDCAB6CT351460	04-0099851-0044
7C96	5TDZK29C48S216839	04-0099838-0081
7C96	2D8HN44E09R690760	04-0099838-0081
7C72	1FTWF32R68EE21175	04-0099838-0059
7C72	4T3BK3BB9BU046587	04-0099838-0059
7C38	3FADP0L30AR212441	04-0099851-0021
7C38	3FADP0L32AR212439	04-0099851-0021
7C38	3FADP0L32AR212442	04-0099851-0021
7C38	3FADP0L36AR312821	04-0099851-0021
7C38	3FADP0L33AR312873	04-0099851-0021
7C38	JTEBC3EH6B2000443	04-0099851-0021
7C38	JTEBW3EH5A2045931	04-0099851-0021
7C38	3FADP0L35AR374954	04-0099851-0021
7C38	3FADP0L33AR374953	04-0099851-0021
7C38	3FADP0L33AR374951	04-0099851-0021
7C38	3FADP0L38AR380070	04-0099851-0021
7C38	3FADP0L31AR374952	04-0099851-0021
7C38	3FADP0L33AR380071	04-0099851-0021
7C38	3FADP0L38AR380067	04-0099851-0021
7C38	3FADP0L30BR130467	04-0099851-0021
7C38	3FADP0L37BR130479	04-0099851-0021
7C38	3FADP0L30BR130484	04-0099851-0021
7C38	1FMCU4K33BKA45713	04-0099851-0021
7C38	1FMCU4K37BKA58240	04-0099851-0021
7C38	3FADP0L37BR136010	04-0099851-0021
7C38	3FADP0L39BR136011	04-0099851-0021
7C38	1FMCU4K31BKA58251	04-0099851-0021
7C38	3FADP0L30BR142196	04-0099851-0021
7C38	3FADP0L3XBR145896	04-0099851-0021
7C38	3FADP0L30BR136012	04-0099851-0021
7C38	1FMCU4K35BKA83699	04-0099851-0021
7B96	2C4JDGAG3CR291438	10-0854136-0001
7B75	3FADF4EJ0CM195336	11-035-6268-0002

7B70	4S3BMHB66B3221083	10-0713021-0001
7B47	1FMCU0D75AKB49403	10-0456130-0001
7B29	3TMU4U4FNXBMO24399	10-0275480-0002
7B29	1FMCU9GX8DUA27224	10-0275480-0002
7B29	1FMCU9D72CKE72127	10-0275480-0002
7B21	1FMCU9G98DUA22753	10-0275021-0001
7B19	4T1BF3EK3BU166524	09-0780916-0001
7B15	JN8AZ1MW1BW154770	09-0774354-0002
7B15	1GTW7FCA7C1169749	09-0774354-0002
7B12	3D4PG4FB3AT128458	09-0662748-0001
7A96	1FTSE34L28DB36098	04-0099851-0018
7A96	WDDGF54XX8F194133	04-0099851-0018
7A96	1FTSE34L88DB40365	04-0099851-0018
7A96	1FTWF32YX8EE10509	04-0099851-0018
7A96	1FTWF32Y28EE16644	04-0099851-0018
7A96	1FTSE34L98DB40231	04-0099851-0018
7A96	1FTSE34LX8DB40366	04-0099851-0018
7A96	1FTWF32Y58EE16556	04-0099851-0018
7A96	1FTWX33YX8EE16645	04-0099851-0018
7A96	1FTSE34L08DB40232	04-0099851-0018
7A95	1FMCU0F74DUA27220	10-0277686-0002
7A57	WVWDN9AN9BE716970	04-0099851-0042
7A57	WAUBFCFL6DN007941	04-0099851-0042
7A57	3LNLH2JC0CR803177	04-0099851-0042
7A04	2FMDK3JC3DBA45875	04-0099851-0040
7A04	2FMDK3JC4DBA49661	04-0099851-0040
7A02	1J8HR48N48C222852	04-0099838-0005
7A02	2D8HN44P58R790207	04-0099838-0005
7A02	1FMCU9D78AKC92110	04-0099838-0005
7A02	2D4RN4DX9AR343472	04-0099838-0005
7817	1D8HN11H38B143945	04-0099838-0004
3M69	1FMCU9GX7DUA27229	08-0718263-0003
3M68	1FM5K7B84DGA76695	08-0718263-0003
3M65	1FM5K7D87DGA09294	08-0718263-0003
3M65	1FMCU9G98DUA22767	08-0718263-0003
3M65	1FM5K8F68DGA76696	08-0718263-0003
3M65	JN8AZ1MW9CW217616	08-0718263-0003
3M65	JN8AZ1MW5CW228581	08-0718263-0003
3M65	WAUBFCFL1DN005210	08-0718263-0003
3M62	3C4PDCCG3CT314519	07-0538471-0001
3M62	2C4RDGBG5CR395849	07-0538471-0001
3M62	3C4PDCCG7CT138106	07-0538471-0001
3M62	3C4PDCCG0CT178124	07-0538471-0001
3M62	WAUFFCFL1DN005399	07-0538471-0001
3M26	1C4NJRCB6CD690967	04-0099838-0095
3M26	1C6RD7LP2CS287354	04-0099838-0095
7817	1D8HN11H18B143944	04-0099838-0004
7725	1J4FT28A69D231219	05-0195144-0001
7725	1J4FT28A29D231220	05-0195144-0001
7725	1J4FT28A99D236365	05-0195144-0001
7725	4JGBB25E19A515577	05-0195144-0001
7725	1B3LC46B69N560871	05-0195144-0001
7725	1N4AL2AP0BC112727	05-0195144-0001
7725	1N4AL2AP0BC111402	05-0195144-0001
7725	1N4AL2AP4BC102055	05-0195144-0001
7725	JTEDC3EH0B2000849	05-0195144-0001
7725	5UXZV4C51BL412225	05-0195144-0001
7725	2D4RN4DG4BR707797	05-0195144-0001
7725	JN8AS5MT6CW260103	05-0195144-0001
7725	JN8AS5MV2CW363200	05-0195144-0001
7725	JN8AS5MT0CW257214	05-0195144-0001
7725	JN8AS5MV3CW363027	05-0195144-0001
7725	JN8AS5MT0CW263238	05-0195144-0001
7725	1N4AL2AP0CC117024	05-0195144-0001
7725	1N4AL2AP9CN465635	05-0195144-0001
7725	JN8AS5MT4CW257071	05-0195144-0001
7725	JN8AS5MV4CW359634	05-0195144-0001
7725	JN8AS5MT7CW262717	05-0195144-0001
7725	JN8AS5MT8CW262225	05-0195144-0001
7725	1N4AL2AP8CN452729	05-0195144-0001
7725	1N4AL2AP7CN474723	05-0195144-0001
7725	1N4AL2AP2CN451690	05-0195144-0001
7725	5UXZV4C5XD0B04641	05-0195144-0001
7725	JN8AS5MT5CW291293	05-0195144-0001
7725	JN8AS5MT4CW291429	05-0195144-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
07-0089609-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0535172-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0713194-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0439890-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0365917-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0138687-0004	HYPOTHÈQUE OUVERTE
06-0392617-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

09-0244455-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 05-0304727-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099838-0043 HYPOTHÈQUE OUVERTE
 11-0661332-0003 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 12-0525689-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 12-0157415-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 11-0389561-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099838-0026 HYPOTHÈQUE OUVERTE
 04-0099851-0046 HYPOTHÈQUE OUVERTE
 11-0389767-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099838-0069 HYPOTHÈQUE OUVERTE
 04-0099851-0018 HYPOTHÈQUE OUVERTE
 05-0195144-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099851-0043 HYPOTHÈQUE OUVERTE
 04-0099851-0044 HYPOTHÈQUE OUVERTE
 04-0099838-0081 HYPOTHÈQUE OUVERTE
 04-0099838-0059 HYPOTHÈQUE OUVERTE
 04-0099851-0021 HYPOTHÈQUE OUVERTE
 10-0854136-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 11-0356268-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 10-0713021-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 10-0456130-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 10-0275480-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 10-0275021-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 09-0780916-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 09-0774354-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 09-0662748-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 10-0277686-0002 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099851-0042 HYPOTHÈQUE OUVERTE
 04-0099851-0040 HYPOTHÈQUE OUVERTE
 04-0099838-0005 HYPOTHÈQUE OUVERTE
 04-0099838-0004 HYPOTHÈQUE OUVERTE
 08-0718263-0003 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 07-0538471-0001 DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
 04-0099838-0095 HYPOTHÈQUE OUVERTE

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-07-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
 HOLMAN CANADA GP III COMPANY.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
12-0801646-0001	2012-09-28 11:32
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

17-0224153-0050	2017-03-14 10:45	Radiation quant à	07-0089609-0003
18-0250822-0027	2018-03-16 10:45	Radiation quant à	08-0718263-0001
18-0250822-0028	2018-03-16 10:45	Radiation quant à	08-0718263-0002
18-0250822-0029	2018-03-16 10:45	Radiation quant à	08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0511708-0001	2012-06-27 09:00

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
--------	--------

12-0431025-0001	Assignment of Rights
-----------------	----------------------

12-0464957-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
-----------------	--

Objet de la rectification :

The following registration number should also appear under the heading "Référence à l'inscription visée" of the assignment of rights registered under number 12-0431025-0001:

12-0464957-0001

and the following should also appear under the heading "Biens":

LESSEE	VIN NO.	REG#
7J54	1GC0CVCG0CF203999	12-0464957-0001
7J54	1GC0CVCG3CF203625	12-0464957-0001
7J54	1GC0CVCG4CF203763	12-0464957-0001

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0431025-0001	2012-05-31 10:51

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
3M26	1C6RD7LP0CS266048	04-0099838-0095
3M26	1C6RD7LP1CS256130	04-0099838-0095
3M26	1C6RD7LP3CS256128	04-0099838-0095
3M26	1C6RD7LP4CS266053	04-0099838-0095
3M26	1C6RD7LP5CS256129	04-0099838-0095
3M26	1C6RD7LP9CS266050	04-0099838-0095
3M62	2C4RDGBG6CR309366	07-0538471-0001
3M62	2C4RDGBG8CR309367	07-0538471-0001
3M62	2C4RDGBG8CR317551	07-0538471-0001
3M62	2C4RDGBGXCR309368	07-0538471-0001
3M62	3C4PDCCG1CT262288	07-0538471-0001
3M62	3C4PDCCG1CT309741	07-0538471-0001
3M62	3C4PDCCG4CT312049	07-0538471-0001
3M65	1FM5K7B82DGA15233	08-0718263-0003
3M65	1FM5K7D83DGA09292	08-0718263-0003
3M65	2FMDK3JC5DBA11209	08-0718263-0003
3M69	1FM5K7B80DGA22925	08-0718263-0003
7674	2GNALBEK2C6306038	04-0099838-0060
7674	2GNALBEK4C6308289	04-0099838-0060
7674	3C4PDCCG7CT292735	04-0099838-0060
7725	1N4AL2AP1CN538688	05-0195144-0001
7725	1N4AL2AP3CN440147	05-0195144-0001
7725	1N4AL2AP6CN422001	05-0195144-0001
7725	1N4AL2AP7CN528352	05-0195144-0001
7725	JN8AA5MT4CW272721	05-0195144-0001
7725	JN8AS5MT0CW282906	05-0195144-0001
7725	JN8AS5MT1CW284454	05-0195144-0001
7725	JN8AS5MT1CW289492	05-0195144-0001
7725	JN8AS5MT2CW282342	05-0195144-0001
7725	JN8AS5MT2CW290831	05-0195144-0001
7725	JN8AS5MT3CW277294	05-0195144-0001
7725	JN8AS5MT4CW289437	05-0195144-0001
7725	JN8AS5MT5CW290645	05-0195144-0001
7725	JN8AS5MT6CW276950	05-0195144-0001
7725	JN8AS5MT6CW283607	05-0195144-0001

7725	JN8AS5MT7CW282952	05-0195144-0001
7725	JN8AS5MT7CW288220	05-0195144-0001
7725	JN8AS5MT7CW289500	05-0195144-0001
7725	JN8AS5MT8CW285231	05-0195144-0001
7725	JN8AS5MT8CW291398	05-0195144-0001
7725	JN8AS5MT9CW273329	05-0195144-0001
7725	JN8AS5MT9CW278210	05-0195144-0001
7725	JN8AS5MT9CW285304	05-0195144-0001
7725	JN8AS5MV6CW400135	05-0195144-0001
7725	WA1VFCFP2CA100491	05-0195144-0001
7803	1FM5K8D81DGA22922	04-0104151-0015
7977	2GNALDEK3C6323474	04-0099851-0019
7A02	2FMGK5C87DBD00965	04-0099838-0005
7A04	2FMDK3JC1DBA11210	04-0099851-0040
7A04	2FMDK3JC3DBA11211	04-0099851-0040
7A04	2FMDK3JC8DBA11205	04-0099851-0040
7A04	3FADP4CJ8CML27661	04-0099851-0040
7A57	WALLFCFP2CA087619	04-0099851-0042
7A57	WAUFFCFL7CA118778	04-0099851-0042
7A80	1VWBM7A38CC068108	04-0104151-0003
7A96	1FT8X3D64CEB93954	04-0099851-0018
7A96	1FT8X3D69CEB70900	04-0099851-0018
7A96	1FT8X3DT3CEB97645	04-0099851-0018
7A96	1FTFX1EF7CFB46678	04-0099851-0018
7A96	1FTSE3EL2CDA91784	04-0099851-0018
7A96	1FTSE3EL4CDA91785	04-0099851-0018
7A96	1HTJGTJT2CJ048935	04-0099851-0018
7B12	1C3CCBABL1CN256255	09-0662748-0001
7B12	3C4PDCAB1CT319726	09-0662748-0001
7B12	3C4PDCAB5CT319728	09-0662748-0001
7B12	3C4PDCAB5CT332611	09-0662748-0001
7B12	3C4PDCAB6CT319754	09-0662748-0001
7B12	3C4PDCAB6CT321522	09-0662748-0001
7B12	3C4PDCAB7CT319729	09-0662748-0001
7B12	3C4PDCAB8CT321523	09-0662748-0001
7B12	3C4PDCABXCT319725	09-0662748-0001
7B12	YV4952CZ2D1635829	09-0662748-0001
7B15	2GKFLREK9C6327237	09-0774354-0002
7B21	2FMDK3GC4DBA15419	10-0275021-0001
7B22	2FMDK4JC3DBA15765	10-0219795-0001
7B47	1FMCU0D73CKB96383	10-0456130-0001
7B48	1FM5K8B81DGA34796	04-0099851-0010
7B50	1N4AA5AP4CC819290	11-0661332-0002
7B75	1FTFW1ET5CFB66436	11-0356268-0002
7B78	1C4NJRAB2CD569789	10-0800155-0007
7B78	1C4NJRABXCD607995	10-0800155-0007
7B78	1C4SDJET3CC285883	10-0800155-0007
7B78	1C4SDJET4CC291806	10-0800155-0007
7B78	1FMCU0D76CKB08054	10-0800155-0007
7B78	2GNFLNEK6C6106724	10-0800155-0007
7B78	3FAHP0JA7AR125896	10-0800155-0007
7B78	3GYFNEE35C8596127	10-0800155-0007
7B78	3VW467AJ1CML29217	10-0800155-0007
7B78	3VWDL7AJ5CM352370	10-0800155-0007
7B78	4JGDA2EB1CA039078	10-0800155-0007
7B78	4S3BMHB6XC3017467	10-0800155-0007
7B78	4S3BP616297324453	10-0800155-0007
7B78	4S4BRGMC6C3271106	10-0800155-0007
7B78	4S4BRJMCXC2265859	10-0800155-0007
7B78	5FNYP4H58CB503371	10-0800155-0007
7B78	5J8TB4H54DL800515	10-0800155-0007
7B78	5UXWX9C51DL874104	10-0800155-0007
7B78	5UXWX9C58DL873791	10-0800155-0007
7B78	5UXWX9C5XDL874201	10-0800155-0007
7B78	JM1CR293880316365	10-0800155-0007
7B78	JTHBJ46G992310813	10-0800155-0007
7B78	WAUBFCFL7CA115779	10-0800155-0007
7B78	WAUMFCFM3CA102349	10-0800155-0007
7B78	WBAVL1C51CVR80577	10-0800155-0007
7B78	WBAVL1C55CVR78993	10-0800155-0007
7B78	WBAVL1C57CVR80776	10-0800155-0007
7B78	WBAVL1C59CVR80858	10-0800155-0007
7B78	WDCGG8HB4CF897026	10-0800155-0007
7B78	YV1902FH3C2132074	10-0800155-0007
7B96	2C4JDGAG0CR262513	10-0854136-0001
7B96	2C4JDGAG0CR291431	10-0854136-0001
7B96	2C4JDGAG1CR291437	10-0854136-0001
7B96	2C4JDGAG4CR291433	10-0854136-0001
7B96	3FAHP0HA9CR208450	10-0854136-0001
7C12	4S4BRGGC8C3212375	04-0311264-0004
7C12	4S4BRGGC9C3256174	04-0311264-0004
7C26	JH4CU2F6XBC800586	07-0387386-0002
7C72	1FTSE3EL0CDA46004	04-0099838-0059
7C72	1FTSE3EL9CDA46003	04-0099838-0059
7C93	1FMCU9D76CKB72714	09-0326120-0003
7D02	3C4PDCCG3CT272398	04-0099851-0044
7D02	3C4PDCCG3CT292733	04-0099851-0044
7D02	3C4PDDFG3CT316496	04-0099851-0044
7D02	WAU2GCFC6CN142073	04-0099851-0044
7D52	2GNFLCER6C6245935	04-0099851-0043
7D52	3FAHP0JA6CR323808	04-0099851-0043
7D74	5PNRL3H5XAB502503	05-0304727-0001

7D75	3FADP0L35CR292760	04-0099838-0016
7D87	4S4BRHBC7B3323981	05-0195144-0001
7D89	1FAHP2H89DGL10973	08-0385604-0001
7E48	1FT8X3DT6CEB88115	04-0099851-0018
7E48	1FTBF2B63CEB93952	04-0099851-0018
7E48	1FTRF3D63CEB93953	04-0099851-0018
7G03	2FMGK5BC0CBD21452	11-0389767-0002
7G03	2FMGK5BC3CBD21557	11-0389767-0002
7H09	1FAHP2H83EG101346	04-0099851-0046
7H09	1GCOVCVCG1CF214574	04-0099851-0046
7H09	3FAHP0HA2CR330048	04-0099851-0046
7H09	4T1BFLFK9CU554723	04-0099851-0046
7H09	5TFUU4ENXCX037666	04-0099851-0046
7J00	1FMCU9D72CKE72595	11-0389561-0001
7J10	1G1ZC5EU3CF284242	12-0157415-0002
7K04	2C4RDGGBGXR103922	04-0099851-0021
7K23	2C4RDGGBG5CR332511	05-0304727-0001
7K23	2C4RDGGBG4CR349166	05-0304727-0001
7K23	2C4RDGGBG5CR322767	05-0304727-0001
7K23	YV4902D24C2294777	05-0304727-0001
7K86	2GNFLCEK1C6127209	06-0392617-0004
7K86	2GNFLCEK9C6328372	06-0392617-0004
7K86	4S4BRGGC4C3255885	06-0392617-0004
7K86	JN8AS5MV1CW400091	06-0392617-0004
7K86	WAUAFCL8CA118251	06-0392617-0004
7K86	WAUKFCFLXCA113184	06-0392617-0004
7K86	WAUMFCFMOCA135339	06-0392617-0004
7M93	5J8TB4H34DL800738	09-0028497-0001
7M93	SALVR2BG8CH648850	09-0028497-0001
7R15	3C4PDDFG5CT257290	07-0089609-0002
7R48	1FM5K8B85DGA34784	04-0099851-0010
7R48	1FM5K8B89DGA34786	04-0099851-0010
7R48	2C4RC1BGXCR337221	04-0099851-0010
7R48	2C4RDGGBG3CR332507	04-0099851-0010
7R48	2C4RDGGBG8CR336620	04-0099851-0010
7R48	2FMDK3G95DBA24067	04-0099851-0010
7R48	2FMDK3J91DBA24074	04-0099851-0010
7R48	2FMDK3J95DBA24076	04-0099851-0010
7R49	1FM5K8B87DGA34785	04-0099851-0010
7R49	1FM5K8B8XDGA34800	04-0099851-0010
7R68	2FMDK4JC4DBA15418	08-0231190-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0099838-0095	HYPOTHÈQUE OUVERTE
07-0538471-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0718263-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0060	HYPOTHÈQUE OUVERTE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0104151-0015	HYPOTHÈQUE OUVERTE
04-0099851-0019	HYPOTHÈQUE OUVERTE
04-0099838-0005	HYPOTHÈQUE OUVERTE
04-0099851-0040	HYPOTHÈQUE OUVERTE
04-0099851-0042	HYPOTHÈQUE OUVERTE
04-0104151-0003	HYPOTHÈQUE OUVERTE
04-0099851-0018	HYPOTHÈQUE OUVERTE
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0774354-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275021-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0219795-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0456130-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0010	HYPOTHÈQUE OUVERTE
11-0661332-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0356268-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0311264-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0387386-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0059	HYPOTHÈQUE OUVERTE
09-0326120-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099851-0043	HYPOTHÈQUE OUVERTE
05-0304727-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0016	HYPOTHÈQUE OUVERTE
08-0385604-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0046	HYPOTHÈQUE OUVERTE
11-0389561-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099851-0021	HYPOTHÈQUE OUVERTE
06-0392617-0004	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0231190-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-05-31

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
12-0511708-0001	2012-06-27 09:00
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

17-0769762-0016	2017-07-24 09:30	Radiation quant à	07-0387386-0002
18-0250822-0024	2018-03-16 10:45	Radiation quant à	08-0231190-0001
18-0250822-0026	2018-03-16 10:45	Radiation quant à	08-0385604-0001
18-0250822-0029	2018-03-16 10:45	Radiation quant à	08-0718263-0003

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0291068-0001	2012-04-19 09:02

CESSION D'UNE UNIVERSALITÉ DE CRÉANCES

PARTIES

Cédant

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, Ontario L5C 4P4

Cessionnaire

HOLMAN CANADA LIMITED PARTNERSHIP IV

4001 Leadenhall Road, Mt Laurel, NJ 08054, USA

Représenté par : HOLMAN CANADA GP IV COMPANY

En qualité de : General Partner

BIENS

The universality of each and every Québec Receivable arising under a Contract, the Obligor of which is domiciled in the Province of Québec or which is the subject of a global lease registration in favour of the Seller made at the Québec Register, relating to a Motor Vehicle which has been assigned by the Seller to the Purchaser pursuant to the Québec Assignment Agreement and which assignment has been registered at the Québec Register under the number 12-0286868-0001 (the "Assignment of Rights Registration").

The following terms will have the following meanings:

"Contract" means with respect to any Québec Receivable in respect of a Motor Vehicle, any and all contracts, instruments, agreements, leases, leasing contracts, lease schedules, invoices, notes, or other writings pursuant to which such Québec Receivable arises or which evidence such Québec Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Québec Receivable;

"Managing Agent" has the meaning ascribed thereto in the Master Sales Agreement;

"Master Sales Agreement" means that certain Master Sales Agreement, dated as of August 4, 2011, between the Purchaser and the Seller;

"Motor Vehicle" means each related new or used automobile or medium or heavy duty commercial vehicle and any accompanying trailer, or any other type of vehicle agreed in writing to by the parties and each Managing Agent or any other equipment or accessories which are attached to an automobile or vehicle referenced in this definition, in each case, the vehicle identification number in respect of which is listed in Schedule A to the Assignment of Rights Registration;

"Obligor" means, with respect to any Québec Receivable, any person obligated to make payments in respect of such Québec Receivable pursuant to a Contract;

"Purchaser" means Holman Canada Limited Partnership IV represented by its general partner Holman Canada GP IV Company and includes their respective successors and assigns;

"Québec Assignment Agreement" means that certain Québec Assignment between the Purchaser and the Seller dated as of March 31, 2012;

"Québec Receivable" means each and every Receivable arising under a Contract, the Obligor of which is domiciled in the Province of Québec or which is the subject of a global lease registration in favour of the Seller made at the Québec Register, relating to a Motor Vehicle and "Québec Receivables" means the universality of such Receivables;

"Québec Register" means the Register of Personal and Movable Real Rights for the Province of Québec;

"Receivable" means any indebtedness or other obligations owed or any right to payment from or on behalf of an Obligor, in respect of the lease or rental of any Motor Vehicle under a Contract, including any scheduled lease, rental or other payment under such Contract, or any right to reimbursement for funds paid or advanced on behalf of an Obligor under such Contract, whether constituting an account, chattel paper, instrument or intangible or incorporeal (whether or not earned by performance), together with all supplemental or additional payments required by the terms of such Contract, including all administrative and other fees, costs, charges and expenses billed to the applicable Obligor in accordance with the Seller's customary practice and the obligation to pay any finance charges, fees and other charges with respect thereto, but excluding any Sales Taxes, insurance or maintenance payable by such Obligor;

"Sales Taxes" has the meaning ascribed thereto in the Master Sales Agreement; and

"Seller" means ARI Financial Services Inc. and includes its successors and assigns.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
12-0286868-0001	Cession de droits

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-03-31

Autres mentions :

Pursuant to the Master Sales Agreement, the Purchaser has granted to the Seller a power of attorney and mandate for the purposes of executing, on behalf of the Purchaser, any and all acquittances, mainlevées, radiations, reductions, retrocessions and all other documents for the purposes of discharging, releasing, reassigning, retroceding, waiving or subordinating any reservation of title, hypothec, lease, rights of ownership under a lease contract (crédit-bail), security interest, charge in respect of accounts receivable and any other personal or real right which may from time to time be registered in the Province of Québec under the name of the Seller or any affiliate, and more particularly, at the Québec Register, including endorsing the Purchaser's name on any consents, filings, registrations or other documents in furtherance thereof.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
12-0286868-0001	2012-04-18 10:55

Cession de droits

PARTIES

Cédant

ARI FINANCIAL SERVICES INC.

1270 Centzal Parkway West, Suite 600, Mississauga, Ontario L5C 4P4

Cessionnaire

HOLMAN CANADA LIMITED PARTNERSHIP IV

4001 Leadenhall Road, Mt Laurel, NJ 08054, USA

Représenté par : HOLMAN CANADA GP IV COMPANY

En qualité de : General Partner

BIENS

The universality of all of the Seller's right, title and interest in and to all security interests, hypothecs, lease rights, reservations of ownership and other Related Security enumerated in Section 25 hereof (Référence à l'inscription visée au Registre des droits personnels et réels mobiliers) but only insofar as such security interests, hypothecs, lease rights, reservations of ownership and other Related Security relate to the Motor Vehicles having the vehicle identification numbers listed in Schedule A hereto.

The following terms have the following meanings:

"Collection Account" has the meaning ascribed thereto in the Master Sales Agreement;

"Collections" means, (a) with respect to each Québec Receivable, all cash collections and other cash proceeds of such Québec Receivable, including all (i) scheduled lease or rental payments and any applicable late fees, in any such case, received and collected on such Québec Receivable, (ii) proceeds received by virtue of the liquidation of such Québec Receivable and/or any related Motor Vehicle, net of reasonable expenses incurred in connection with such liquidation, (iii) proceeds received (net of any such proceeds which are required by Law to be paid to the related Obligor) under any damage, casualty or other insurance policy with respect to such Québec Receivable and any related Motor Vehicle, (iv) other proceeds, including Recoveries, relating to such Québec Receivable and the related Motor Vehicle, (v) any proceeds of the Related Security with respect to such Québec Receivable and (vi) any repurchase payment received with respect to such Québec Receivable pursuant to any applicable recourse obligation of the Servicer or Seller under the Québec Assignment Agreement or any other Transaction Document and all Deemed Collections with respect to such Québec Receivable, but excluding in all cases Sales Taxes, and (b) all proceeds received under any Hedging Arrangements;

"Contract" means with respect to any Québec Receivable in respect of a Motor Vehicle, any and all contracts, instruments, agreements, leases, leasing contracts, lease schedules, invoices, notes, or other writings pursuant to which such Québec Receivable arises or which evidence such Québec Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Québec Receivable;

"Contract File" means, with respect to each Contract, the fully executed original of such Contract (including all documents, notes, instruments and/or records evidencing such Contract and the related payment obligation of the Obligor);

"Deemed Collections" has the meaning ascribed thereto in the Master Sales Agreement;

"Hedging Arrangement" has the meaning ascribed thereto in the Master Sales Agreement;

"Law" has the meaning ascribed thereto in the Master Sales Agreement;

"Master Sales Agreement" means the Master Sales Agreement dated August 4, 2011, between the parties hereto;

"Motor Vehicle" means each related new or used automobile or medium or heavy duty commercial vehicle and any accompanying trailer, or any other type of vehicle agreed in writing to by the parties and each Managing Agent or any other equipment or accessories which are attached to an automobile or vehicle referenced in this definition, in each case, the vehicle identification number in respect of which is listed in Schedule A;

"Obligor" means, with respect to any Québec Receivable, any person obligated to make payments in respect of such Québec Receivable pursuant to a Contract;

"Purchaser" means Holman Canada Limited Partnership IV represented by its general partner Holman Canada GP IV Company and includes their respective successors and assigns;

"Québec Assignment Agreement" means the Québec Assignment dated March 31, 2012 between the parties hereto;

"Québec Conveyed Assets" means, with respect to each Motor Vehicle:

- (a) the related Québec Receivable;
- (b) all Collections and amounts due on or which become due after the close of business of the Seller on March 31, 2012;
- (c) the related Contract and all books and records and all other items described in the Contract File to the extent related to the relevant Motor Vehicle and related Québec Receivable;
- (d) all of the Seller's right, title and interest in and to such Motor Vehicle (including the Seller's security interest, hypothec, lease rights or reservation of ownership therein, as applicable);
- (e) all other Related Security relating to the relevant Motor Vehicle and related Québec Receivable (including the rights, if any, of the Seller in and to the Collection Account and all other accounts into which Collections thereon may be deposited); and
- (f) all proceeds of the foregoing.

"Québec Receivable" means each and every Receivable arising under a Contract, the Obligor of which is domiciled in the Province of Québec or which is the subject of a global lease registration in favour of the Seller made at the Québec Register, relating to a Motor Vehicle and "Québec Receivables" means the universality of such Receivables;

"Québec Register" means the Register of Personal and Movable Real Rights for the Province of Québec;

"Receivable" means any indebtedness or other obligations owed or any right to payment from or on behalf of an Obligor, in respect of the lease or rental of any Motor Vehicle under a Contract, including any scheduled lease, rental or other payment under such Contract, or any right to reimbursement for funds paid or advanced on behalf of an Obligor under such Contract, whether constituting an account, chattel paper, instrument or intangible or incorporeal (whether or not earned by performance), together with all supplemental or additional payments required by the terms of such Contract, including all administrative and other fees, costs, charges and expenses billed to the applicable Obligor in accordance with the Seller's customary practice and the obligation to pay any finance charges, fees and other charges with respect thereto, but excluding any Sales Taxes, insurance or maintenance payable by such Obligor;

"Records" means all Contracts and other documents, purchase orders, invoices, agreements, books, records and any other media, materials or devices for the storage of information (including tapes, disks, punch cards, computer programs and databases and related property) maintained by the Purchaser, the Seller or the Servicer with respect to the Motor Vehicle and related Québec Receivables, any other Québec Conveyed Assets or the Obligors to the extent applicable to the Motor Vehicles and related Québec Receivables, other Québec Conveyed Assets or Obligors;

"Recoveries" has the meaning ascribed thereto in the Master Sales Agreement;

"Related Security" means with respect to any Motor Vehicle:

- (a) all rights and benefits accruing to the Seller or the Purchaser under (i) such Motor Vehicle or related Québec Receivable, and (ii) without duplication, the related Contract to the extent related to such Motor Vehicle or related Québec Receivable;
- (b) all lease rights, security interests, liens and other encumbrances in any property (including any Motor Vehicle) mortgaged, pledged or assigned by the related Obligor or any other person from time to time

to secure payment of performance of such Motor Vehicle and related Québec Receivable, whether pursuant to the related Contract or otherwise, including the lease rights in respect of Motor Vehicles which are listed in Schedule A and are the objects of registrations at the Québec Register, the registration numbers of which are also listed in Schedule A;

(c) all security deposits, all prepayments made by the related Obligor and all guarantees, indemnities, warranties, letters of credit, insurance policies and proceeds and premium refunds thereof and other agreements or arrangements of whatever character from time to time supporting or securing payment or performance of a Québec Receivable which arises from the lease or rental of any Motor Vehicle, whether pursuant to the related Contract or otherwise;

(d) all of the Seller's or the Purchaser's right, title and interest in, to and under any Motor Vehicle, the lease or rental of which gave rise to a Québec Receivable, including all proceeds from any sale or other disposition of such Motor Vehicle;

(e) all Records (including all items included in the Contract File with respect thereto) related to such Motor Vehicle and the related Québec Receivable;

(f) all Collections with respect to such Motor Vehicle and the related Québec Receivable and all of the Seller's or the Purchaser's right, title and interest in and to any deposit or other account (including the Collection Account) into which such Collections may be deposited or received; and

(g) all proceeds of or relating to the foregoing, including any payment respecting indemnity or compensation for loss or damage to any of the foregoing;

"Sales Taxes" has the meaning ascribed thereto in the Master Sales Agreement;

"Seller" means ARI Financial Services Inc. and includes its successors and assigns;

"Servicer" has the meaning ascribed to it in the Master Sales Agreement; and

"Transaction Document" has the meaning ascribed thereto in the Master Sales Agreement.

SCHEDULE A

LESSEE	REGISTRATION NUMBER	SERIAL NUMBER
7A02	04-0099838-0005	1FTFW1ET5CFA48970
7H23	04-0099838-0026	2C4RDGAG3CR217830
7H24		1C4NJDCEB9CD584127
7H39		3C4PDCAB5CT238082
7674	04-0099838-0060	1FMCU9DG6CKB884636
7H81	04-0099838-0074	1VVAH7A39CC046957
7931	04-0099851-0005	2C4RDGBG1CR246743
		3C4PDCCG1CT254742
		3C4PDCCG3CT254743
7A96	04-0099851-0018	1FT8X3D66CEB19659
		1FT8X3D62CEB26253
		1FT8X3D60CEB26252
		1FT8X3D6XCEB34441
		1FTSE3EL5CDA46001
		1FT8X3D68CEB34888
		1FT8X3C62CEB34886
		1FTFX1EF6CFA75408
7977	04-0099851-0019	2C4RDGBG0CR246717
7A04	04-0099851-0040	3GYFNAE30CS549564
		3FAHP0HA8CR286170
7A57	04-0099851-0042	1C4RJFCG6CC238096
		4S3BMGG60C3025578
		1FMCU9DG1CKB72605
7D02	04-0099851-0044	2C4RDGBG5CR234532
		2C4RDGBG1CR246712
		2C3CCAFJ6CH800980
		2C4RDGBG7CR246522
7M10	04-0138687-0006	3FAHP0HA1CR271400
7725	05-0195144-0001	JN8AS5MT1CW272272
		5UXWX5C54CL724382
7D87		2C4RC1GG0CR226282
		1C4RJFCG3CC241649
		5UXZV4C55CL764659
7D74	05-0304727-0001	1C4RJFBGXCC218080
7709	08-0385604-0002	1FMHK8D8XCGA87389
7M93	09-0028497-0001	2LMDJ8JK7CBL15703
7B12	09-0662748-0001	3C4PDCAB2CT238721
		YV4952D27C2268286
7K80	09-0662836-0001	1GCWGGCA8C1106584
7B29	10-0275480-0002	5TFMU4FN4CX005648
		2C4RDGBG1CR246726
		5TFMU4FN2CX004580
		5TFMU4FN7CX005059

7B78	10-0800155-0007	3TMMU4FN3CM041594 WALFCFP2CA072604 1C4RJFAG8CC217026 YV4952DZ4C2287152 5TDDK3DC7CS037968 3C4PDDFGXCT239626 3C4PDCABSCT241127 WAUDFCFL3CA111639 5UXWX7C51CL975033 3C4PDDFG1CT257285 5UXWX5C56CL725128 WAUDFCFL6CN019840 WALFCFP2CA073042 1C4RJFAG0CC238095 YV1902FH1C2123535 1C4RJFCG8CC229917 WAUSFBFR5CA025075 YV4952DZ2C2309147 JN1CV6AR6CM678590 WBAVL1C5XCVR78648 YV1622FS9C2126479 WALVFCFP4CA079529 3C4PDCCGXCT159113 4T1BK1FK1CU006772 1VWBN7A39CC004320 5J6RM4H7XCL801455 JN8AS5MT3CW271608 3C4PDCAB1CT198843 4JGDA2EB7CA041630 2T2BR1BA2CC136053 JN8AS5MT8CW278599 WDCGG8HBXAF308705 WP1AA2A20CLA06718 2M5921092D1131445 2M5921094D1131446 4V4M19DF9DN568228 4V4M19DF0DN568229 3FAHP0HA8CR189003 1N4AL2APXCN496912 JN8AS5MVXCW387373 1FMCU9D73CKB72587 2FMGK5BC2CBD21436 2FMGK5BC6CBD21469 2FMGK5BC5CBD21463 2FMGK5BC3CBD21462 2FMGK5BC3CBD21459 2FMGK5BC1CBD21461 2FMGK5BCXCBD21460 WDDGF8BB9CA605679 1FMCU9DG8CKB72634 2G4GN5EK1C9165780 3FAHP0CG6CR286437
7B94	10-0854136-0001	
7B96		
7J00	11-0389561-0001	
7G03	11-0389767-0002	
7B93	11-0531272-0001	
7J10	12-0157415-0002	
7B88	In Process	

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0099838-0005	HYPOTHÈQUE OUVERTE
04-0099838-0026	HYPOTHÈQUE OUVERTE
04-0099838-0060	HYPOTHÈQUE OUVERTE
04-0099838-0074	HYPOTHÈQUE OUVERTE
04-0099851-0005	HYPOTHÈQUE OUVERTE
04-0099851-0018	HYPOTHÈQUE OUVERTE
04-0099851-0019	HYPOTHÈQUE OUVERTE
04-0099851-0040	HYPOTHÈQUE OUVERTE
04-0099851-0042	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0138687-0006	HYPOTHÈQUE OUVERTE
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0304727-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0385604-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0028497-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662836-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275480-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389561-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0531272-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
12-0157415-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-03-31

Autres mentions :

Pursuant to the Master Sales Agreement, the Purchaser has granted to the Seller a power of attorney and mandate for the purposes of executing, on behalf of the Purchaser, any and all acquittances, mainlevées, radiations, reductions, retrocessions and all other documents for the purposes of discharging, releasing, reassigning,

retroceding, waiving or subordinating any reservation of title, hypothec, lease, rights of ownership under a lease contract (crédit-bail), security interest, charge in respect of accounts receivable and any other personal or real right which may from time to time be registered in the Province of Québec under the name of the Seller or any affiliate, and more particularly, at the Québec Register, including endorsing the Purchaser's name on any consents, filings, registrations or other documents in furtherance thereof.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
12-0291068-0001 CESSION D'UNE UNIVERSALITÉ DE CRÉANCES	2012-04-19 09:02
Inscriptions de radiation - Quant à l'inscription visée	
18-0882670-0010	2018-08-10 13:15 Radiation quant à 08-0385604-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE
12-0243180-0001 2012-04-03 14:37

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7604	1FMCU9DG3CKB84769	09-0326120-0006
7725	JN8AS5MT5CW278303	05-0195144-0001
7A80	JM3TB3DA7C0348918	04-0104151-0003
7A96	1FTFX1EF8CFA76351	04-0099851-0018
7A96	1FT8X3C60CEB34885	04-0099851-0018
7B10	4S4BRJGCXC2233599	09-0326120-0001
7B29	3TMMU4FN4CM042317	10-0275480-0002
7B78	5GAKVCE0CJ260602	10-0800155-0007
7B78	1C4RJFBG5CC263749	10-0800155-0007
7B78	4S4BRJMC4C2249463	10-0800155-0007
7B78	5J8TB1H58CA800414	10-0800155-0007
7B78	YV1902FH1C2086101	10-0800155-0007
7B78	JN8AS5MT5CW279368	10-0800155-0007
7B78	JN8AS5MT8CW272110	10-0800155-0007
7B78	WDCGG8HB1CF795439	10-0800155-0007
7B78	1FMCU0D78CKA86235	10-0800155-0007
7B78	3VWPL7AJ0CM642190	10-0800155-0007
7B78	1C4RJFCT7CC217027	10-0800155-0007
7B78	5J6RE48739L801481	10-0800155-0007
7B78	JA4LS21WX92602252	10-0800155-0007
7B78	5FN9YF48519B503415	10-0800155-0007
7B78	5FNRL38659B503577	10-0800155-0007
7B78	1A8HW58T69F705854	10-0800155-0007
7B78	4S4WX91D494406795	10-0800155-0007
7B78	WA1KK68R09A017892	10-0800155-0007
7B78	WA1KK68R69A018898	10-0800155-0007
7B78	3VWHM31K98M121267	10-0800155-0007
7B78	WDDGF81X39F324602	10-0800155-0007
7B78	1N4AA51E99C840403	10-0800155-0007
7B78	WDDGF85X38F144285	10-0800155-0007
7B78	JTMBK35V585044308	10-0800155-0007
7B78	KH8NU73C18U050124	10-0800155-0007
7B78	4T1BF3EK9AU050789	10-0800155-0007
7B78	WBANV13529C154156	10-0800155-0007
7B78	3VWKL7AJ2AM654641	10-0800155-0007

7B78	3VWKL7A13AM655443	10-0800155-0007
7B78	JNKCV61F89M357192	10-0800155-0007
7B78	4T1BB46K18U062512	10-0800155-0007
7B78	WVWHV71K78W092763	10-0800155-0007
7B78	JTHBJ46G892293874	10-0800155-0007
7B78	4T1BK3EK1AU596854	10-0800155-0007
7B93	1FTNE2EL6BDA30315	10-0854136-0001
7C32	1FMCU9DG4CKC20727	04-0098316-0003
7D02	1C4NJDABXCD606624	04-0099851-0044
7G03	2FMGK5BCOCBD21466	11-0389767-0002
7G03	2FMGK5BC6CED19169	11-0389767-0002
7G03	2FMGK5BC9CED21465	11-0389767-0002
7J00	2C4RDGGB6CR290318	11-0389561-0001
7M47	NM0LS7BN3BT070177	05-0494339-0008
7R36	2GNALBEK3C6275110	04-0099838-0026
7R36	2GNALBEK5C6280910	04-0099838-0026
7R81	1FTFW1ET7CFA48971	08-0718263-0002
7R81	1FTFW1ET9CFA48969	08-0718263-0002
7R88	2GNFLEEK2C6256930	09-0041352-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
09-0326120-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0195144-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0104151-0003	HYPOTHÈQUE OUVERTE
04-0099851-0018	HYPOTHÈQUE OUVERTE
09-0326120-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275480-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0800155-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0098316-0003	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389561-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0494339-0008	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0099838-0026	HYPOTHÈQUE OUVERTE
08-0718263-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0041352-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-03-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0250822-0028 2018-03-16 10:45 Radiation quant à 08-0718263-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
11-0628825-0001	2011-08-18 09:00

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7B53	2FMDK3JC7BBB16119	11-0597482-0001
7B85	2C3CK6CT3BH568987	11-0531272-0001
7B93	1FTNE1EL3BDA88764	10-0854136-0001
7B93	1FTNE1EL5BDA88765	10-0854136-0001
7B93	1FTNE2EL4BDA93266	10-0854136-0001
7B93	1FTNE2EL6BDA93267	10-0854136-0001
7B93	1FTNE2EL8BDA93268	10-0854136-0001
7B93	1FTNE2EL0BDA97380	10-0854136-0001
7J06	1FDSE3FLXBDA80668	11-0597699-0001
7J06	1FDSE3FL1BDA80669	11-0597699-0001
7J06	1FDSE3FLXBDA65264	11-0597699-0001
7G03	1FMCU9EG7BKC39401	11-0389767-0002
7G03	2FMDK3JC5BBB22257	11-0389767-0002
7G03	1FMCU9EG5BKC39400	11-0389767-0002
7J00	JF2SHCBC2BH741623	11-0389561-0001
7J00	2FMDK3JC7BBA90038	11-0389561-0001
7J00	1FMCU9D7XKBK61617	11-0389561-0001
7B75	WA1VFCFP8EA088393	11-0356268-0002
7B96	3FAHP0HA3BR253804	10-0854136-0001
7B96	3FAHP0HA0BR150999	10-0854136-0001
7B68	1FT7W2B62BEC72226	10-0456130-0001
7B68	1FT7W2B62BEC82853	10-0456130-0001
7B15	1GTN2TEA5BZ265322	10-0275021-0001
7B15	2CTFLREC0B6403905	10-0275021-0001
7M93	5UXWX5C58BL705056	09-0774354-0001
7M93	WDDGF8HB0BA520848	09-0774354-0001
7M93	2T2BK1BA8BC092803	09-0774354-0001
7D02	3D4PH6FG0ET524143	09-0662748-0001
7D02	2C3CA5CG3BH568844	09-0662748-0001
7D02	2D4RN4DG7BR737635	09-0662748-0001
7D02	1B3BD1FG6BN551936	09-0662748-0001
7D02	2D4RN4DG5BR719621	09-0662748-0001
7977	2CNALDEC6B6438632	09-0326120-0001
7977	1FAHP2DW1EG175883	09-0326120-0001
7R48	1FMCU9D72BKC33314	08-0385604-0002
7R48	2D4RN4DG7BR737618	08-0385604-0002

7R48	2D4RN4DG1BR737825	08-0385604-0002
7R48	1J4RR5GG6EC680169	08-0385604-0002
7R48	5TDDK3EHXBS082153	08-0385604-0002
7B78	2A4RR8DG7BR733412	08-0231190-0001
7B78	4S3BMBH68B3250326	08-0231190-0001
7B78	WALLGCFE0BD008988	08-0231190-0001
7B78	JN8AS5MV9EW294178	08-0231190-0001
7B78	YV1902FHOB2008942	08-0231190-0001
7B78	WAUDFCFL8BN031664	08-0231190-0001
7B78	4JGBB2FB7BA704759	08-0231190-0001
7B78	WBAFU7C59BC876983	08-0231190-0001
7B78	WALVFCFP9BA097314	08-0231190-0001
7B78	WALVFCFP3BA097557	08-0231190-0001
7B78	JN1CVGARXBM407675	08-0231190-0001
7B78	YV1902FH2B2014564	08-0231190-0001
7B78	WALVFCFP5BA103407	08-0231190-0001
7B78	1D4RE4GG1BC598543	08-0231190-0001
7B78	WALVFCFP0BA097418	08-0231190-0001
7B78	1J4RR6GG2BC673483	08-0231190-0001
7B78	WDDGF8FB6BA513292	08-0231190-0001
7B78	2CNFLGEC6B6275813	08-0231190-0001
7B78	JN8AS5MT2BW172048	08-0231190-0001
7B78	3D4PG4FBXET530057	08-0231190-0001
7B78	WAUFCFLXENO37684	08-0231190-0001
7B78	WVWHN9AN2BE734521	08-0231190-0001
7B78	JN8AZ1MW8BW169539	08-0231190-0001
7B78	1J4NF2GB8BD145915	08-0231190-0001
7B78	WDCGG8HB0BF629766	08-0231190-0001
7B78	WDCGG8HB3BF688861	08-0231190-0001
7B78	3VWPL7AJ8BM678059	08-0231190-0001
7B78	3VWPL7AJ8BM692389	08-0231190-0001
7B78	5TDBK3EH5BS074629	08-0231190-0001
7B78	4T3BK3BB4BU052295	08-0231190-0001
7B78	4T3BK3BB6BU055036	08-0231190-0001
7B78	5N1AR1NB0BC619561	08-0231190-0001
7B78	JN8AZ1MW1BW169625	08-0231190-0001
7B78	1FMHKB8D89BGA66807	08-0231190-0001
7B78	JN8AZ1MW1BW172203	08-0231190-0001
7B78	WVGBV7AX0BW557291	08-0231190-0001
7B78	WBAVL1CS4CVR75700	08-0231190-0001
7B78	19UUA9F73CA800458	08-0231190-0001
7B78	WBAUN7C58CVM25568	08-0231190-0001
7B78	WAUSGCFXCNO02494	08-0231190-0001
7B78	YV1902FH0C2041912	08-0231190-0001
7B70	4S3BMBH61B3248241	07-0089609-0006
7K16	YV4902BZ7B1109127	06-0542244-0002
7B21	2CNFLEEC0B6433745	06-0533285-0006
7A57	1J4PN5GK0BW545243	06-0533285-0002
7A57	JN1CVGAR7BM402949	06-0533285-0002
7931	2D4RN4DG3BR732352	06-0533285-0001
7D56	1FMCU4K32BKB93240	06-0392617-0003
7D56	1FMCU4K3XBKE93230	06-0392617-0003
7K47	2D4RN4DG8BR686856	05-0662723-0002
7B24	2GNALBECXB1298825	05-0494339-0005
7B24	3FAHP0HA5BR193055	05-0494339-0005
7B19	4T1BF3EK6BU635038	05-0494339-0002
7B19	4T1BF3EK2BU709832	05-0494339-0002
7B29	4S4BRGBC5B3419358	04-0109970-0001
7C32	1FMCU9DG3BKC33323	04-0104151-0014
7C32	1FMCU9DGXBKC33321	04-0104151-0014
7C32	1FMCU9DG8BKC33317	04-0104151-0014
7C32	1FMCU9DG2BKC33331	04-0104151-0014
7C32	1FMCU9DG1BKC33322	04-0104151-0014
7C32	1FMCU9DG3BKC33337	04-0104151-0014
7C32	1FMCU9DG5BKC33338	04-0104151-0014
7C32	1FMCU9DG3BKC33340	04-0104151-0014
7H02	1FMCU5K38BKC39398	04-0104151-0007
7H02	1FMCU5K3XBKC39399	04-0104151-0007
7B04	5UXWX5C51BL706016	04-0099851-0055
7B04	2C3CA5CG7BH568930	04-0099851-0055
7B12	1J4NT4FB7BD228306	04-0099851-0053
7B12	3D4PG4FB2BT550013	04-0099851-0053
7B12	3D4PG4FB7BT550072	04-0099851-0053
7B12	3D4PG4FB3BT548058	04-0099851-0053
7B12	3D4PG4FB5BT550135	04-0099851-0053
7B12	3D4PG4FB9BT550073	04-0099851-0053
7B12	3D4PG4FB9BT550249	04-0099851-0053
7B12	3D4PG4FB8BT550145	04-0099851-0053
7B12	3D4PG4FB6BT550144	04-0099851-0053
7B12	3D4PG4FB8BT550243	04-0099851-0053
7B12	1J4NT4FB4BD236119	04-0099851-0053
7B12	1C3BC4FB8BN578034	04-0099851-0053
7B12	1J4NT4FB3BD236581	04-0099851-0053
7B12	JH4CU2F69BC800272	04-0099851-0053
7B22	1FMCU9D71BKB880816	04-0099851-0050
7B94	WAULGBFH2BN017905	04-0099851-0044
7B94	WBAPL5C53BA920659	04-0099851-0044
7C93	2G1WB5EK7B1299837	04-0099851-0032
7725	JN8AS5MT0BW176454	04-0099842-0002
7725	JN8AS5MT7BW178119	04-0099842-0002
7725	JN8AS5MT3BW173015	04-0099842-0002
7625	JTDJT4K35B5337523	04-0099838-0090

7H09	1GCRKSE35E2221544	04-0099838-0084
7M55	2FMDK3GC6BBB28494	04-0099838-0077
7M70	1FTZR45E29PA25821	04-0099838-0076
7M70	1FTNE24W99DA37166	04-0099838-0076
7M70	1FTNE24W59DA44938	04-0099838-0076
7K86	JN8AS5MV8BW292356	04-0099838-0058
7K86	3D4PG4FB9BT547772	04-0099838-0058
7K86	4S4WX9JD1B4402743	04-0099838-0058
7K86	2CNFLCEC4B6417763	04-0099838-0058
7K86	2CNFLCEC4B6414202	04-0099838-0058
7K86	2CNFLCEC5B6415858	04-0099838-0058
7K86	3D4PG4FBXBT547814	04-0099838-0058
7K86	2CNFLCEC3B6425465	04-0099838-0058
7K86	YV4952DZ0B2173325	04-0099838-0058
7K86	2CNFLCEC8B6427390	04-0099838-0058
7K86	4S3BMGL69B3253440	04-0099838-0058
7K86	JN1BY1ARXCM390481	04-0099838-0058
7K86	YV4952DZ5B2177645	04-0099838-0058
7R45	3D4PG5FG8BT531225	04-0099838-0041
7R45	1FMCU9D6BKC14345	04-0099838-0041
7R45	1FMCU9D77BKC33339	04-0099838-0041
7R45	1FTFW1EF3BKD58714	04-0099838-0041
7R45	2D4RN4DG5BR753414	04-0099838-0041
7R45	1FTFW1EF6BFB47614	04-0099838-0041
7C72	1FTNE2EW1BDA73759	04-0099838-0027
7C72	1FTNE2EW8BDA73760	04-0099838-0027
7R65	1FTFX1EF6BFB63390	04-0099838-0025
7A02	1FMCU9DG4BKC33315	04-0099838-0021
7E48	1FTFX1EF8BFA98137	04-0099838-0015
7A96	1J4BA5H14BL606459	04-0099838-0001
7A96	1FTSE3EL8BDB05752	04-0099838-0001

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389561-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0356268-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0456130-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275021-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0774354-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0326120-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0385604-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0231190-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0542244-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0533285-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0533285-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0533285-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0392617-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0662723-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0494339-0005	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
05-0494339-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0109970-0001	HYPOTHÈQUE OUVERTE
04-0104151-0014	HYPOTHÈQUE OUVERTE
04-0104151-0007	HYPOTHÈQUE OUVERTE
04-0099851-0055	HYPOTHÈQUE OUVERTE
04-0099851-0053	HYPOTHÈQUE OUVERTE
04-0099851-0050	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099851-0032	HYPOTHÈQUE OUVERTE
04-0099842-0002	HYPOTHÈQUE OUVERTE
04-0099838-0090	HYPOTHÈQUE OUVERTE
04-0099838-0084	HYPOTHÈQUE OUVERTE
04-0099838-0077	HYPOTHÈQUE OUVERTE
04-0099838-0076	HYPOTHÈQUE OUVERTE
04-0099838-0058	HYPOTHÈQUE OUVERTE
04-0099838-0041	HYPOTHÈQUE OUVERTE
04-0099838-0027	HYPOTHÈQUE OUVERTE
04-0099838-0025	HYPOTHÈQUE OUVERTE
04-0099838-0021	HYPOTHÈQUE OUVERTE
04-0099838-0015	HYPOTHÈQUE OUVERTE
04-0099838-0001	HYPOTHÈQUE OUVERTE
11-0531272-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0597699-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0597482-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-06-30

Autres mentions :

HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

14-0102075-0047	2014-02-10	11:15	Radiation quant à	04-0099838-0027
14-0102075-0052	2014-02-10	11:15	Radiation quant à	04-0099851-0053
14-0102075-0053	2014-02-10	11:15	Radiation quant à	04-0099851-0055
14-0105985-0007	2014-02-11	10:45	Radiation quant à	04-0099838-0001
14-0105985-0009	2014-02-11	10:45	Radiation quant à	04-0099838-0021
14-0105985-0010	2014-02-11	10:45	Radiation quant à	04-0099838-0041
14-0105985-0012	2014-02-11	10:45	Radiation quant à	04-0099838-0077
14-0106420-0006	2014-02-11	11:15	Radiation quant à	04-0099838-0090
14-0106420-0010	2014-02-11	11:15	Radiation quant à	04-0099851-0032
14-0112911-0028	2014-02-13	10:15	Radiation quant à	04-0099838-0058
14-0112911-0034	2014-02-13	10:15	Radiation quant à	04-0104151-0014
14-0113921-0014	2014-02-13	10:45	Radiation quant à	04-0099842-0002
14-0113921-0020	2014-02-13	10:45	Radiation quant à	04-0099851-0050
14-0123653-0018	2014-02-18	10:15	Radiation quant à	04-0099838-0084
14-0128303-0040	2014-02-19	10:45	Radiation quant à	04-0109970-0001
14-0128442-0022	2014-02-19	11:15	Radiation quant à	04-0104151-0007
14-0129579-0016	2014-02-19	14:00	Radiation quant à	04-0099838-0076
15-0829330-0012	2015-08-27	10:15	Radiation quant à	05-0494339-0002
15-0829330-0014	2015-08-27	10:15	Radiation quant à	05-0494339-0005
15-1148918-0018	2015-11-26	09:30	Radiation quant à	05-0662723-0002
16-0756301-0001	2016-08-03	14:00	Radiation quant à	06-0392617-0003
16-0915142-0007	2016-09-19	09:30	Radiation quant à	06-0533285-0002
17-0224153-0053	2017-03-14	10:45	Radiation quant à	07-0089609-0006
18-0250822-0024	2018-03-16	10:45	Radiation quant à	08-0231190-0001
18-0882670-0010	2018-08-10	13:15	Radiation quant à	08-0385604-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD CORP

Code Postal :

L4Z0A2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
11-0473620-0001	2011-06-23 12:17

Assignment of Rights

PARTIES

Assignor

ARI FINANCIAL SERVICES INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignor

SERVICES FINANCIERS ARI INC.

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

Assignee

HOLMAN CANADA LIMITED PARTNERSHIP III

1270 Central Parkway West, Suite 600, Mississauga, ON L6C 4P4

BIENS

All of the Assignor's rights, title and interest in and to each of the leases and leasing contracts (crédit-baux) (collectively, the "Leases") which have been registered at the Register of Personal and Movable Real Rights under the registration numbers listed below under the heading "Référence à l'inscription visée", but only insofar as each such Lease relates to the vehicles and equipment having the vehicle identification numbers set forth below:

LESSEE	VIN NO.	REG#
7B75	1FMCU0D75BKB93242	11-0356268-0002
7B96	3FAHP0HAXBR264976	10-0854136-0001
7J00	1N4AL2AP7BC134580	11-0389561-0001
7J00	1N4AL2APXBC161272	11-0389561-0001
7G03	2FMDK3JC3BBB22256	11-0389767-0002
7G04	2D4RN4DG1BR644884	11-0223760-0001
7K22	1FMCU9DG6BKC06729	10-0365917-0003
7709	1FDSE3FL0BDA65189	10-0275471-0001
7709	1FDSE3FL4BDA80665	10-0275471-0001
7B15	1GTW7FCAXB1133231	10-0275021-0001
7A04	3FADP4CJXBM201712	10-0064529-0003
7D02	1C3BC1FG7BN558626	09-0662748-0001
7D02	1C3BC1FG5BN558625	09-0662748-0001
7D02	1J4NF4FB6BD188131	09-0662748-0001
7D02	1J4NT4FB1BD163016	09-0662748-0001
7D02	3D4PG4FB0BT530598	09-0662748-0001
7D02	3D4PG4FB8BT522376	09-0662748-0001
7D02	1B3BD1FG9BN547184	09-0662748-0001
7D02	1B3BD1FG0BN547185	09-0662748-0001
7D02	2D4RN4DG8BR674660	09-0662748-0001
7D02	2D4RN4DG6BR664452	09-0662748-0001
7R15	2D4RN4DG5BR652759	09-0244455-0002
7R15	1J4HA5H17BL608328	09-0244455-0002
7R48	2D4RN4DG7BR652763	08-0385604-0002
7R48	2FMHK6CC5BBD27741	08-0385604-0002
7B78	3D4PG4FB2BT519912	08-0231190-0001
7B78	1J4NT2GB1BD131573	08-0231190-0001
7B78	4S3BMHB62B3231237	08-0231190-0001
7B78	4S3BMHB66B3244590	08-0231190-0001
7B78	3VWPL7AJ3BM658835	08-0231190-0001
7B78	3D4PH6FG8BT537688	08-0231190-0001
7B78	3VWPL7AJ9BM676532	08-0231190-0001
7B78	3FADP0L36BR282768	08-0231190-0001
7B78	3VWPL7AJ8BM633090	08-0231190-0001
7B78	4S4BRGGC7B3405227	08-0231190-0001
7B78	2CTFLXEC5B6364961	08-0231190-0001

7B78	4S4BRGLC0B3409822	08-0231190-0001
7B78	4S4BRGLC6B3398485	08-0231190-0001
7B78	WVWBD7AH1BV005014	08-0231190-0001
7B78	WVGBV7AX3BW504844	08-0231190-0001
7B78	JN8AZ1MW3BW172073	08-0231190-0001
7B78	5J8TB1H28BA800224	08-0231190-0001
7B78	1FMHK8D82BGA36516	08-0231190-0001
7B78	YV4952DZXB2203608	08-0231190-0001
7B78	JN1CV6AR8BM407013	08-0231190-0001
7B78	WDCGG8HB0BF641772	08-0231190-0001
7B78	JN8AZ1MW3BW172445	08-0231190-0001
7B78	5UXWX5C51BL703665	08-0231190-0001
7B78	WAILFCFPXBA082747	08-0231190-0001
7B78	1FTFW1ET6BFB06647	08-0231190-0001
7B78	WAILFCFP5BA084910	08-0231190-0001
7B78	3GYFNDEY8BS636138	08-0231190-0001
7B78	WAUKFCFLXBN045833	08-0231190-0001
7B78	WALCGCFE3BD008435	08-0231190-0001
7B78	WAUBGCFL7BA098249	08-0231190-0001
7B78	4JGBB2FB6BA712125	08-0231190-0001
7A80	1FMCU0D78BKB86432	08-0226726-0007
7B70	4S3BMHB66B3241737	07-0089609-0006
7B70	4S3BMHB69B3245782	07-0089609-0006
7B70	4S3BMHB61B3245226	07-0089609-0006
7B70	4S3BMHB66B3246064	07-0089609-0006
7B70	4S3BMHB66B3244198	07-0089609-0006
7B70	4S3BMHB63B3246068	07-0089609-0006
7B70	4S3BMHB66B3245559	07-0089609-0006
7B14	2T1KU4EE4BC618505	06-0535161-0001
7B14	2T1KU4EE9BC616779	06-0535161-0001
7B14	2T1KU4EE6BC616738	06-0535161-0001
7B21	2D4RN4DG3BR709315	06-0533285-0006
7B21	2CTFLTEC2B6403207	06-0533285-0006
7A57	JA4AJ4AU6B2601528	06-0533285-0002
7A57	WBAUP7C51CVF22191	06-0533285-0002
7A57	JN8AZ1MW0BW150399	06-0533285-0002
7E37	1FMJU2A59BEF37983	06-0087365-0001
7D75	3D6WZ3EL0BG533754	04-0104424-0001
7B04	JHHFD56528H200977	04-0099851-0055
7B04	JTHCK262185023604	04-0099851-0055
7B04	3D4PH6FGXBT503459	04-0099851-0055
7B12	1C3BC4FB6BN578033	04-0099851-0053
7B12	1J4NT2GB9BD216225	04-0099851-0053
7B12	1J4RR5GG0BC697291	04-0099851-0053
7B22	1FAHP2EW5BG164299	04-0099851-0050
7B33	3N1AB6AP6BL603802	04-0099851-0049
7B33	3N1AB6AP4BL603801	04-0099851-0049
7B33	3N1AB6AP2BL603697	04-0099851-0049
7B33	3N1AB6AP5BL603662	04-0099851-0049
7B47	3FAHP0HAXBR270826	04-0099851-0046
7B94	2M5921094C1127699	04-0099851-0044
7B94	4JGBB2FBXBA707655	04-0099851-0044
7B94	WDDHF2EB1BA426760	04-0099851-0044
7C93	1FMCU0D73BKB93241	04-0099851-0032
7C93	1FMCU9D74BKC06728	04-0099851-0032
7C93	1FMCU9D78BKC06733	04-0099851-0032
7D52	3FAHP0JA5BR282764	04-0099851-0023
7D52	2CNFLCECXB6397275	04-0099851-0023
7725	JN8AS5MT2BW176150	04-0099842-0002
7725	JN8AS5MT0BW176406	04-0099842-0002
7725	JN8AS5MT3BW176464	04-0099842-0002
7725	JN8AS5MT3BW176321	04-0099842-0002
7725	JN8AS5MT0BW176258	04-0099842-0002
7725	JN8AS5MT9BW174248	04-0099842-0002
7K39	2D4RN4DG6BR652799	04-0099838-0093
7H09	4T1BK3EK9BU130249	04-0099838-0084
7H09	4T1BK3EK0BU129832	04-0099838-0084
7M55	2FMDK3GC4BBB08793	04-0099838-0077
7K86	2CNFLCEC0B6413032	04-0099838-0058
7K86	2CNFLCEC0B6404475	04-0099838-0058
7K86	JF2SHCBC7BH708973	04-0099838-0058
7K86	3D4PH6FGXBT537708	04-0099838-0058
7K86	3D4PH6FGXBT538602	04-0099838-0058
7K86	4T3BK3BB9BU0053006	04-0099838-0058
7R45	3D4PG5FG3BT535666	04-0099838-0041
7R45	1FMCU9D70BKB80337	04-0099838-0041
7R45	1FMCU9DGXBRK06734	04-0099838-0041
7R45	1FTFX1EF0BFB18039	04-0099838-0041
7R45	1FTFW1EF6BFB11485	04-0099838-0041
7E48	2CNFLNE56B6286915	04-0099838-0015
7A96	3FAHP0JA7BR288775	04-0099838-0001
7A96	1FTRF3C60BEC43112	04-0099838-0001
7A96	1FTRF3C62BEC43113	04-0099838-0001
7A96	1FTRF3C64BEC43114	04-0099838-0001
7A96	1FTRF3C66BEC43115	04-0099838-0001
7A96	1FTRF3C68BEC43116	04-0099838-0001
7A96	1FTRF3C6XBEC43117	04-0099838-0001
7A96	1FTRF3C61BEC43118	04-0099838-0001
7A96	1FTFX1EF4BFA96434	04-0099838-0001
7A96	1FD0X4HY3BEC27035	04-0099838-0001
7A96	1FDUF5GT1BEC43119	04-0099838-0001

MENTIONS**Référence à l'inscription visée**

NUMÉRO	NATURE
11-0223760-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0365917-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275471-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0275021-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0064529-0003	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0662748-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
09-0244455-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0385604-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0231190-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
08-0226726-0007	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
07-0089609-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0535161-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0533285-0006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
06-0087365-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
04-0104424-0001	HYPOTHÈQUE OUVERTE
04-0099851-0055	HYPOTHÈQUE OUVERTE
04-0099851-0053	HYPOTHÈQUE OUVERTE
04-0099851-0050	HYPOTHÈQUE OUVERTE
04-0099851-0049	HYPOTHÈQUE OUVERTE
04-0099851-0046	HYPOTHÈQUE OUVERTE
04-0099851-0044	HYPOTHÈQUE OUVERTE
04-0099851-0032	HYPOTHÈQUE OUVERTE
04-0099851-0023	HYPOTHÈQUE OUVERTE
04-0099842-0002	HYPOTHÈQUE OUVERTE
04-0099838-0093	HYPOTHÈQUE OUVERTE
04-0099838-0084	HYPOTHÈQUE OUVERTE
04-0099838-0077	HYPOTHÈQUE OUVERTE
04-0099838-0058	HYPOTHÈQUE OUVERTE
04-0099838-0041	HYPOTHÈQUE OUVERTE
04-0099838-0015	HYPOTHÈQUE OUVERTE
04-0099838-0001	HYPOTHÈQUE OUVERTE
11-0356268-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
10-0854136-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389561-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR
11-0389767-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-05-31

Autres mentions :HOLMAN CANADA LIMITED PARTNERSHIP III is acting by its general partner
HOLMAN CANADA GP III COMPANY.**REMARQUES**

Inscriptions de radiation - Quant à l'inscription visée

14-0102075-0052	2014-02-10 11:15	Radiation quant à	04-0099851-0053
14-0102075-0053	2014-02-10 11:15	Radiation quant à	04-0099851-0055
14-0105985-0007	2014-02-11 10:45	Radiation quant à	04-0099838-0001
14-0105985-0010	2014-02-11 10:45	Radiation quant à	04-0099838-0041
14-0105985-0012	2014-02-11 10:45	Radiation quant à	04-0099838-0077
14-0106420-0009	2014-02-11 11:15	Radiation quant à	04-0099851-0023
14-0106420-0010	2014-02-11 11:15	Radiation quant à	04-0099851-0032
14-0108755-0028	2014-02-12 09:30	Radiation quant à	04-0099851-0049
14-0112911-0028	2014-02-13 10:15	Radiation quant à	04-0099838-0058
14-0113921-0014	2014-02-13 10:45	Radiation quant à	04-0099842-0002
14-0113921-0020	2014-02-13 10:45	Radiation quant à	04-0099851-0050
14-0123653-0018	2014-02-18 10:15	Radiation quant à	04-0099838-0084
14-0128019-0018	2014-02-19 09:30	Radiation quant à	04-0104424-0001
16-0156261-0012	2016-02-25 09:30	Radiation quant à	06-0087365-0001
16-0915142-0009	2016-09-19 09:30	Radiation quant à	06-0535161-0001
17-0224153-0053	2017-03-14 10:45	Radiation quant à	07-0089609-0006
18-0250822-0023	2018-03-16 10:45	Radiation quant à	08-0226726-0007
18-0250822-0024	2018-03-16 10:45	Radiation quant à	08-0231190-0001
18-0882670-0010	2018-08-10 13:15	Radiation quant à	08-0385604-0002

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION

Code Postal :

G0J1J0

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0428866-0001	2016-05-10 09:00	2021-05-08

RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)

PARTIES

Vendeur

Bank of Nova Scotia - Montreal CAU

1922 Rue Ste-Catherine Ouest, 4th Floor, Montreal, QC H3H 1M4

Acheteur

CORPORATION

757 132 RT W , CAUSAPSCAL, QC G0J 1J0

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 1GCVKNEC3GZ166194	2016	Chevrolet Silverado 1500

Autres biens :

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-05-09

Lieu : AMQUI

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION JTI MACD...

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0091767-0001	2011-02-14 09:00	2021-02-13

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Titulaire

SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD TM CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD TM CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :
CORPORATION JTI-MACDONALD TM

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

THE UNIVERSALITY OF ALL OF THE GRANTOR'S PRESENT AND FUTURE PROPERTY, MOVEABLE AND IMMOVABLE, REAL AND PERSONAL, CORPOREAL AND INCORPOREAL, TANGIBLE AND INTANGIBLE, NOW OWNED OR HEREAFTER ACQUIRED, OF ANY NATURE WHATSOEVER AND WHERESOEVER SITUATED AND THE UNDERTAKING OF THE GRANTOR, THE WHOLE INCLUDING, WITHOUT LIMITATION, THE FOLLOWING UNIVERSALITIES OF PRESENT AND FUTURE PROPERTY:

1. IMMOVABLES

ALL PRESENT AND FUTURE IMMOVABLE PROPERTY OF THE GRANTOR, AND ALL RIGHTS OF THE GRANTOR IN ANY IMMOVABLE PROPERTY, TOGETHER WITH ALL PROPERTY WHICH MAY BE OR BECOME INCORPORATED THEREWITH OR PERMANENTLY PHYSICALLY ATTACHED OR JOINED THERETO SO AS TO ENSURE THE UTILITY THEREOF OR WHICH IS USED BY THE GRANTOR FOR THE OPERATION OF ITS ENTERPRISE OR THE PURSUIT OF ITS ACTIVITIES (INCLUDING HEATING AND AIR CONDITIONING APPARATUS AND WATERTANKS) AND ALL OTHER PROPERTY WHICH BECOMES IMMOVABLE BY THE EFFECT OF LAW, INCLUDING BY WAY OF ACCESSION, AND ALL REAL RIGHTS RELATING TO OR ATTACHING TO SUCH IMMOVABLE PROPERTY (COLLECTIVELY, THE "IMMOVABLES");

2. RENTALS, REVENUES AND LEASES OF IMMOVABLES

ALL PRESENT AND FUTURE LEASES, AGREEMENTS TO LEASE, OFFERS TO LEASE, OPTIONS TO LEASE, SUB-LEASES AND OTHER RIGHTS TO OCCUPY PREMISES INCLUDING ANY RIGHT OF EMPHYTEUSIS, USE OR OCCUPANCY ("LEASES") IN OR OF THE IMMOVABLES OR ANY PART THEREOF, AND ALL PRESENT AND FUTURE RENTS, REVENUES, ANNUITIES AND OTHER CLAIMS ARISING OUT OF ANY LEASES OR OTHER RIGHTS OR CONTRACTS IN RESPECT OF THE IMMOVABLES, INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY WHICH MAY BE PAYABLE PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT OR ANALOGOUS LEGISLATION OR PROCEEDINGS IN RESPECT OF ANY LEASE, (COLLECTIVELY "RENT") AND THE CONTINUING RIGHT TO DEMAND, SUE FOR, RECOVER, RECEIVE, AND GIVE RECEIPTS FOR SUCH RENT;

3. INSURANCE

INDEMNITIES OR PROCEEDS NOW OR HEREAFTER PAYABLE UNDER ANY PRESENT OR

FUTURE CONTRACT OF INSURANCE ON OR IN RESPECT OF THE IMMOVABLES, THE RENT, ANY OF THE PROPERTY DESCRIBED ABOVE OR ANY OTHER OF THE CHARGED PROPERTY;

4. PROPERTY IN STOCK

ALL PRESENT AND FUTURE PROPERTY IN STOCK AND INVENTORY OF ANY NATURE AND KIND OF THE GRANTOR WHETHER IN ITS POSSESSION, IN TRANSIT OR HELD ON ITS BEHALF, INCLUDING PROPERTY IN RESERVE, RAW MATERIALS OR OTHER MATERIALS, GOODS MANUFACTURED OR TRANSFORMED, OR IN THE PROCESS OF BEING SO, BY THE GRANTOR OR BY OTHERS, PACKAGING MATERIALS, PROPERTY HELD BY A THIRD PARTY UNDER A LEASE, A LEASING AGREEMENT, FRANCHISE OR LICENSE AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO WITH OR ON BEHALF OF THE GRANTOR, PROPERTY EVIDENCED BY BILL OF LADING, ANIMALS, WARES, MINERAL SUBSTANCES, HYDROCARBONS AND OTHER PRODUCTS OF THE SOIL AND ALL FRUITS THEREOF FROM THE TIME OF THEIR EXTRACTION, AS WELL AS ANY OTHER PROPERTY HELD FOR SALE, LEASE OR PROCESSING IN THE MANUFACTURE OR TRANSFORMATION OF PROPERTY INTENDED FOR SALE, LEASE OR USE IN PROVIDING A PRODUCT OR SERVICE BY THE GRANTOR;

5. CLAIMS AND OTHER MOVABLE PROPERTY

ALL OF THE GRANTOR'S PRESENT AND FUTURE CLAIMS, DEBTS, DEMANDS AND CHOSES IN ACTION, WHATEVER THEIR CAUSE OR NATURE, WHETHER OR NOT THEY ARE CERTAIN, LIQUID OR EXIGIBLE, WHETHER OR NOT EVIDENCED BY ANY TITLE (AND WHETHER OR NOT SUCH TITLE IS NEGOTIABLE), BILL OF EXCHANGE OR DRAFT, WHETHER LITIGIOUS OR NOT, WHETHER OR NOT THEY HAVE BEEN PREVIOUSLY OR ARE TO BE INVOICED, WHETHER OR NOT THEY CONSTITUTE BOOK DEBTS OR TRADE ACCOUNTS RECEIVABLE, INCLUDING, WITHOUT LIMITATION, ALL CUSTOMER ACCOUNTS, ACCOUNTS RECEIVABLE, RIGHTS OF ACTION, DEMANDS, JUDGMENTS, CONTRACT RIGHTS, ROYALTIES, DEBTS, TAX REFUNDS, AMOUNTS ON DEPOSIT, BANK ACCOUNTS, CASH, PROCEEDS OF SALE, ASSIGNMENT OR LEASE OF ANY PROPERTY, RIGHTS OR TITLES, INDEMNITIES PAYABLE UNDER ANY CONTRACT OF INSURANCE OF PROPERTY, OF PERSONS, OR OF LIABILITY INSURANCE, PROCEEDS OF EXPROPRIATION, ANY SUMS OWING TO THE GRANTOR IN CONNECTION WITH INTEREST OR CURRENCY EXCHANGE CONTRACTS AND OTHER TREASURY OR HEDGING INSTRUMENTS, MANAGEMENT OF RISKS OR DERIVATIVE INSTRUMENTS EXISTING IN FAVOUR OF THE GRANTOR ("SWAPS"), AND THE GRANTOR'S RIGHTS IN THE CREDIT BALANCE OF ACCOUNTS HELD FOR ITS BENEFIT BY ANY FINANCIAL INSTITUTION OR ANY OTHER PERSON TOGETHER WITH ALL JUDGMENTS AND ALL OTHER RIGHTS, BENEFITS, SECURITIES, SECURITY AGREEMENTS, COLLATERAL, GUARANTEES, SURETYSHIPS, NOTES AND ACCESSORIES TO THE CLAIMS AND RIGHTS MENTIONED ABOVE AND OTHER RIGHTS RELATING THERETO (INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF THE GRANTOR IN ITS CAPACITY AS SELLER UNDER AN INSTALMENT SALE OR A CONDITIONAL SALE, WHERE THE CLAIMS ARE THE RESULT OF SUCH SALE, AS WELL AS ALL MOVABLE PROPERTY OWNED BY THE GRANTOR AND COVERED BY SUCH INSTALMENT OR CONDITIONAL SALES);

6. SECURITIES

ALL PRESENT AND FUTURE SHARES IN THE CAPITAL STOCK OF A LEGAL PERSON, ALL PRESENT AND FUTURE BONDS, DEBENTURES, BILLS OF EXCHANGE, PROMISSORY NOTES, NEGOTIABLE INSTRUMENTS AND OTHER EVIDENCES OF INDEBTEDNESS, AND ALL PRESENT AND FUTURE OPTIONS, WARRANTS, INVESTMENT CERTIFICATES, MUTUAL FUNDS UNITS, ALL INTERESTS OF THE GRANTOR IN ANY PARTNERSHIP, OR ANY RIGHTS IN RESPECT TO ANY OF THE FOREGOING, AND ANY OTHER INSTRUMENT OR TITLE GENERALLY CALLED OR INCLUDED AS A SECURITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "SECURITIES"), INCLUDING, WITHOUT LIMITATION, ALL SECURITIES ISSUED OR RECEIVED IN SUBSTITUTION, RENEWAL, ADDITION OR REPLACEMENT OF SECURITIES, OR ISSUED OR RECEIVED ON THE PURCHASE, REDEMPTION, CONVERSION, CANCELLATION OR OTHER TRANSFORMATION OF SECURITIES OR ISSUED OR RECEIVED BY WAY OF DIVIDEND OR OTHERWISE TO HOLDERS OF SECURITIES, AND ALL PRESENT AND FUTURE INSTRUMENTS, BILLS OF LADING, WAREHOUSE RECEIPTS, DOCUMENTS OR OTHER EVIDENCES OF TITLE OF THE GRANTOR;

7. EQUIPMENT

ALL PRESENT AND FUTURE MACHINERY, EQUIPMENT, IMPLEMENTS, FURNITURE, TOOLS, ROLLING STOCK (INCLUDING AIRCRAFT AND ROAD VEHICLES), SPARE PARTS AND ADDITIONS;

8. INTELLECTUAL PROPERTY RIGHTS

ALL OF THE GRANTOR'S PRESENT AND FUTURE RIGHTS IN ANY TRADE MARK, COPYRIGHT, INDUSTRIAL DESIGN, PATENT, PATENT RIGHTS, GOODWILL, INVENTION, TRADE SECRET, KNOW-HOW, PLANT BREEDERS' RIGHT, TOPOGRAPHY OF INTEGRATED CIRCUITS AND IN ANY OTHER INTELLECTUAL PROPERTY RIGHT (REGISTERED OR NOT) INCLUDING, IF ANY, IMPROVEMENTS AND MODIFICATIONS THERETO AS WELL AS RIGHTS IN ANY ACTION PERTAINING TO THE PROTECTION, IN CANADA OR ABROAD, OF ANY SUCH INTELLECTUAL PROPERTY RIGHTS, AND ALL OF THE PRESENT AND FUTURE UNDERTAKING OF THE GRANTOR, INCLUDING WITHOUT LIMITATION THE TRADEMARKS LISTED IN SCHEDULES "A" AND "B" HEREINBELOW;

9. FRUITS AND REVENUES

ALL PRESENT AND FUTURE FRUITS AND REVENUES EMANATING FROM THE ABOVE CHARGED PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROCEEDS OF ANY SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION OF ANY OF THE PRESENT AND FUTURE PROPERTY OF THE GRANTOR, ANY CLAIM RESULTING FROM SUCH A SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION, AS WELL AS ANY PROPERTY ACQUIRED IN REPLACEMENT THEREOF;

10. RECORDS AND OTHER DOCUMENTS

ALL PRESENT AND FUTURE TITLES, DOCUMENTS, RECORDS, DATA, VOUCHERS, INVOICES, ACCOUNTS AND OTHER DOCUMENTS EVIDENCING OR RELATED TO THE CHARGED PROPERTY DESCRIBED ABOVE, INCLUDING, WITHOUT LIMITATION, COMPUTER PROGRAMS, DISKS TAPES AND OTHER MEANS OF ELECTRONIC COMMUNICATIONS AS WELL AS THE RIGHTS OF THE GRANTOR TO RECOVER SUCH PROPERTY FROM THIRD PARTIES, RECEIPTS, CATALOGUES, CLIENT LISTS, DIRECTORIES AND OTHER SIMILAR PROPERTY.

DEFINITIONS:

THE EXPRESSION "ATTORNEY" MEANS THE TRUST COMPANY OF BANK OF MONTREAL AND ITS SUCCESSORS AND ASSIGNS, DULY APPOINTED AS FONDE DE POUVOIR OF THE DEBENTUREHOLDER, AS CONTEMPLATED BY ARTICLE 2692 OF THE CIVIL CODE OF QUÉBEC, TO TAKE, RECEIVE, AND HOLD ON BEHALF OF, AND FOR THE BENEFIT OF THE DEBENTUREHOLDER, ALL RIGHTS AND HYPOTHECS CREATED HEREBY AS CONTINUING SECURITY FOR THE PAYMENT OF THE DEBENTURES, AND TO EXERCISE ANY AND ALL POWERS AND RIGHTS AND TO PERFORM ANY AND ALL DUTIES CONFERRED UPON IT HEREUNDER OR BY A DEBENTUREHOLDER'S INSTRUMENT;

THE EXPRESSION "CANADIAN DOLLARS" OR "C\$" MEANS THE LEGAL CURRENCY OF CANADA;

THE EXPRESSION "CHARGED PROPERTY" MEANS ALL OF THE UNDERTAKING, PROPERTY AND ASSETS OF THE GRANTOR, MOVABLE AND IMMOVABLE, REAL AND PERSONAL, CORPOREAL AND INCORPOREAL, TANGIBLE AND INTANGIBLE, PRESENT AND FUTURE, SUBJECTED OR INTENDED TO BE SUBJECTED TO THE HYPOTHEC CREATED OR INTENDED TO BE CREATED HEREIN;

THE EXPRESSION "DEBENTURES" MEANS THE CONVERTIBLE DEBENTURES OF THE GRANTOR, EACH DATED NOVEMBER 23RD, 1999 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,200,000,000 CANADIAN DOLLARS ISSUED BY THE GRANTOR PURSUANT TO THE SUBSCRIPTION AGREEMENT, AS THE SAID CONVERTIBLE DEBENTURES MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME;

THE EXPRESSION "DEBENTUREHOLDER" MEANS, AT ANY TIME, THE REGISTERED HOLDER (OR HOLDERS, IF MORE THAN ONE) AT SUCH TIME OF THE DEBENTURES;

THE EXPRESSION "DEBENTUREHOLDER'S INSTRUMENT" MEANS AN INSTRUMENT SIGNED BY THE DEBENTUREHOLDER;

THE EXPRESSION "GOVERNMENTAL AUTHORITY" SHALL HAVE THE MEANING ASCRIBED THERETO IN THE SUBSCRIPTION AGREEMENT;

THE EXPRESSION "GRANTOR" MEANS JTI-MACDONALD TM CORP. AND ITS SUCCESSORS AND ASSIGNS AND SHALL INCLUDE ANY CORPORATION RESULTING FROM THE AMALGAMATION OF JTI-MACDONALD TM CORP. WITH ANY OTHER PERSON OR PERSONS;

THE EXPRESSION "PERSON" SHALL MEAN ANY INDIVIDUAL, PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE, SYNDICATE, SOLE PROPRIETORSHIP, COMPANY OR CORPORATION WITH OR WITHOUT SHARE CAPITAL, UNINCORPORATED ASSOCIATION, TRUST, TRUSTEE, EXECUTOR, ADMINISTRATOR OR OTHER LEGAL PERSONAL REPRESENTATIVE OR GOVERNMENTAL AUTHORITY.

THE EXPRESSION "SUBSCRIPTION AGREEMENT" MEANS THE CONVERTIBLE DEBENTURE SUBSCRIPTION AGREEMENT DATED NOVEMBER 23RD, 1999 BETWEEN THE GRANTOR AND JT CANADA LLC INC. PROVIDING, AMONG OTHER THINGS, FOR THE SUBSCRIPTION FOR AND ISSUANCE OF THE DEBENTURES, AS THE SAME MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME.

SCHEDULE "A" CANADIAN TRADE-MARKS

*
* En raison de sa longueur, la description des biens visés *
* n'est pas affichée totalement. *
* *
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
* *

MENTIONS

Somme de l'hypothèque

CA\$2,240,000,000 (INCLUDING AN ADDITIONAL HYPOTHEC OF CA\$240,000,000) PLUS INTEREST AT THE RATE OF 25% PER ANNUM

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 1999-11-23

Lieu : Montréal, Québec

N° de minute : 211

Nom du notaire : Mtre. Catherine Bolduc, Notary

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

11-0140912-0001
Assignment of rights

2011-03-04 09:00

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION JTI MACD...

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
11-0140912-0001	2011-03-04 09:00
Assignment of rights	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs, including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolutive clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" means the following hypothecs:

(i) a Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on February 14, 2011 under number 11-0091767-0001;

(ii) a Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on February 14, 2011 under numbers 11-0091767-0002 and 11-0091767-0003; and

(iii) a Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on February 14, 2011 under number 11-0091767-0006 and at the Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0091767-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
11-0091767-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2004-03-23

Lieu : Montréal, Québec

Autres mentions :

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO was formerly known as THE TRUST COMPANY OF BANK OF MONTREAL/SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

AVIS D'ADRESSE

N° 012911

N° 023449

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0168876-0004	2016-02-29 14:06	2021-03-22

RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501,NORTH YORK,ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

06-0157270-0001 DROITS RÉSULTANT D'UN BAIL

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0349969-0001	2013-05-01 11:35	2023-05-01
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

ROYAL BANK OF CANADA

20 King Street West, 4th Floor, Toronto, Ontario M5H 1C4

Constituant

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025, Route Trans-Canada, Sainte-Anne-de-Bellevue, Québec H9X 3R2

Constituant

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025, Route Trans-Canada, Sainte-Anne-de-Bellevue, Québec H9X 3R2

BIENS

The universality of the Grantor's movable property, corporeal and incorporeal, present and future, of whatever nature and kind and wherever situate (including, without limitation, the Lease) (the "Charged Property").

Replacement Property

Any and all Charged Property which is acquired, transformed or manufactured after the date of the Deed will be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by the Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Charged Property, and (iii) in the case of Securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged Securities.

Limitations regarding Certain Charged Property

To the extent the grant of a hypothec or security interest in any Charged Property would violate applicable law, require the leave, license, consent or approval of any Official Body, constitute a breach of or default under, or result in the termination of or require the consent of the applicable counterparty or any other person under, any contract, lease, license, indenture, instrument, agreement or other document evidencing or giving rise to, or governing or affecting, such Charged Property, or result in the invalidation thereof or provide any party thereto with a right of termination (the "Restricted Property"), the Hypothec created in the Deed on any Restricted Property is under the suspensive condition of obtaining such leave, license, consent or approval. Upon obtaining the applicable leave, license, consent or approval, the Hypothec will apply in respect of the relevant Restricted Property without regard to this section and without the necessity of any further act or delivery by any person.

For the purposes hereof, the following definitions apply:

"Bonds" means any or all of the bonds issued from time to time pursuant to the Deed and outstanding thereunder, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time;

"Bondholder" means any person in whose name Bonds are registered in the register kept by the Trustee in accordance with the provisions of the

Deed;

"Claims" means, regardless of the debtors or situs thereof, any and all of the Grantor's claims, debts and demands, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), notes, acceptances, bills of exchange or drafts; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts, including (i) indemnities payable to the Grantor under any and all risk insurance policy, any life insurance policy or any liability insurance policy, (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts and other treasury or hedging instruments, management of risks or derivative instruments existing in favour of the Grantor, (iii) the Grantor's rights in any credit balances, monies or deposits in accounts held for it by the Trustee (subject to the Trustee's compensation or set off-rights) or by any financial institution or any other person, (iv) all judgments, rights and accessories thereto (including Encumbrances in support thereof), and (v) all books, papers, invoices, notes and data files evidencing, recording or supporting the same;

"Conventional Security" means a conventional hypothec, a resolatory right, a right of redemption, a reservation of ownership, a trust and any security device or other real right, whether or not capable of registration, granted by agreement for the purpose of securing the performance of an obligation;

"Deed" means the Deed of Hypothec and Issue of Bonds described and referred to herein under the heading "Référence à l'acte constitutif" as same may be amended, restated, restated, supplemented or otherwise modified from time to time;

"Encumbrance" means a legal cause of preference, a dismemberment of the right of ownership, a special mode of ownership, a restriction on the right to dispose and a Conventional Security;

"Grantor" means MacDonald, Dettwiler and Associates Corporation and its successors and permitted assigns;

"Hypothec" means the hypothec created in the Deed;

"Lease" means the lease agreement dated November 28, 2005 between 6457258 Canada Ltd., as landlord, and MDA Space Inc. (now MacDonald, Dettwiler and Associates Corporation), as tenant, as amended by amendment no. 1 dated May 1, 2010 and amendment no. 2 dated January 1, 2012, and as the same may be further amended, restated, supplemented, or otherwise modified from time to time;

"Official Body" means any government (including any federal, provincial, state, territorial, municipal or local government) or political subdivision or any agency, authority, bureau, regulatory or administrative authority, central bank, monetary authority, commission, department, or instrumentality thereof, or any court, tribunal, judicial entity or arbitrator, whether foreign or domestic;

"Securities" means any stock, shares, partnership interests, voting, voting trust certificates, certificates of interest or participation in any profit sharing agreement or arrangement, option, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; and

"Trustee" means Royal Bank of Canada, the person appointed as fondé de pouvoir for the Bondholders and includes its successors and assigns appointed in replacement thereof.

MENTIONS

Somme de l'hypothèque

Cdn\$3,250,000,000 with interest thereon from May 1, 2013 at the rate of 25% per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2013-05-01

Lieu : Montréal, Province of Québec

N° de minute : 146

Nom du notaire : SANGANI, Shalini

Autres mentions :

The Trustee authorizes the Grantor to collect all Claims. However, upon the occurrence and continuance of a Default (as defined in the Deed), such authorization may be withdrawn by the Trustee.

ROYAL BANK OF CANADA acts as fondé de pouvoir ("person holding the power of attorney") as contemplated in Article 2692 of the Civil Code of Québec on behalf of the present and future Bondholders.

AVIS D'ADRESSE

N° 045926

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0044773-0001	2011-01-24 11:40	2016-03-22

Renouvellement de la publicité d'un droit

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501, NORTH YORK, ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

06-0157270-0001 DROITS RÉSULTANT D'UN BAIL

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0247533-0001	2010-04-22 09:52	2019-04-22

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

ELECTRO RENT LLC

210 Brunel Road, Mississauga, Ontario

L4Z 1T5

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

BIENS

10 MHz to 26.5 GHz PNA-X Network Analyzer with Custom Solutions, Agilent model N5242AS, part # AT-N5242ASH85-2/10/21/25/86, asset # 1412091H, serial # MY50071005;

Return to Agilent Warranty - 3 years, Agilent model R-51B-001-3C, part # AT-N5242AS-R-51B-001-3C, asset # 1412098D;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N5242AS-R-50C-016-3, asset # 1412099B;

High Power configurable, Agilent model N5242AS-H85;

2 ports, single source, Agilent model N5242A-200;

Time-domain measurements, Agilent model N5242A-010;

Gain compression measurements, Agilent model N5242A-086;

ISO 17025 compliant calibration, Agilent model N5242A-1A7, part # AT-N5242AS-1A7, asset # 1412100C;

Add extended power range to 2 port analyzer (no bias-tees), Agilent model N5242AS-285;

Add four internal pulse generators, Agilent model N5242A-025;

Add pulse modulator to internal first source, Agilent model N5242A-021;

Pulse/IO Adapter for N5242A, Agilent model N1966A, part # AT-N1966A, asset # 1412108G;

Recommended Startup assistance, Agilent model PS-S20-01, part # AT-PS-S20-01, asset # 1412173F;

Ecal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B;

Both 3.5 mm connectors are female on module, Agilent model N4691B-00F;
ISO 17025 compliant calibration, Agilent model N4691B-1A7;
ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3;
Wooden storage box, Agilent model N4691B-150;
including accessories, manual and other items delivered with the
equipment.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-04-16

Lieu : Sainte-Anne-de-Bellevue, Quebec and Mississauga, Ontario

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

10-0267244-0001

2010-04-29 11:54

RECTIFICATION D'UNE INSCRIPTION

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
10-0267244-0001	2010-04-29 11:54
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Locateur	
ELECTRO RENT LLC	
210 Brunel Road, Mississauga, Ontario	L4Z 1T5
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0247533-0001	DROITS RÉSULTANT D'UN BAIL

Objet de la rectification :

This rectification is to add serial number, asset numbers and part numbers to the following equipment referred to in the section "Biens":

Ecal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B, part # AT-N4691B/00F/150, asset # 1412417D, serial # MY46181663;

ISO 17025 compliant calibration, Agilent model N4691B-1A7, part # AT-N4691B-1A7, asset # 1412416F;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N4691B-R-50C-016-3, asset # 1412415H.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
06-0360282-0001	2006-06-22 14:08

Modification d'un droit publié

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501,NORTH YORK,ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY,MONTREAL,QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION
MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO

NATURE

06-0157270-0001

DROITS RÉSULTANT D'UN BAIL

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

ADD THE FOLLOWING 3 DEBTORS DUE TO A NAME CHANGE:

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,

DETTWILER ET ASSOCIES

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

V7Y1B3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1044614-0001	2017-10-03 09:00	2027-10-02
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

ROYAL BANK OF CANADA

1 Place Ville-Marie, Suite 300, Montreal, Quebec H3B 4R6

Constituant

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

700 West Georgia Street, 25th Floor, Vancouver, British Columbia V7Y 1B3

Constituant

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

700 West Georgia Street, 25th Floor, Vancouver, British Columbia V7Y 1B3

BIENS

The universality of all of MACDONALD, DETTWILER AND ASSOCIATES CORPORATION / CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS's (the "Grantor") movable (personal) property, present and future, corporeal and incorporeal, of whatever nature and wherever situated, including, without limitation:

1. the Lease;
2. the universality of all tools and equipment pertaining to the enterprises of the Grantor;
3. the universality of all claims (including any and all monetary claims), accounts receivable and customer accounts of the Grantor;
4. the universality of all rights, title and interest in, to and under, all contracts, agreements, deeds, licenses, permits and leases, present and future, entered into from time to time by the Grantor or issued in its favour and all renewals thereof;
5. the universality of all patents, trademarks, industrial designs, copyrights and other intellectual property rights of the Grantor;
6. the universality of all Securities of the Grantor; and
7. the universality of all corporeal movables included in the assets of any of the Grantor's enterprises kept for sale, lease or processing in the manufacture or transformation of property intended for sale, for lease or for use in providing a service.

DEFINITIONS:

"Credit Agreement" means that certain restated credit agreement dated as of or on or about October 5, 2017 by and among Macdonald, Dettwiler and Associates Ltd., as borrower, the lenders from time to time party thereto, as lenders, and Royal Bank of Canada, as administrative agent, as same may be amended, restated, supplemented, replaced and otherwise modified from time to time.

"Lease" means the lease agreement dated November 28, 2005 between 6457258 Canada Ltd., as landlord, and MDA Space Inc. (now MacDonald, Dettwiler and Associates Corporation), as tenant, as amended by amendment no. 1 dated May 1, 2010 and amendment no. 2 dated January 1, 2012, and as the same may be further amended, restated, supplemented, or otherwise modified from time to time.

"Securities" means any securities (as defined in the STA), bills of

exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, for greater certainty, partnership interests and units in a trust) and other securities considered or acknowledged as securities, financial assets and security entitlements (as such terms are defined in the STA), in each case present and future, including without limitation the renewals, substitutions and additions to which such securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom, and Security means any one of them.

"STA" means the Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Québec) or other similar legislation of another jurisdiction, each as in effect from time to time.

MENTIONS

Somme de l'hypothèque

\$7,500,000,000, with interest at the rate of 25% per annum from the date of the deed hereby published, compounded annually.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2017-10-02

Lieu : Montreal, Quebec

N° de minute : 540

Nom du notaire : DOAN, Julie

Autres mentions :

ROYAL BANK OF CANADA (the "Trustee") expressly authorizes the Grantor to collect the claims owed to it from time to time for so long as no Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing and the Trustee shall not have notified the Grantor of the withdrawal of the present authorization.

AVIS D'ADRESSE

N° 043750

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0247533-0001	2010-04-22 09:52	2019-04-22

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

ELECTRO RENT LLC

210 Brunel Road, Mississauga, Ontario

L4Z 1T5

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

BIENS

10 MHz to 26.5 GHz PNA-X Network Analyzer with Custom Solutions, Agilent model N5242AS, part # AT-N5242ASH85-2/10/21/25/86, asset # 1412091H, serial # MY50071005;

Return to Agilent Warranty - 3 years, Agilent model R-51B-001-3C, part # AT-N5242AS-R-51B-001-3C, asset # 1412098D;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N5242AS-R-50C-016-3, asset # 1412099B;

High Power configurable, Agilent model N5242AS-H85;

2 ports, single source, Agilent model N5242A-200;

Time-domain measurements, Agilent model N5242A-010;

Gain compression measurements, Agilent model N5242A-086;

ISO 17025 compliant calibration, Agilent model N5242A-1A7, part # AT-N5242AS-1A7, asset # 1412100C;

Add extended power range to 2 port analyzer (no bias-tees), Agilent model N5242AS-285;

Add four internal pulse generators, Agilent model N5242A-025;

Add pulse modulator to internal first source, Agilent model N5242A-021;

Pulse/IO Adapter for N5242A, Agilent model N1966A, part # AT-N1966A, asset # 1412108G;

Recommended Startup assistance, Agilent model PS-S20-01, part # AT-PS-S20-01, asset # 1412173F;

ECal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B;

Both 3.5 mm connectors are female on module, Agilent model N4691B-00F;
ISO 17025 compliant calibration, Agilent model N4691B-1A7;
ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3;
Wooden storage box, Agilent model N4691B-150;
including accessories; manual and other items delivered with the
equipment.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-04-16

Lieu : Sainte-Anne-de-Bellevue, Quebec and Mississauga, Ontario

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

10-0267244-0001

2010-04-29 11:54

RECTIFICATION D'UNE INSCRIPTION

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

CORPORATION MACDONAL...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
10-0267244-0001	2010-04-29 11:54

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Locateur

ELECTRO RENT LLC

210 Brunel Road, Mississauga, Ontario

L4Z 1T5

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD,
DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND
ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
--------	--------

10-0247533-0001	DROITS RÉSULTANT D'UN BAIL
-----------------	----------------------------

Objet de la rectification :

This rectification is to add serial number, asset numbers and part numbers to the following equipment referred to in the section "Biens":

Ecal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B, part # AT-N4691B/00F/150, asset # 1412417D, serial # MY46181663;

ISO 17025 compliant calibration, Agilent model N4691B-1A7, part # AT-N4691B-1A7, asset # 1412416F;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N4691B-R-50C-016-3, asset # 1412415H.

Date, heure, minute de certification : 2019-02-27 13:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
00-0381720-0002	2000-12-13 14:47	2010-12-12

HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St.W., Suite 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

1,000,001 common shares in the capital stock of JTI-MACDONALD TM CORP.
represented by Certificate No. 4.

MENTIONS

Somme de l'hypothèque

A principal amount of C\$2,000,000,000.00 and an additional principal amount
of C\$240,000,000.00 plus interest thereon at the rate of twenty-five
percent (25%) per annum calculated semi-annually, not in advance.

L'hypothèque est consentie pour garantir le paiement d'obligations ou
autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2000-12-12

Lieu : Montreal, Québec

N° de minute : 4169

Nom du notaire : PINSONNAULT, Charlotte

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0231129-0001	2004-04-23 13:03
Assignment of rights	
10-0844015-0001	2010-12-01 09:00
RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE	

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:29

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0844015-0001	2010-12-01 09:00	2020-11-29

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

PARTIES

Titulaire

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

BNY TRUST COMPANY OF CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

Date, heure, minute de certification : 2019-02-27 13:36

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0231127-0001	Assignment of rights
04-0231129-0001	Assignment of rights

Objet de la rectification :

To modify the Assignee's address which should have read as it appears on the present Rectification.

Date, heure, minute de certification : 2019-02-27 13:42

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0231129-0001	2004-04-23 13:03
Assignment of rights	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9
Assignee	
BNY TRUST COMPANY OF CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9
Assignee	
COMPAGNIE TRUST BNY CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolutive clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" mean the following hypothecs:

A Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on November 23, 1999 under number 99-0201909-0001, as amended by the rectification of same registration registered at the RPMRR on December 22, 1999 under number 99-0228995-0001.

A Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on November 23, 1999 under numbers 99-0201938-0001 and 99-0201938-0003.

A Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on December 3, 1999 under number 99-0211290-0001 and at Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

The Deed of Movable Hypothec and Pledge of Shares dated December 12, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4169 and registered at RPMRR on December 13, 2000 under numbers 00-0381720-0001 and 00-0381720-0002.

A Deed of Hypothec dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4170 and registered at RPMRR on December 13, 2000 under numbers 00-0382879-0001 and at the Land Registry for the registration division of Montreal on December 15, 2000 under number 5221600.

The Deed of Movable Hypothec and Pledge of Shares dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4171 and registered at the RPMRR on December 13, 2000 under numbers 00-0382879-0003 and 00-0382879-0005.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
99-0201909-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
99-0211290-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2004-03-23
Lieu : Montréal, Québec

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002 RECTIFICATION D'UNE INSCRIPTION	2004-04-27 10:27

Inscriptions de radiation - Quant à l'inscription visée

09-0736762-0006	2009-11-26 09:30	Radiation quant à	99-0201938-0001
09-0736762-0007	2009-11-26 09:30	Radiation quant à	99-0201938-0003
09-0736762-0008	2009-11-26 09:30	Radiation quant à	99-0201909-0001
09-0758877-0003	2009-12-07 09:30	Radiation quant à	99-0211290-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

AVIS D'ADRESSE

N° 023449

Date, heure, minute de certification : 2019-02-27 13:43

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
00-0381720-0001	2000-12-13 14:47	2010-12-12
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St.W., Suite 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

- 1) all shares in the capital stock of the Company now or at any time hereafter issued and outstanding from time to time, including without limitation, the Specific Shares (collectively, the "Shares");
 - 2) all Securities issued or received in substitution, renewal, addition or replacement of any of the Shares or issued or received on the purchase, redemption, conversion, cancellation or transformation of any such Shares or issued or received by way of dividend or otherwise to the holder of any such Shares;
 - 3) any rights attaching to the Shares, as well as the fruits and revenues thereof, including the capital thereof, income therefrom, interest and dividends thereon, accretions thereto and any other proceeds thereof, including proceeds of redemption;
 - 4) the proceeds of any sale, assignment or other disposition of the property referred to in Sections 1), 2) or 3) above, any claim resulting from such a sale, assignment or other disposition, as well as the property acquired in replacement thereof; and
 - 5) all titles, documents, records, receipts, invoices and accounts evidencing the Shares, or relating thereto,
- (all such property described or referred to in above together being herein called the "Hypothecated Property").

DEFINITIONS:

"Attorney": means THE TRUST COMPANY OF BANK OF MONTREAL, duly appointed as fondé de pouvoir pursuant to Section 2 of the Principal Deed and its successors and assigns in the powers and duties created under the Principal Deed as supplemented and amended by the Supplemental Deed and every other deed, notice or document supplementary or complementary to the Principal Deed, including any and every deed of hypothec, application for registration, notice under Article 2949 of the Civil Code of Quebec, or other instrument or charge which is supplementary or ancillary to the Principal Deed or in implementation of the Principal Deed.

"Canadian Dollars" or "C\$": means the legal currency of Canada.

"Company": means JTI-MACDONALD TM CORP. and any successors and

assignees.

"Debentures": mean the convertible debentures of JT NOVA SCOTIA CORPORATION (now the Grantor), each dated November 23rd, 1999, in the aggregate principal amount of C\$1,200,000,000 issued by JT NOVA SCOTIA CORPORATION (now the Grantor) pursuant to the Subscription Agreement, as the said convertible debentures may be amended, supplemented, replaced or restated from time to time.

"Deed" means the Deed of Hypothec dated December 12, 2000 between THE TRUST COMPANY OF BANK OF MONTREAL and JTI-MACDONALD CORP. and executed before Charlotte Pinsonnault, Notary, said document being referred to under the section "Référence à l'acte constitutif".

"Grantor": means JTI-MACDONALD CORP., the corporation continuing from the amalgamation of JT NOVA SCOTIA CORPORATION and RJR-MACDONALD CORP. on the twenty-seventh (27th) day of November, nineteen hundred and ninety-nine (1999) under the Companies Act (Nova Scotia), and its successors and assigns and shall include any corporation resulting from the amalgamation of JTI-MACDONALD CORP. with any other Person or Persons.

"Governmental Authority": shall have the meaning ascribed thereto in the Subscription Agreement.

Hypothec": shall mean the hypothec, mortgage, charge, transfer, assignment and security interest granted in Section 2.1 of the Deed and, in addition, shall include any and all other hypothecs, mortgages, charges, transfers, assignments and security interests granted in favour of the Attorney by the Grantor, under any deed, notice or other document or instrument supplementary to or amending the Deed.

"Hypothecated Property": means the property described in paragraphs 1), 2), 3), 4) and 5) above and shall include all or any part of the Hypothecated Property.

"Person": means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority.

"Principal Deed": means the Deed of Hypothec dated November 23, 1999 between THE TRUST COMPANY OF BANK OF MONTREAL and JT NOVA SCOTIA CORPORATION and executed before Catherine Bolduc, Notary, under her minute number 212.

"Securities": means all securities, including shares, debentures, units, promissory notes, negotiable instruments, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds, interests in any partnership, certificates or other instruments or titles generally called or included as a security or instruments and titles representing such property.

"Specific Shares": means the 1,000,001 common shares in the capital stock of JTI-MACDONALD TM CORP. represented by Certificate No. 4.

"Subscription Agreement": means the convertible debenture subscription agreement dated November 23rd, 1999 between JT NOVA SCOTIA CORPORATION and JTI-MACDONALD TM CORP. providing, among other things, for the subscription for and issuance of the Debentures, as amended by that Amending Agreement dated as of the twelfth (12th) day of December, two thousand (2000) and as the same may be further amended, supplemented, replaced or restated from time to time.

"Supplemental Deed": means the Deed of Supplemental Hypothec dated December 2, 1999 between THE TRUST COMPANY OF BANK OF MONTREAL and JTI-MACDONALD CORP. and executed before Marjolaine Arès, Notary, under her minute number 196.

MENTIONS

Somme de l'hypothèque

A principal amount of C\$2,000,000,000.00 and an additional principal amount of C\$240,000,000.00 plus interest thereon at the rate of twenty-five percent (25%) per annum calculated semi-annually, not in advance.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2000-12-12

Lieu : Montreal, Québec

N° de minute : 4169

Nom du notaire : PINSONNAULT, Charlotte

Autres mentions :

The Hypothec constitutes a pledge of such of the Hypothecated Property which is delivered to or now in possession of the Attorney, including the Specific Shares, as well as a pledge of any of the Hypothecated Property which may in the future be delivered to or held by the Attorney.

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

04-0231129-0001
Assignment of rights

2004-04-23 13:03

10-0844015-0001
RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

2010-12-01 09:00

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 13:46

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0844015-0001	2010-12-01 09:00	2020-11-29

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

PARTIES

Titulaire

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West,Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

BNY TRUST COMPANY OF CANADA

4 King Street West,Suite 1101, Toronto, Ontario M5H 1B6

Titulaire

COMPAGNIE TRUST BNY CANADA

4 King Street West,Suite 1101, Toronto, Ontario M5H 1B6

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :

JTI-MACDONALD

2455 Ontario Street East, Montréal, Québec H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

Date, heure, minute de certification : 2019-02-27 13:49

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
COMPAGNIE TRUST BNY CANADA	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
04-0231127-0001	Assignment of rights
04-0231129-0001	Assignment of rights

Objet de la rectification :

To modify the Assignee's address which should have read as it appears on the present Rectification.

Date, heure, minute de certification : 2019-02-27 13:51

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
04-0231129-0001	2004-04-23 13:03
Assignment of rights	
PARTIES	
Assignor	
BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
BMO TRUST COMPANY	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignor	
SOCIÉTÉ DE FIDUCIE BMO	
4 King Street West, Suite 1101, Toronto, Ontario	M5H 1B6
Assignee	
BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9
Assignee	
BNY TRUST COMPANY OF CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9
Assignee	
COMPAGNIE TRUST BNY CANADA	
199 Bay Street, 5300 Commerce Court West, Toronto, Ontario	M5L 1B9

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolutive clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" mean the following hypothecs:

A Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on November 23, 1999 under number 99-0201909-0001, as amended by the rectification of same registration registered at the RPMRR on December 22, 1999 under number 99-0228995-0001.

A Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on November 23, 1999 under numbers 99-0201938-0001 and 99-0201938-0003.

A Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on December 3, 1999 under number 99-0211290-0001 and at Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

The Deed of Movable Hypothec and Pledge of Shares dated December 12, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4169 and registered at RPMRR on December 13, 2000 under numbers 00-0381720-0001 and 00-0381720-0002.

A Deed of Hypothec dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4170 and registered at RPMRR on December 13, 2000 under numbers 00-0382879-0001 and at the Land Registry for the registration division of Montreal on December 15, 2000 under number 5221600.

The Deed of Movable Hypothec and Pledge of Shares dated December 13, 2000 by JTI-Macdonald Corp. in favour of the Assignor before Charlotte Pinsonnault, Notary, under her minute number 4171 and registered at the RPMRR on December 13, 2000 under numbers 00-0382879-0003 and 00-0382879-0005.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
99-0201909-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
99-0201938-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0381720-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0381720-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
00-0382879-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
00-0382879-0005	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
99-0211290-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2004-03-23
Lieu : Montréal, Québec

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
04-0237352-0002	2004-04-27 10:27
RECTIFICATION D'UNE INSCRIPTION	

Inscriptions de radiation - Quant à l'inscription visée

09-0736762-0006	2009-11-26 09:30	Radiation quant à	99-0201938-0001
09-0736762-0007	2009-11-26 09:30	Radiation quant à	99-0201938-0003
09-0736762-0008	2009-11-26 09:30	Radiation quant à	99-0201909-0001
09-0758877-0003	2009-12-07 09:30	Radiation quant à	99-0211290-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0001
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0003
12-0359701-0001	2012-05-09 13:03	Radiation quant à	00-0382879-0005

AVIS D'ADRESSE

N° 023449

Date, heure, minute de certification : 2019-02-27 13:55

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD TM COR...

Code Postal :

B3J3R7

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-0902340-0001	2017-08-28 09:00	2027-08-27

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

BNY TRUST COMPANY OF CANADA

1 York Street, 6th Floor, Toronto, Ontario

M5J 0B6

Constituant

JTI-MACDONALD TM CORP.

1969 Upper Water Street, Suite 1300, Halifax, Nova Scotia

B3J 3R7

BIENS

Re-hypothecation of the universality of all of the Grantor's present and future property, assets and rights, movable and immovable, corporeal and incorporeal, tangible and intangible, of any nature whatsoever and wheresoever situated.

DEFINITIONS:

"Deed of Confirmation" means the Deed of Confirmation referred to herein in the section entitled "Référence à l'acte constitutif".

"Grantor" means JTI-MACDONALD TM CORP., a corporation constituted under the laws of the Province of Nova Scotia and its successors and assigns, including any corporation resulting from its amalgamation with any other person(s).

MENTIONS

Somme de l'hypothèque

CAS2,000,000,000 plus an additional amount of CAS240,000,000, in both cases with interest thereon from the date of the Deed of Confirmation at the rate of 25% per annum, calculated semi-annually and not in advance.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2017-08-24

Lieu : Montréal, Québec

N° de minute : 2565

Nom du notaire : Mtre William Dion-Bernard, Notary

Autres mentions :

Re-hypothecation is granted pursuant to a Deed of Confirmation dated August 24, 2017.

AVIS D'ADRESSE

N° 057155

Date, heure, minute de certification : 2019-02-27 13:58

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD TM COR...

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0091767-0001	2011-02-14 09:00	2021-02-13

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TRUST COMPANY OF BANK OF MONTREAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Titulaire

SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

1 First Canadian Place, 100 King St. W., Ste 5104, Toronto, Ontario M5X 1A1

Constituant

JTI-MACDONALD TM CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Constituant

JTI-MACDONALD TM CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Agissant sous la dénomination sociale :
CORPORATION JTI-MACDONALD TM

2455 Ontario Street East, Montréal, Québec H2K 1W3

BIENS

THE UNIVERSALITY OF ALL OF THE GRANTOR'S PRESENT AND FUTURE PROPERTY, MOVEABLE AND IMMOVABLE, REAL AND PERSONAL, CORPOREAL AND INCORPOREAL, TANGIBLE AND INTANGIBLE, NOW OWNED OR HEREAFTER ACQUIRED, OF ANY NATURE WHATSOEVER AND WHERESOEVER SITUATED AND THE UNDERTAKING OF THE GRANTOR, THE WHOLE INCLUDING, WITHOUT LIMITATION, THE FOLLOWING UNIVERSALITIES OF PRESENT AND FUTURE PROPERTY:

1. IMMOVABLES

ALL PRESENT AND FUTURE IMMOVABLE PROPERTY OF THE GRANTOR, AND ALL RIGHTS OF THE GRANTOR IN ANY IMMOVABLE PROPERTY, TOGETHER WITH ALL PROPERTY WHICH MAY BE OR BECOME INCORPORATED THEREWITH OR PERMANENTLY PHYSICALLY ATTACHED OR JOINED THERETO SO AS TO ENSURE THE UTILITY THEREOF OR WHICH IS USED BY THE GRANTOR FOR THE OPERATION OF ITS ENTERPRISE OR THE PURSUIT OF ITS ACTIVITIES (INCLUDING HEATING AND AIR CONDITIONING APPARATUS AND WATERTANKS) AND ALL OTHER PROPERTY WHICH BECOMES IMMOVABLE BY THE EFFECT OF LAW, INCLUDING BY WAY OF ACCESSION, AND ALL REAL RIGHTS RELATING TO OR ATTACHING TO SUCH IMMOVABLE PROPERTY (COLLECTIVELY, THE "IMMOVABLES");

2. RENTALS, REVENUES AND LEASES OF IMMOVABLES

ALL PRESENT AND FUTURE LEASES, AGREEMENTS TO LEASE, OFFERS TO LEASE, OPTIONS TO LEASE, SUB-LEASES AND OTHER RIGHTS TO OCCUPY PREMISES INCLUDING ANY RIGHT OF EMPHYTEUSIS, USE OR OCCUPANCY ("LEASES") IN OR OF THE IMMOVABLES OR ANY PART THEREOF, AND ALL PRESENT AND FUTURE RENTS, REVENUES, ANNUITIES AND OTHER CLAIMS ARISING OUT OF ANY LEASES OR OTHER RIGHTS OR CONTRACTS IN RESPECT OF THE IMMOVABLES, INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY WHICH MAY BE PAYABLE PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT OR ANALOGOUS LEGISLATION OR PROCEEDINGS IN RESPECT OF ANY LEASE, (COLLECTIVELY "RENT") AND THE CONTINUING RIGHT TO DEMAND, SUE FOR, RECOVER, RECEIVE, AND GIVE RECEIPTS FOR SUCH RENT;

3. INSURANCE

INDEMNITIES OR PROCEEDS NOW OR HEREAFTER PAYABLE UNDER ANY PRESENT OR

FUTURE CONTRACT OF INSURANCE ON OR IN RESPECT OF THE IMMOVABLES, THE RENT, ANY OF THE PROPERTY DESCRIBED ABOVE OR ANY OTHER OF THE CHARGED PROPERTY;

4. PROPERTY IN STOCK

ALL PRESENT AND FUTURE PROPERTY IN STOCK AND INVENTORY OF ANY NATURE AND KIND OF THE GRANTOR WHETHER IN ITS POSSESSION, IN TRANSIT OR HELD ON ITS BEHALF, INCLUDING PROPERTY IN RESERVE, RAW MATERIALS OR OTHER MATERIALS, GOODS MANUFACTURED OR TRANSFORMED, OR IN THE PROCESS OF BEING SO, BY THE GRANTOR OR BY OTHERS, PACKAGING MATERIALS, PROPERTY HELD BY A THIRD PARTY UNDER A LEASE, A LEASING AGREEMENT, FRANCHISE OR LICENSE AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO WITH OR ON BEHALF OF THE GRANTOR, PROPERTY EVIDENCED BY BILL OF LADING, ANIMALS, WARES, MINERAL SUBSTANCES, HYDROCARBONS AND OTHER PRODUCTS OF THE SOIL AND ALL FRUITS THEREOF FROM THE TIME OF THEIR EXTRACTION, AS WELL AS ANY OTHER PROPERTY HELD FOR SALE, LEASE OR PROCESSING IN THE MANUFACTURE OR TRANSFORMATION OF PROPERTY INTENDED FOR SALE, LEASE OR USE IN PROVIDING A PRODUCT OR SERVICE BY THE GRANTOR;

5. CLAIMS AND OTHER MOVABLE PROPERTY

ALL OF THE GRANTOR'S PRESENT AND FUTURE CLAIMS, DEBTS, DEMANDS AND CHOSES IN ACTION, WHATEVER THEIR CAUSE OR NATURE, WHETHER OR NOT THEY ARE CERTAIN, LIQUID OR EXIGIBLE, WHETHER OR NOT EVIDENCED BY ANY TITLE (AND WHETHER OR NOT SUCH TITLE IS NEGOTIABLE), BILL OF EXCHANGE OR DRAFT, WHETHER LITIGIOUS OR NOT, WHETHER OR NOT THEY HAVE BEEN PREVIOUSLY OR ARE TO BE INVOICED, WHETHER OR NOT THEY CONSTITUTE BOOK DEBTS OR TRADE ACCOUNTS RECEIVABLE, INCLUDING, WITHOUT LIMITATION, ALL CUSTOMER ACCOUNTS, ACCOUNTS RECEIVABLE, RIGHTS OF ACTION, DEMANDS, JUDGMENTS, CONTRACT RIGHTS, ROYALTIES, DEBTS, TAX REFUNDS, AMOUNTS ON DEPOSIT, BANK ACCOUNTS, CASH, PROCEEDS OF SALE, ASSIGNMENT OR LEASE OF ANY PROPERTY, RIGHTS OR TITLES, INDEMNITIES PAYABLE UNDER ANY CONTRACT OF INSURANCE OF PROPERTY, OF PERSONS, OR OF LIABILITY INSURANCE, PROCEEDS OF EXPROPRIATION, ANY SUMS OWING TO THE GRANTOR IN CONNECTION WITH INTEREST OR CURRENCY EXCHANGE CONTRACTS AND OTHER TREASURY OR HEDGING INSTRUMENTS, MANAGEMENT OF RISKS OR DERIVATIVE INSTRUMENTS EXISTING IN FAVOUR OF THE GRANTOR ("SWAPS"), AND THE GRANTOR'S RIGHTS IN THE CREDIT BALANCE OF ACCOUNTS HELD FOR ITS BENEFIT BY ANY FINANCIAL INSTITUTION OR ANY OTHER PERSON TOGETHER WITH ALL JUDGMENTS AND ALL OTHER RIGHTS, BENEFITS, SECURITIES, SECURITY AGREEMENTS, COLLATERAL, GUARANTEES, SURETYSHIPS, NOTES AND ACCESSORIES TO THE CLAIMS AND RIGHTS MENTIONED ABOVE AND OTHER RIGHTS RELATING THERETO (INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF THE GRANTOR IN ITS CAPACITY AS SELLER UNDER AN INSTALMENT SALE OR A CONDITIONAL SALE, WHERE THE CLAIMS ARE THE RESULT OF SUCH SALE, AS WELL AS ALL MOVABLE PROPERTY OWNED BY THE GRANTOR AND COVERED BY SUCH INSTALMENT OR CONDITIONAL SALES);

6. SECURITIES

ALL PRESENT AND FUTURE SHARES IN THE CAPITAL STOCK OF A LEGAL PERSON, ALL PRESENT AND FUTURE BONDS, DEBENTURES, BILLS OF EXCHANGE, PROMISSORY NOTES, NEGOTIABLE INSTRUMENTS AND OTHER EVIDENCES OF INDEBTEDNESS, AND ALL PRESENT AND FUTURE OPTIONS, WARRANTS, INVESTMENT CERTIFICATES, MUTUAL FUNDS UNITS, ALL INTERESTS OF THE GRANTOR IN ANY PARTNERSHIP, OR ANY RIGHTS IN RESPECT TO ANY OF THE FOREGOING, AND ANY OTHER INSTRUMENT OR TITLE GENERALLY CALLED OR INCLUDED AS A SECURITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "SECURITIES"), INCLUDING, WITHOUT LIMITATION, ALL SECURITIES ISSUED OR RECEIVED IN SUBSTITUTION, RENEWAL, ADDITION OR REPLACEMENT OF SECURITIES, OR ISSUED OR RECEIVED ON THE PURCHASE, REDEMPTION, CONVERSION, CANCELLATION OR OTHER TRANSFORMATION OF SECURITIES OR ISSUED OR RECEIVED BY WAY OF DIVIDEND OR OTHERWISE TO HOLDERS OF SECURITIES, AND ALL PRESENT AND FUTURE INSTRUMENTS, BILLS OF LADING, WAREHOUSE RECEIPTS, DOCUMENTS OR OTHER EVIDENCES OF TITLE OF THE GRANTOR;

7. EQUIPMENT

ALL PRESENT AND FUTURE MACHINERY, EQUIPMENT, IMPLEMENTS, FURNITURE, TOOLS, ROLLING STOCK (INCLUDING AIRCRAFT AND ROAD VEHICLES), SPARE PARTS AND ADDITIONS;

8. INTELLECTUAL PROPERTY RIGHTS

ALL OF THE GRANTOR'S PRESENT AND FUTURE RIGHTS IN ANY TRADE MARK, COPYRIGHT, INDUSTRIAL DESIGN, PATENT, PATENT RIGHTS, GOODWILL, INVENTION, TRADE SECRET, KNOW-HOW, PLANT BREEDERS' RIGHT, TOPOGRAPHY OF INTEGRATED CIRCUITS AND IN ANY OTHER INTELLECTUAL PROPERTY RIGHT (REGISTERED OR NOT) INCLUDING, IF ANY, IMPROVEMENTS AND MODIFICATIONS THERETO AS WELL AS RIGHTS IN ANY ACTION PERTAINING TO THE PROTECTION, IN CANADA OR ABROAD, OF ANY SUCH INTELLECTUAL PROPERTY RIGHTS, AND ALL OF THE PRESENT AND FUTURE UNDERTAKING OF THE GRANTOR, INCLUDING WITHOUT LIMITATION THE TRADEMARKS LISTED IN SCHEDULES "A" AND "B" HEREINBELOW;

9. FRUITS AND REVENUES

ALL PRESENT AND FUTURE FRUITS AND REVENUES EMANATING FROM THE ABOVE CHARGED PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROCEEDS OF ANY SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION OF ANY OF THE PRESENT AND FUTURE PROPERTY OF THE GRANTOR, ANY CLAIM RESULTING FROM SUCH A SALE, ASSIGNMENT, LEASE OR OTHER DISPOSITION, AS WELL AS ANY PROPERTY ACQUIRED IN REPLACEMENT THEREOF;

10. RECORDS AND OTHER DOCUMENTS

ALL PRESENT AND FUTURE TITLES, DOCUMENTS, RECORDS, DATA, VOUCHERS, INVOICES, ACCOUNTS AND OTHER DOCUMENTS EVIDENCING OR RELATED TO THE CHARGED PROPERTY DESCRIBED ABOVE, INCLUDING, WITHOUT LIMITATION, COMPUTER PROGRAMS, DISKS TAPES AND OTHER MEANS OF ELECTRONIC COMMUNICATIONS AS WELL AS THE RIGHTS OF THE GRANTOR TO RECOVER SUCH PROPERTY FROM THIRD PARTIES, RECEIPTS, CATALOGUES, CLIENT LISTS, DIRECTORIES AND OTHER SIMILAR PROPERTY.

DEFINITIONS:

THE EXPRESSION "ATTORNEY" MEANS THE TRUST COMPANY OF BANK OF MONTREAL AND ITS SUCCESSORS AND ASSIGNS, DULY APPOINTED AS FONDE DE POUVOIR OF THE DEBENTUREHOLDER, AS CONTEMPLATED BY ARTICLE 2692 OF THE CIVIL CODE OF QUÉBEC, TO TAKE, RECEIVE, AND HOLD ON BEHALF OF, AND FOR THE BENEFIT OF THE DEBENTUREHOLDER, ALL RIGHTS AND HYPOTHECS CREATED HEREBY AS CONTINUING SECURITY FOR THE PAYMENT OF THE DEBENTURES, AND TO EXERCISE ANY AND ALL POWERS AND RIGHTS AND TO PERFORM ANY AND ALL DUTIES CONFERRED UPON IT HEREUNDER OR BY A DEBENTUREHOLDER'S INSTRUMENT;

THE EXPRESSION "CANADIAN DOLLARS" OR "CS" MEANS THE LEGAL CURRENCY OF CANADA;

THE EXPRESSION "CHARGED PROPERTY" MEANS ALL OF THE UNDERTAKING, PROPERTY AND ASSETS OF THE GRANTOR, MOVABLE AND IMMOVABLE, REAL AND PERSONAL, CORPOREAL AND INCORPOREAL, TANGIBLE AND INTANGIBLE, PRESENT AND FUTURE, SUBJECTED OR INTENDED TO BE SUBJECTED TO THE HYPOTHEC CREATED OR INTENDED TO BE CREATED HEREIN;

THE EXPRESSION "DEBENTURES" MEANS THE CONVERTIBLE DEBENTURES OF THE GRANTOR, EACH DATED NOVEMBER 23RD, 1999 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,200,000,000 CANADIAN DOLLARS ISSUED BY THE GRANTOR PURSUANT TO THE SUBSCRIPTION AGREEMENT, AS THE SAID CONVERTIBLE DEBENTURES MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME;

THE EXPRESSION "DEBENTUREHOLDER" MEANS, AT ANY TIME, THE REGISTERED HOLDER (OR HOLDERS, IF MORE THAN ONE) AT SUCH TIME OF THE DEBENTURES;

THE EXPRESSION "DEBENTUREHOLDER'S INSTRUMENT" MEANS AN INSTRUMENT SIGNED BY THE DEBENTUREHOLDER;

THE EXPRESSION "GOVERNMENTAL AUTHORITY" SHALL HAVE THE MEANING ASCRIBED THERETO IN THE SUBSCRIPTION AGREEMENT;

THE EXPRESSION "GRANTOR" MEANS JTI-MACDONALD TM CORP. AND ITS SUCCESSORS AND ASSIGNS AND SHALL INCLUDE ANY CORPORATION RESULTING FROM THE AMALGAMATION OF JTI-MACDONALD TM CORP. WITH ANY OTHER PERSON OR PERSONS;

THE EXPRESSION "PERSON" SHALL MEAN ANY INDIVIDUAL, PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE, SYNDICATE, SOLE PROPRIETORSHIP, COMPANY OR CORPORATION WITH OR WITHOUT SHARE CAPITAL, UNINCORPORATED ASSOCIATION, TRUST, TRUSTEE, EXECUTOR, ADMINISTRATOR OR OTHER LEGAL PERSONAL REPRESENTATIVE OR GOVERNMENTAL AUTHORITY.

THE EXPRESSION "SUBSCRIPTION AGREEMENT" MEANS THE CONVERTIBLE DEBENTURE SUBSCRIPTION AGREEMENT DATED NOVEMBER 23RD, 1999 BETWEEN THE GRANTOR AND JT CANADA LLC INC. PROVIDING, AMONG OTHER THINGS, FOR THE SUBSCRIPTION FOR AND ISSUANCE OF THE DEBENTURES, AS THE SAME MAY BE AMENDED, SUPPLEMENTED, REPLACED OR RESTATED FROM TIME TO TIME.

SCHEDULE "A" CANADIAN TRADE-MARKS

*
* En raison de sa longueur, la description des biens visés *
* n'est pas affichée totalement. *
* *
* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
* *

MENTIONS

Somme de l'hypothèque

CA\$2,240,000,000 (INCLUDING AN ADDITIONAL HYPOTHEC OF CA\$240,000,000) PLUS INTEREST AT THE RATE OF 25% PER ANNUM

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 1999-11-23

Lieu : Montréal, Québec

N° de minute : 211

Nom du notaire : Mtre. Catherine Bolduc, Notary

REMARQUES

INSCRIPTION

11-0140912-0001
Assignment of rights

DATE-HEURE-MINUTE

2011-03-04 09:00

AVIS D'ADRESSE

N° 012911

Date, heure, minute de certification : 2019-02-27 14:06

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

JTI MACDONALD TM COR...

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE

11-0140912-0001 2011-03-04 09:00

Assignment of rights

PARTIES

Assignor

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

BMO TRUST COMPANY

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignor

SOCIÉTÉ DE FIDUCIE BMO

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA/COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

BNY TRUST COMPANY OF CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

Assignee

COMPAGNIE TRUST BNY CANADA

4 King Street West, Suite 1101, Toronto, Ontario M5H 1B6

BIENS

The Assignor assigns to the Assignee all of its rights and obligations under the Hypothecs, including all of the security created in favour of the Assignor in virtue of the Hypothecs, the Assignee being subrogated in all of the rights of the Assignor under the Hypothecs and all ancillary deeds and documents related thereto, including without limitation all hypothecary rights, resolatory clauses and other real and personal secured rights and recourses of whatsoever nature and kind.

DEFINITION:

"Hypothecs" means the following hypothecs:

(i) a Deed of Hypothec dated November 23, 1999 by JTI-Macdonald TM Corp. in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 211, and registered at the Register of Personal and Movable Real rights (the "RPMRR") on February 14, 2011 under number 11-0091767-0001;

(ii) a Deed of Hypothec dated November 23, 1999 by JT Nova Scotia Corporation in favour of the Assignor before Catherine Bolduc, Notary, under her minute number 212, and registered at the RPMRR on February 14, 2011 under numbers 11-0091767-0002 and 11-0091767-0003; and

(iii) a Supplemental Deed of Hypothec dated December 2, 1999 by JTI-Macdonald Corp. in favour of the Assignor, before Marjolaine Arès, Notary, under her minute number 196, and registered at the RPMRR on February 14, 2011 under number 11-0091767-0006 and at the Land Registry for the registration division of Montreal on December 3, 1999 under number 5138944.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0091767-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0091767-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
11-0091767-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2004-03-23

Lieu : Montréal, Québec

Autres mentions :

BMO TRUST COMPANY/SOCIÉTÉ DE FIDUCIE BMO was formerly known as THE TRUST COMPANY OF BANK OF MONTREAL/SOCIÉTÉ DE FIDUCIE BANQUE DE MONTRÉAL

AVIS D'ADRESSE

N° 012911

N° 023449

Date, heure, minute de certification : 2019-02-27 14:11

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

LA CORP INC

Code Postal :

H2T2A4

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE DATE EXTRÊME D'EFFET
16-0680076-0033 2016-07-14 12:33 2021-07-07

DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS

PARTIES

Locateur

Subaru Outaouais

890 St. Joseph Blvd., Gatineau, QC J8Z 1S9

Cessionnaire

Toyota Credit Canada Inc.

80 Micro Court Suite 200, Markham, ON L3R 9Z5

Locataire

LA CORP INC.

5605 AVE DE GASPE BUREAU 704, MONTREAL, QC H2T 2A4

Locataire

CHARTIER JULIEN 1985-06-28

Locataire

9433640 CANADA INC.

5605 AVE DE GASPE BUREAU 704, MONTREAL, QC H2T 2A4

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	JF1GPAF67GH286068	2016	SUBARU IMP-GG2SP

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-07-07

Lieu : Gatineau QC

La cession vise tous les droits

Autres mentions :

REF: (5L0001638714 / ONTC1F2427638-1 / 9988433)

AVIS D'ADRESSE

N° 017813

Date, heure, minute de certification : 2019-02-27 14:14

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0051029-0001	2018-01-19 09:00	2018-09-18

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

PARTIES

Crédit-bailleur

McGrath Rentcorp.

90 Brunswick Boulevard,, Dollard-des-ormeaux, QC H9B 2C5

Crédit-bailleur

TRS-RenTelco Inc.

90 Brunswick Boulevard,, Dollard-des-ormeaux, QC H9B 2C5

Crédit-preneur

MACDONALD DETTWILER AND ASSOCIATES CORP.

21025 RTE TRANSCANADIENNE, STE-ANNE-DE-BELLEVUE, QC H9X 3R2

BIENS

Qty of 1 - AT/M9505A;F, 5-slot AXIe chassis with embedded system module, asset #1208981, S/N TW57100452
Qty of 1 - AT/M9537A;A, AXIe High Performance Embedded Controller, asset #1208982, S/N TW56330622
Qty of 2 - AT/U4164A;B, LA Module with Options up to 4 Gb/s State@10 GHz Timing Mode, asset #s 1208983 & 1208984, S/N MY55450479 & MY55450480
Qty of 8 - AT/U4204A;Probe, 34 channel, Soft Touch Pro, singleended, 160-pin direct connect, asset #s 1208985, 1208986,1208987,1208988,1208989,1208990,1208991, 1208992 - S/N 1752010, 1752006, 1752003,1752004,1752002,1752007,1752012,1752013

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REF: {1708227 / BCCS1F151405-1 / 10706697}

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
18-1024320-0001	2018-09-17 13:04

RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT

Date, heure, minute de certification : 2019-02-27 14:17

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-1024320-0001	2018-09-17 13:04	2020-05-14
RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT		

PARTIES

Titulaire

McGrath Rentcorp.

90 Brunswick Boulevard,, Dollard-des-ormeaux, QC

H9B 2C5

Titulaire

TRS-RenTelco Inc.

90 Brunswick Boulevard,, Dollard-des-ormeaux, QC

H9B 2C5

Constituant

MACDONALD DETTWILER AND ASSOCIATES CORP.

21025 RTE TRANSCANADIENNE, STE-ANNE-DE-BELLEVUE, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO

NATURE

18-0051029-0001DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Autres mentions :

REF: (1708227 / BCCS1C151405-2 / 10936142)

Date, heure, minute de certification : 2019-02-27 14:22

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0168876-0004	2016-02-29 14:06	2021-03-22

RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501,NORTH YORK,ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY,MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

06-0157270-0001 DROITS RÉSULTANT D'UN BAIL

Date, heure, minute de certification : 2019-02-27 14:25

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0349969-0001	2013-05-01 11:35	2023-05-01
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

ROYAL BANK OF CANADA

20 King Street West, 4th Floor, Toronto, Ontario

M5H 1C4

Constituant

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025, Route Trans-Canada, Sainte-Anne-de-Bellevue, Québec

H9X 3R2

Constituant

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025, Route Trans-Canada, Sainte-Anne-de-Bellevue, Québec

H9X 3R2

BIENS

The universality of the Grantor's movable property, corporeal and incorporeal, present and future, of whatever nature and kind and wherever situate (including, without limitation, the Lease) (the "Charged Property").

Replacement Property

Any and all Charged Property which is acquired, transformed or manufactured after the date of the Deed will be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by the Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Charged Property, and (iii) in the case of Securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged Securities.

Limitations regarding Certain Charged Property

To the extent the grant of a hypothec or security interest in any Charged Property would violate applicable law, require the leave, license, consent or approval of any Official Body, constitute a breach of or default under, or result in the termination of or require the consent of the applicable counterparty or any other person under, any contract, lease, license, indenture, instrument, agreement or other document evidencing or giving rise to, or governing or affecting, such Charged Property, or result in the invalidation thereof or provide any party thereto with a right of termination (the "Restricted Property"), the Hypothec created in the Deed on any Restricted Property is under the suspensive condition of obtaining such leave, license, consent or approval. Upon obtaining the applicable leave, license, consent or approval, the Hypothec will apply in respect of the relevant Restricted Property without regard to this section and without the necessity of any further act or delivery by any person.

For the purposes hereof, the following definitions apply:

"Bonds" means any or all of the bonds issued from time to time pursuant to the Deed and outstanding thereunder, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time;

"Bondholder" means any person in whose name Bonds are registered in the register kept by the Trustee in accordance with the provisions of the

Deed;

"Claims" means, regardless of the debtors or situs thereof, any and all of the Grantor's claims, debts and demands, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), notes, acceptances, bills of exchange or drafts; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts, including (i) indemnities payable to the Grantor under any and all risk insurance policy, any life insurance policy or any liability insurance policy, (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts and other treasury or hedging instruments, management of risks or derivative instruments existing in favour of the Grantor, (iii) the Grantor's rights in any credit balances, monies or deposits in accounts held for it by the Trustee (subject to the Trustee's compensation or set off-rights) or by any financial institution or any other person, (iv) all judgments, rights and accessories thereto (including Encumbrances in support thereof), and (v) all books, papers, invoices, notes and data files evidencing, recording or supporting the same;

"Conventional Security" means a conventional hypothec, a resolatory right, a right of redemption, a reservation of ownership, a trust and any security device or other real right, whether or not capable of registration, granted by agreement for the purpose of securing the performance of an obligation;

"Deed" means the Deed of Hypothec and Issue of Bonds described and referred to herein under the heading "Référence à l'acte constitutif" as same may be amended, restated, restated, supplemented or otherwise modified from time to time;

"Encumbrance" means a legal cause of preference, a dismemberment of the right of ownership, a special mode of ownership, a restriction on the right to dispose and a Conventional Security;

"Grantor" means MacDonald, Dettwiler and Associates Corporation and its successors and permitted assigns;

"Hypothec" means the hypothec created in the Deed;

"Lease" means the lease agreement dated November 28, 2005 between 6457258 Canada Ltd., as landlord, and MDA Space Inc. (now MacDonald, Dettwiler and Associates Corporation), as tenant, as amended by amendment no. 1 dated May 1, 2010 and amendment no. 2 dated January 1, 2012, and as the same may be further amended, restated, supplemented, or otherwise modified from time to time;

"Official Body" means any government (including any federal, provincial, state, territorial, municipal or local government) or political subdivision or any agency, authority, bureau, regulatory or administrative authority, central bank, monetary authority, commission, department, or instrumentality thereof, or any court, tribunal, judicial entity or arbitrator, whether foreign or domestic;

"Securities" means any stock, shares, partnership interests, voting, voting trust certificates, certificates of interest or participation in any profit sharing agreement or arrangement, option, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; and

"Trustee" means Royal Bank of Canada, the person appointed as fondé de pouvoir for the Bondholders and includes its successors and assigns appointed in replacement thereof.

MENTIONS

Somme de l'hypothèque

Cdn\$3,250,000,000 with interest thereon from May 1, 2013 at the rate of 25% per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2013-05-01

Lieu : Montréal, Province of Québec

N° de minute : 146

Nom du notaire : SANGANI, Shalini

Autres mentions :

The Trustee authorizes the Grantor to collect all Claims. However, upon the occurrence and continuance of a Default (as defined in the Deed), such authorization may be withdrawn by the Trustee.

ROYAL BANK OF CANADA acts as fondé de pouvoir ("person holding the power of attorney") as contemplated in Article 2692 of the Civil Code of Québec on behalf of the present and future Bondholders.

AVIS D'ADRESSE

N° 045926

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0044773-0001	2011-01-24 11:40	2016-03-22

Renouvellement de la publicité d'un droit

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501, NORTH YORK, ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
--------	--------

06-0157270-0001	DROITS RÉSULTANT D'UN BAIL
-----------------	----------------------------

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0247533-0001	2010-04-22 09:52	2019-04-22

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

ELECTRO RENT LLC

210 Brunel Road, Mississauga, Ontario

L4Z 1T5

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

BIENS

10 MHz to 26.5 GHz PNA-X Network Analyzer with Custom Solutions, Agilent model N5242AS, part # AT-N5242ASH85-2/10/21/25/86, asset # 1412091H, serial # MY50071005;

Return to Agilent Warranty - 3 years, Agilent model R-51B-001-3C, part # AT-N5242AS-R-51B-001-3C, asset # 1412098D;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N5242AS-R-50C-016-3, asset # 1412099B;

High Power configurable, Agilent model N5242AS-H85;

2 ports, single source, Agilent model N5242A-200;

Time-domain measurements, Agilent model N5242A-010;

Gain compression measurements, Agilent model N5242A-086;

ISO 17025 compliant calibration, Agilent model N5242A-1A7, part # AT-N5242AS-1A7, asset # 1412100C;

Add extended power range to 2 port analyzer (no bias-tees), Agilent model N5242AS-385;

Add four internal pulse generators, Agilent model N5242A-025;

Add pulse modulator to internal first source, Agilent model N5242A-021;

Pulse/IO Adapter for N5242A, Agilent model N1966A, part # AT-N1966A, asset # 1412108G;

Recommended Startup assistance, Agilent model PS-S20-01, part # AT-PS-S20-01, asset # 1412173F;

ECal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B;

Both 3.5 mm connectors are female on module, Agilent model N4691B-00F;
ISO 17025 compliant calibration, Agilent model N4691B-1A7;
ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3;
Wooden storage box, Agilent model N4691B-150;
including accessories, manual and other items delivered with the
equipment.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-04-16

Lieu : Sainte-Anne-de-Bellevue, Quebec and Mississauga, Ontario

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

10-0267244-0001

2010-04-29 11:54

RECTIFICATION D'UNE INSCRIPTION

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
10-0267244-0001	2010-04-29 11:54
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Locateur	
ELECTRO RENT LLC	
210 Brunel Road, Mississauga, Ontario	L4Z 1T5
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0247533-0001	DROITS RÉSULTANT D'UN BAIL

Objet de la rectification :

This rectification is to add serial number, asset numbers and part numbers to the following equipment referred to in the section "Biens":

Ecal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B, part # AT-N4691B/00F/150, asset # 1412417D, serial # MY46181663;

ISO 17025 compliant calibration, Agilent model N4691B-1A7, part # AT-N4691B-1A7, asset # 1412416F;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N4691B-R-50C-016-3, asset # 1412415H.

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
06-0360282-0001	2006-06-22 14:08

Modification d'un droit publié

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501, NORTH YORK, ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION
MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO

06-0157270-0001

NATURE

DROITS RESULTANT D'UN BAIL

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

ADD THE FOLLOWING 3 DEBTORS DUE TO A NAME CHANGE:

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

V7Y1B3

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1044814-0001	2017-10-03 09:00	2027-10-02

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

ROYAL BANK OF CANADA

1 Place Ville-Marie, Suite 300, Montreal, Quebec H3B 4R8

Constituant

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

700 West Georgia Street, 25th Floor, Vancouver, British Columbia V7Y 1B3

Constituant

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

700 West Georgia Street, 25th Floor, Vancouver, British Columbia V7Y 1B3

BIENS

The universality of all of MACDONALD, DETTWILER AND ASSOCIATES CORPORATION / CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS's (the "Grantor") movable (personal) property, present and future, corporeal and incorporeal, of whatever nature and wherever situated, including, without limitation:

1. the Lease;
2. the universality of all tools and equipment pertaining to the enterprises of the Grantor;
3. the universality of all claims (including any and all monetary claims), accounts receivable and customer accounts of the Grantor;
4. the universality of all rights, title and interest in, to and under, all contracts, agreements, deeds, licenses, permits and leases, present and future, entered into from time to time by the Grantor or issued in its favour and all renewals thereof;
5. the universality of all patents, trademarks, industrial designs, copyrights and other intellectual property rights of the Grantor;
6. the universality of all Securities of the Grantor; and
7. the universality of all corporeal movables included in the assets of any of the Grantor's enterprises kept for sale, lease or processing in the manufacture or transformation of property intended for sale, for lease or for use in providing a service.

DEFINITIONS:

"Credit Agreement" means that certain restated credit agreement dated as of or on or about October 5, 2017 by and among Macdonald, Dettwiler and Associates Ltd., as borrower, the lenders from time to time party thereto, as lenders, and Royal Bank of Canada, as administrative agent, as same may be amended, restated, supplemented, replaced and otherwise modified from time to time.

"Lease" means the lease agreement dated November 28, 2005 between 6457258 Canada Ltd., as landlord, and MDA Space Inc. (now Macdonald, Dettwiler and Associates Corporation), as tenant, as amended by amendment no. 1 dated May 1, 2010 and amendment no. 2 dated January 1, 2012, and as the same may be further amended, restated, supplemented, or otherwise modified from time to time.

"Securities" means any securities (as defined in the STA), bills of

exchange, notes, shares, warrants, bonds, debentures, interests or other equivalents (however designated) of capital stock of corporations, any and all equivalent or similar ownership interests (including, for greater certainty, partnership interests and units in a trust) and other securities considered or acknowledged as securities, financial assets and security entitlements (as such terms are defined in the STA), in each case present and future, including without limitation the renewals, substitutions and additions to which such securities are subject and the securities and other property received or issued pursuant to any transformation of such securities, along with all income derived and all rights arising therefrom, and Security means any one of them.

"STA" means the Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Québec) or other similar legislation of another jurisdiction, each as in effect from time to time.

MENTIONS

Somme de l'hypothèque

\$7,500,000,000, with interest at the rate of 25% per annum from the date of the deed hereby published, compounded annually.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2017-10-02

Lieu : Montreal, Quebec

N° de minute : 540

Nom du notaire : DOAN, Julie

Autres mentions :

ROYAL BANK OF CANADA (the "Trustee") expressly authorizes the Grantor to collect the claims owed to it from time to time for so long as no Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing and the Trustee shall not have notified the Grantor of the withdrawal of the present authorization.

AVIS D'ADRESSE

N° 043750

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0168876-0004	2016-02-29 14:06	2021-03-22

RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501,NORTH YORK,ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY,MONTREAL,QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
--------	--------

06-0157270-0001	DROITS RÉSULTANT D'UN BAIL
-----------------	----------------------------

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0410751-0001	2014-05-12 09:53	2024-05-09

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Il s'agit d'une inscription globale (art.2961.1 Code civil).

PARTIES

Crédit-bailleur

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA

5150 SPECTRUM WAY,MISSISSAUGA,ON

L4W 5G1

Crédit-bailleur

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY

5150 SPECTRUM WAY,MISSISSAUGA,ON

L4W 5G1

Crédit-preneur

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION
CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY,STE-ANNE DE BELLEVUE,QC

H9X 3R2

BIENS

MASTER LEASE. ANY AND ALL EQUIPMENT, TANGIBLE AND INTANGIBLE, LEASED
PURSUANT TO SCHEDULES UNDER MASTER LEASE AGREEMENT NO. 5245466950
AND ANY PROCEEDS THEREFROM.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-05-09

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0044773-0001	2011-01-24 11:40	2016-03-22

Renouvellement de la publicité d'un droit

PARTIES

LOCATEUR

SERVICES FINANCIERS BELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501, NORTH YORK, ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

06-0157270-0001 DROITS RÉSULTANT D'UN BAIL

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0247533-0001	2010-04-22 09:52	2019-04-22

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

ELECTRO RENT LLC

210 Brunel Road, Mississauga, Ontario

L4Z 1T5

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD,
DETTWILER ET ASSOCIÉS

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

Locataire

CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND
ASSOCIATES CORPORATION

21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec

H9X 3R2

BIENS

10 MHz to 26.5 GHz PNA-X Network Analyzer with Custom Solutions,
Agilent model N5242AS, part # AT-N5242ASH85-2/10/21/25/86, asset #
1412091H, serial # MY50071005;

Return to Agilent Warranty - 3 years, Agilent model R-51B-001-3C, part
AT-N5242AS-R-51B-001-3C, asset # 1412098D;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3,
part # AT-N5242AS-R-50C-016-3, asset # 1412099B;

High Power configurable, Agilent model N5242AS-H85;

2 ports, single source, Agilent model N5242A-200;

Time-domain measurements, Agilent model N5242A-010;

Gain compression measurements, Agilent model N5242A-086;

ISO 17025 compliant calibration, Agilent model N5242A-1A7, part #
AT-N5242AS-1A7, asset # 1412100C;

Add extended power range to 2 port analyzer (no bias-tees), Agilent
model N5242AS-285;

Add four internal pulse generators, Agilent model N5242A-025;

Add pulse modulator to internal first source, Agilent model N5242A-021;

Pulse/IO Adapter for N5242A, Agilent model N1966A, part # AT-N1966A,
asset # 1412108G;

Recommended Startup assistance, Agilent model PS-S20-01, part #
AT-PS-S20-01, asset # 1412173F;

ECal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B;

Both 3.5 mm connectors are female on module, Agilent model N4691B-00F;
ISO 17025 compliant calibration, Agilent model N4691B-1A7;
ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3;
Wooden storage box, Agilent model N4691B-150;
including accessories, manual and other items delivered with the
equipment.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-04-16

Lieu : Sainte-Anne-de-Bellevue, Quebec and Mississauga, Ontario

REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

10-0267244-0001

2010-04-29 11:54

RECTIFICATION D'UNE INSCRIPTION

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
10-0267244-0001	2010-04-29 11:54
RECTIFICATION D'UNE INSCRIPTION	
PARTIES	
Locateur	
ELECTRO RENT LLC	
210 Brunel Road, Mississauga, Ontario	L4Z 1T5
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION/CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2
Locataire	
CORPORATION MACDONALD, DETTWILER ET ASSOCIÉS/MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	
21025 Trans-Canada Highway, Sainte-Anne-de-Bellevue, Quebec	H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0247533-0001	DROITS RÉSULTANT D'UN BAIL

Objet de la rectification :

This rectification is to add serial number, asset numbers and part numbers to the following equipment referred to in the section "Biens":

ECal module, 300 kHz to 26.5 GHz, 3.5 mm, 2-port, Agilent model N4691B, part # AT-N4691B/00F/150, asset # 1412417D, serial # MY46181663;

ISO 17025 compliant calibration, Agilent model N4691B-1A7, part # AT-N4691B-1A7, asset # 1412416F;

ISO 17025 Compliant Calibration - 3 years, Agilent model R-50C-016-3, part # AT-N4691B-R-50C-016-3, asset # 1412415H.

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

MACDONALD DETTWILER ...

Code Postal :

H9X3R2

Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE
06-0360282-0001	2006-06-22 14:08

Modification d'un droit publié

PARTIES

LOCATEUR

SERVICES FINANCIERS DELL CANADA LIMITEE

155 GORDON BAKER ROAD, SUITE 501,NORTH YORK,ON

M2H 3N5

LOCATAIRE

MDA SPACE INC.

21025 TRANS CANADA HWY,MONTREAL,QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION
MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

LOCATAIRE

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

21025 TRANS CANADA HWY, MONTREAL, QC

H9X 3R2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
06-0157270-0001	DROITS RÉSULTANT D'UN BAIL

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

ADD THE FOLLOWING 3 DEBTORS DUE TO A NAME CHANGE:

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION-CORPORATION MACDONALD,
DETTWILER ET ASSOCIES

MACDONALD, DETTWILER AND ASSOCIATES CORPORATION

CORPORATION MACDONALD, DETTWILER ET ASSOCIES

Date, heure, minute de certification : 2019-02-27 14:27

Critère de recherche Nom d'organisme :

JTI-MACDONALD CORP.

Critère de sélection Nom d'organisme :

RJR MACDONALD CORP

Code Postal :

H2K1W3

Détail de l'inscription

INSCRIPTION DATE-HEURE-MINUTE

11-0103489-0001 2011-02-17 13:15

CHANGEMENT DE NOM

PARTIES

Ancien nom

JT NOVA SCOTIA CORPORATION

2455 Ontario Street East, Montréal, Québec H2K 1W3

Ancien nom

RJR-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

Nouveau nom

JTI-MACDONALD CORP.

2455 Ontario Street East, Montréal, Québec H2K 1W3

MENTIONS

Référence à l'inscription visée

NUMÉRO NATURE

11-0091767-0002 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

11-0091767-0003 HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Certificate of amalgamation

Date : 1999-11-27

Lieu : Nova Scotia

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **JTI-MACDONALD CORP.**

Court File No.: 19-CV-615862-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**APPLICATION RECORD
(Volume 3 of 4)**

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton (LSO# 24266B)

Email: rthornton@tgf.ca

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicant