

**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.**

**MOTION RECORD  
(Banking Arrangements Order)  
Returnable August 15, 2025**

August 12, 2025

**BLAKE, CASSELS & GRAYDON LLP**  
Barristers and Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto, Ontario M5L 1A9

**Pamela Huff**, LSO #27344V  
Tel: 416-863-2958  
Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)

**Linc Rogers**, LSO #43562N  
Tel: 416-863-4168  
Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)

**Jake Harris**, LSO #85481T  
Tel: 416-863-2523  
Email: [jake.harris@blakes.com](mailto:jake.harris@blakes.com)

*Lawyers for Deloitte Restructuring Inc.,  
in its capacity as CCAA Plan Administrator of  
JTI-Macdonald Corp.*

**TO: COMMON SERVICE LIST**

Court File No. 19-CV-615862-00CL  
Court File No. 19-CV-616077-00CL  
Court File No. 19-CV-616779-00CL

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SUPERIOR COURT OF JUSTICE  
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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.**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **IMPERIAL TOBACCO CANADA LIMITED**  
AND **IMPERIAL TOBACCO COMPANY LIMITED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **ROTHMANS, BENSON & HEDGES INC.**

**Applicants**

**COMMON SERVICE LIST  
(as of August 12, 2025)**

<b>TO:</b>	<b>THORNTON GROUT FINNIGAN LLP</b> 100 Wellington Street West, Suite 3200 TD West Tower, Toronto-Dominion Centre Toronto, ON M5K 1K7 Fax: 416-304-1313  <b>Robert I. Thornton</b> Tel: 416-304-0560 Email: rthornton@tgf.ca  <b>Leanne M. Williams</b> Tel: 416-304-0060 Email: lwilliams@tgf.ca  <b>Rachel A. Nicholson</b> Tel: 416-304-1153 Email: rnicholson@tgf.ca
------------	---

\* For any additions or questions, please contact Nancy Thompson at [nancy.thompson@blakes.com](mailto:nancy.thompson@blakes.com)

	<p><b>Mitchell W. Grossell</b> Tel: 416-304-7978 Email: mgrossell@tgf.ca</p> <p><b>John L. Finnigan</b> Tel: 416-304-0558 Email: jfinnigan@tgf.ca</p> <p><b>Rebekah O'Hare</b> Tel: 416-307-2423 Email: rohare@tgf.ca</p> <p><b>Rudrakshi Chakrabarti</b> Tel: 416-307-2425 Email: rchakrabarti@tgf.ca</p> <p>Lawyers for JTI-Macdonald Corp.</p>
<b>AND TO:</b>	<p><b>DELOITTE RESTRUCTURING INC.</b> Bay Adelaide East 8 Adelaide Street West Suite 200 Toronto, ON M5H 0A9 Fax: 416-601-6690</p> <p><b>Warren Leung</b> Tel: 416-874-4461 Email: waleung@deloitte.ca</p> <p><b>Jean-Francois Nadon</b> Tel: 514-390-0059 Email: jnadon@deloitte.ca</p> <p><b>Phil Reynolds</b> Tel: 416-956-9200 Email: philreynolds@deloitte.ca</p> <p>The Monitor of JTI-Macdonald Corp.</p>

<b>AND TO:</b>	<p><b>BLAKE, CASSELS &amp; GRAYDON LLP</b> 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9 Fax: 416-863-2653</p> <p><b>Pamela Huff</b> Tel: 416-863-2958 Email: pamela.huff@blakes.com</p> <p><b>Linc Rogers</b> Tel: 416-863-4168 Email: linc.rogers@blakes.com</p> <p><b>Jake Harris</b> Tel: 416-863-2523 Email: jake.harris@blakes.com</p> <p><b>Nancy Thompson, Law Clerk</b> Tel: 416-863-2437 Email: nancy.thompson@blakes.com</p> <p>Lawyers for Deloitte Restructuring Inc., in its capacity as Monitor of JTI-Macdonald Corp.</p>
<b>AND TO:</b>	<p><b>MILLER THOMSON LLP</b> Scotia Plaza 40 King Street West, Suite 5800 Toronto, ON M5H 3S1</p> <p><b>Craig A. Mills</b> Tel: 416-595-8596 Email: cmills@millerthomson.com</p> <p>Lawyers for North Atlantic Operating Company, Inc.</p>
<b>AND TO:</b>	<p><b>MILLER THOMSON LLP</b> 1000, rue De La Gauchetière Ouest, bureau 3700 Montreal, QC H3B 4W5</p> <p><b>Hubert Sibre</b> Tel: 514-879-4088 Email: hsibre@millerthomson.com</p> <p>Lawyers for AIG Insurance Canada</p>

<b>AND TO:</b>	<p><b>BLUETREE ADVISORS INC.</b> First Canada Place 100 King Street West Suite 5600 Toronto, ON M5X 1C9</p> <p><b>William E. Aziz</b> Tel: 416-575-2200 Email: baziz@bluetreadvisors.com</p> <p>Chief Restructuring Officer of JTI-Macdonald Corp.</p>
<b>AND TO:</b>	<p><b>STIKEMAN ELLIOTT LLP</b> Commerce Court West 199 Bay Street, Suite 5300 Toronto, ON M5L 1B9 Fax: 416-947-0866</p> <p><b>David R. Byers</b> Tel: 416-869-5697 Email: dbyers@stikeman.com</p> <p><b>Maria Konyukhova</b> Tel: 416-869-5230 Email: mkonyukhova@stikeman.com</p> <p><b>Lesley Mercer</b> Tel: 416-869-6859 Email: lmercer@stikeman.com</p> <p>Lawyers for British American Tobacco p.l.c., B.A.T. Industries p.l.c. and British American Tobacco (Investments) Limited</p>
<b>AND TO:</b>	<p><b>OSLER, HOSKIN &amp; HARCOURT LLP</b> 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, ON M5X 1B8 Fax: 416-862-6666</p> <p><b>Deborah Glendinning</b> Tel: 416-862-4714 Email: dglendinning@osler.com</p> <p><b>Marc Wasserman</b> Tel: 416-862-4908 Email: mwasserman@osler.com</p>

	<p><b>John A. MacDonald</b> Tel: 416-862-5672 Email: jmacdonald@osler.com</p> <p><b>Michael De Lellis</b> Tel: 416-862-5997 Email: mdelellis@osler.com</p> <p><b>Craig Lockwood</b> Tel: 416-862-5988 Email: clockwood@osler.com</p> <p><b>Marleigh Dick</b> Tel: 416-862-4725 Email: mdick@osler.com</p> <p><b>Martino Calvaruso</b> Tel: 416-862-6665 Email: mcalvaruso@osler.com</p> <p>Lawyers for Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited</p>
<b>AND TO:</b>	<p><b>DAVIES WARD PHILLIPS &amp; VINEBERG LLP</b> 155 Wellington Street West Toronto, ON M5V 3J7</p> <p><b>Natasha MacParland</b> Tel: 416-863-5567 Email: nmacparland@dwpv.com</p> <p><b>Chanakya Sethi</b> Tel: 416-863-5516 Email: csethi@dwpv.com</p> <p><b>Rui Gao</b> Tel: 416-367-7613 Email: rgao@dwpv.com</p> <p><b>Benjamin Jarvis</b> Tel: 514-807-0621 Email: bjarvis@dwpv.com</p> <p><b>Robert Nicholls</b> Email: rnicholls@dwpv.com</p>

	<p><b>Anisha Visvanatha</b> Tel: 416-367-7480 Email: avisvanatha@dwpv.com</p> <p><b>Ashley Perley</b>, Law Clerk Tel: 416-566-0463 Email: aperley@dwpv.com</p> <p>Lawyers for FTI Consulting Canada Inc., in its capacity as Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited</p>
<b>AND TO:</b>	<p><b>MORGAN, LEWIS &amp; BOCKIUS LLP</b> 101 Park Avenue New York, NY 10178-0060</p> <p><b>Jennifer Feldsher</b> Tel: 212-309-6017 Email: jennifer.feldser@morganlewis.com</p> <p><b>MORGAN, LEWIS &amp; BOCKIUS LLP</b> One State Street Hartford, CT 06103-3178</p> <p><b>David K. Shim</b> Tel: 860-240-2580 Email: david.shim@morganlewis.com</p> <p>US Counsel for FTI Consulting Canada Inc., in its capacity as Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited</p>
<b>AND TO:</b>	<p><b>FTI CONSULTING CANADA INC.</b> 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, ON M4K 1G8 Fax: 416-649-8101</p> <p><b>Greg Watson</b> Tel: 416-649-8077 Email: greg.watson@fticonsulting.com</p> <p><b>Paul Bishop</b> Tel: 416-649-8053 Email: paul.bishop@fticonsulting.com</p> <p><b>Jeffrey Rosenberg</b> Tel: 416-649-8073 Email: jeffrey.rosenberg@fticonsulting.com</p>

	<p><b>Kamran Hamidi</b> Tel: 416-649-8068 Email: kamran.hamidi@fticonsulting.com</p> <p><b>Carter Wood</b> Tel: 416-844-9169 Email: carter.wood@fticonsulting.com</p> <p>Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited</p>
<b>AND TO:</b>	<p><b>MCCARTHY TÉTRAULT LLP</b> 66 Wellington Street West Suite 5300 TD Bank Tower, Box 48 Toronto, ON M5K 1E6 Fax: 416-868-0673</p> <p><b>James Gage</b> Tel: 416-601-7539 Email: jgage@mccarthy.ca</p> <p><b>Heather Meredith</b> Tel: 416-601-8342 Email: hmeredith@mccarthy.ca</p> <p><b>Paul Steep</b> Tel: 416-601-7998 Email: psteepp@mccarthy.ca</p> <p><b>Trevor Courtis</b> Tel: 416-601-7643 Email: tcourtis@mccarthy.ca</p> <p><b>Deborah Templer</b> Tel: 416-601-8421 Email: dtempler@mccarthy.ca</p> <p>Lawyers for Rothmans, Benson &amp; Hedges, Inc.</p>
<b>AND TO:</b>	<p><b>LAPOINTE ROSENSTEIN MARCHAND MELANÇON LLP</b> 1 Place Ville Marie, Suite 1300 Montreal, QC H3B 0E6</p>



	<p><b>Mireille Fontaine</b> Tel: 514-925-6342 Email: mireille.fontaine@lrmm.com</p> <p>Lawyers for the Top Tube Company</p>
<b>AND TO:</b>	<p><b>TORYS LLP</b> 79 Wellington St. West, Suite 3000 Box 270, TD Centre Toronto, ON M5K 1N2 Fax: 416-865-7380</p> <p><b>Scott Bomhof</b> Tel: 416-865-7370 Email: sbomhof@torys.com</p> <p><b>Adam Slavens</b> Tel: 416-865-7333 Email: aslavens@torys.com</p> <p><b>Alec Angle</b> Tel: 416-865-7534 Email: aangle@torys.com</p> <p>Lawyers for JT Canada LLC Inc. and PricewaterhouseCoopers Inc., in its capacity as receiver of JTI-Macdonald TM Corp.</p>
<b>AND TO:</b>	<p><b>PRICEWATERHOUSECOOPERS</b> PwC Tower 18 York St., Suite 2600 Toronto, ON M5J 0B2 Fax: 416-814-3210</p> <p><b>Mica Arlette</b> Tel: 416-814-5834 Email: mica.arlette@pwc.com</p> <p><b>Tyler Ray</b> Email: tyler.ray@pwc.com</p> <p>Receiver and Manager of JTI-Macdonald TM Corp.</p>
<b>AND TO:</b>	<p><b>BENNETT JONES</b> 100 King Street West Suite 3400 Toronto, ON M5X 1A4 Fax: 416-863-1716</p>

	<p><b>Mike Eizenga</b> Tel: 416-777-4879 Email: eizengam@bennettjones.com</p> <p><b>Sean Zweig</b> Tel: 416-777-6254 Email: zweigs@bennettjones.com</p> <p><b>Jesse Mighton</b> Tel: 416-777-6255 Email: mightonj@bennettjones.com</p> <p><b>Preet Gill</b> Tel: 416-777-6513 gillp@bennettjones.com</p> <p><b>SISKINDS</b> 275 Dundas Street, Unit 1 London, ON N6B 3L1</p> <p><b>Andre I.G. Michael</b> Tel: 519-660-7860 Email: andre.michael@siskinds.com</p> <p><b>James Virtue</b> Tel: 519-660-7898 Email: jim.virtue@siskinds.com</p> <p><b>Jeffrey Leon</b> Email: jsleon1591@gmail.com</p> <p><b>Michael Peerless</b> Email: mike.peerless@peerlesslaw.com</p> <p>Lawyers for the Province of British Columbia, Province of Manitoba, Province of New Brunswick, Province of Nova Scotia, Province of Prince Edward Island, Province of Saskatchewan, Government of Northwest Territories, Government of Nunavut, and Government of Yukon in their capacities as plaintiffs in the HCCR Legislation claims</p>
<b>AND TO:</b>	<p><b>MINISTRY OF THE ATTORNEY GENERAL</b> Legal Services Branch 1001 Douglas Street Victoria, BC V8W 2C5 Fax: 250-356-6730</p>

	<b>Peter R. Lawless</b> Tel: 250-356-8432 Email: peter.lawless@gov.bc.ca
<b>AND TO:</b>	<b>KSV ADVISORY INC.</b> 150 King Street West Suite 2308, Box 42 Toronto, ON M5H 1J9 Fax: 416-932-6266  <b>Noah Goldstein</b> Tel: 416-932-6207 Email: ngoldstein@ksvadvisory.com  <b>Bobby Kofman</b> Email: bkofman@ksvadvisory.com  <b>Jordan Wong</b> Tel: 416-932-6025 Email: jwong@ksvadvisory.com  Financial Advisory for the Provinces of British Columbia, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island and Saskatchewan, in their capacities as plaintiffs in the HCCR Legislation claims
<b>AND TO:</b>	<b>MINISTRY OF THE ATTORNEY GENERAL</b> Crown Law Office - Civil 720 Bay Street, 8th Floor Toronto, ON M7A 2S9 Fax: 416-326-4181  <b>Jacqueline Wall</b> Tel: 416-434-4454 Email: jacqueline.wall@ontario.ca  Lawyers for His Majesty the King in Right of Ontario
<b>AND TO:</b>	<b>FISHMAN FLANZ MELAND PAQUIN LLP</b> Place du Canada 1010 de la Gauchetière St. West, Suite 1600 Montreal, QC H3B 2N2  <b>Avram Fishman</b> Email: afishman@ffmp.ca

	<p><b>Mark E. Meland</b> Tel: 514-932-4100 Email: mmeland@ffmp.ca</p> <p><b>Margo R. Siminovitch</b> Email: msiminovitch@ffmp.ca</p> <p><b>Jason Dolman</b> Email: jdolman@ffmp.ca</p> <p><b>Nicolas Brochu</b> Email: nbrochu@ffmp.ca</p> <p><b>Tina Silverstein</b> Email: tsilverstein@ffmp.ca</p> <p><b>CHAITONS LLP</b> 5000 Yonge Street 10th Floor Toronto, ON M2N 7E9</p> <p><b>Harvey Chaiton</b> Tel: 416-218-1129 Email: harvey@chaitons.com</p> <p><b>George Benchetrit</b> Tel: 416-218-1141 Email: george@chaitons.com</p> <p><b>TRUDEL JOHNSTON &amp; LESPÉRANCE</b> 750, Cote de la Place d'Armes, Bureau 90 Montréal, QC H2Y 2X8 Fax: 514-871-8800</p> <p><b>Philippe Trudel</b> Tel: 514-871-8385, x203 Email: philippe@tjl.quebec</p> <p><b>Bruce Johnston</b> Tel: 514-871-8385, x202 Email: bruce@tjl.quebec</p> <p><b>André Lespérance</b> Tel: 514-871-8805 Email: andre@tjl.quebec</p>
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	<p><b>KUGLER KANDESTIN s.e.n.c.r.l., LLP</b> 1 Place Ville-Marie, Suite 1170 Montréal, QC H3B 2A7</p> <p><b>Gordon Kulger</b> Tel: 514-360-2686 Email: gkugler@kklex.com</p> <p><b>Robert Kugler</b> Tel: 514-360-8882 Email: rkugler@kklex.com</p> <p>Lawyers for Conseil québécois sur le tabac et la santé, Jean-Yves Blais and Cécilia Létourneau (Quebec Class Action Plaintiffs)</p>
<b>AND TO:</b>	<p><b>KLEIN LAWYERS LLP</b> 100 King Street West, Suite 5600 Toronto, ON M5X 1C9</p> <p><b>Douglas Lennox</b> Tel: 416-506-1944 Email: dlennox@callkleinlawyers.com</p> <p><b>KLEIN LAWYERS LLP</b> 400 – 1385 West 8<sup>th</sup> Avenue Vancouver, BC V6H 3V9</p> <p><b>David A. Klein</b> Email: dklein@callkleinlawyers.com</p> <p><b>Nicola Hartigan</b> Tel: 604-874-7171 Email: nhartigan@callkleinlawyers.com</p> <p>Lawyers for the representative plaintiff, Kenneth Knight, in the certified British Columbia class action, <i>Knight v. Imperial Tobacco Canada Ltd.</i>, Supreme Court of British Columbia, Vancouver Registry No. L031300</p>
<b>AND TO:</b>	<p><b>JENSEN SHAWA SOLOMON DUGID HAWKES LLP</b> 800, 304 – 8 Avenue SW Calgary, AB T2P 1C2 Fax: 403-571-1528</p> <p><b>Carsten Jensen, QC</b> Tel: 403-571-1526 Email: jensenc@jssbarristers.ca</p>

	<p><b>Sabri Shawa, QC</b> Tel: 403-571-1527 Email: shawas@jssbarristers.ca</p> <p><b>Stacy Petriuk</b> Tel: 403-571-1523 Email: petriuks@jssbarristers.ca</p> <p><b>PALIARE ROLAND ROSENBERG ROTHSTEIN LLP</b> 155 Wellington Street West, 35<sup>th</sup> Floor Toronto, ON M5V 3H1</p> <p><b>Kenneth T. Rosenberg</b> Email: ken.rosenberg@paliareroland.com</p> <p><b>Lilly Harmer</b> Email: lily.harmer@paliareroland.com</p> <p><b>Massimo (Max) Starnino</b> Email: max.starnino@paliareroland.com</p> <p><b>CUMING &amp; GILLESPIE</b> 4200, 825 – 8<sup>th</sup> Avenue SW Calgary, AB T2P 1G1</p> <p><b>Laura M. Comfort</b> Email: laura@cglaw.ca</p> <p>Lawyers for His Majesty the King in Right of Alberta</p>
<b>AND TO:</b>	<p><b>HIS MAJESTY THE KING IN RIGHT OF ALBERTA</b> 9<sup>th</sup> Fl. Peace Hills trust Tower 10011 – 109<sup>th</sup> Street Edmonton, AB T5J 3S8</p> <p><b>Doreen Mueller</b> Email: doreen.mueller@gov.ab.ca</p>
<b>AND TO:</b>	<p><b>STEWART MCKELVEY</b> 1741 Lower Water Street, Suite 600 Halifax, NS B3J 0J2 Fax: 902-420-1417</p> <p><b>David Wedlake</b> Tel: 902-444-1705 Email: dwedlake@stewartmckelvey.com</p>

	<p><b>Eryka Gregory</b> Tel: 902-44401747 Email: <a href="mailto:egregory@stewartmckelvey.com">egregory@stewartmckelvey.com</a>  Lawyers for Sobeys Capital Incorporated</p>
<b>AND TO:</b>	<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance Street Toronto, ON M5H 0B4</p> <p><b>Shayne Kukulowicz</b> Tel: 416-860-6463 Fax: 416-640-3176 Email: <a href="mailto:skukulowicz@cassels.com">skukulowicz@cassels.com</a></p> <p><b>Joseph Bellissimo</b> Tel: 416-860-6572 Fax: 416-642-7150 Email: <a href="mailto:jbellissimo@cassels.com">jbellissimo@cassels.com</a></p> <p><b>Monique Sassi</b> Tel: 416-860-6886 Fax: 416-640-3005 Email: <a href="mailto:msassi@cassels.com">msassi@cassels.com</a></p> <p>Lawyers for Ernst &amp; Young Inc, in its capacity as court-appointed monitor of Rothmans, Benson &amp; Hedges, Inc.</p>
<b>AND TO:</b>	<p><b>ERNST &amp; YOUNG INC.</b> Ernst &amp; Young Tower 100 Adelaide Street West P.O. Box 1 Toronto, ON M5H 0B3</p> <p><b>Murray A. McDonald</b> Tel: 416-943-3016 Email: <a href="mailto:murray.a.mcdonald@parthenon.ey.com">murray.a.mcdonald@parthenon.ey.com</a></p> <p><b>Brent Beekenkamp</b> Tel: 416-943-2652 Email: <a href="mailto:brent.r.beekenkamp@parthenon.ey.com">brent.r.beekenkamp@parthenon.ey.com</a></p> <p><b>Edmund Yau</b> Tel: 416-943-2177 Email: <a href="mailto:edmund.yau@parthenon.ey.com">edmund.yau@parthenon.ey.com</a></p>

	<p><b>Matt Kaplan</b> Tel: 416-932-6155 Email: matt.kaplan@parthenon.ey.com</p> <p>Monitor of Rothmans, Benson &amp; Hedges, Inc.</p>
<b>AND TO:</b>	<p><b>GOWLING WLG (CANADA) LLP</b> 1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5 Fax: 416-862-7661</p> <p><b>Clifton Prophet</b> Tel: 416-862-3509 Email: clifton.prophet@gowlingwlg.com</p> <p><b>Steven Sofer</b> Tel: 416-369-7240 Email: steven.sofer@gowlingwlg.com</p> <p><b>Nicholas Kluge</b> Tel: 416-369-4610 Email: nicholas.kluge@gowlingwlg.com</p> <p>Lawyers for Philip Morris International Inc.</p>
<b>AND TO:</b>	<p><b>PALIARE ROLAND ROSENBERG ROTHSTEIN LLP</b> 155 Wellington Street West, 35<sup>th</sup> Floor Toronto, ON M5V 3H1</p> <p><b>Kenneth T. Rosenberg</b> Email: ken.rosenberg@paliareroland.com</p> <p><b>Lilly Harmer</b> Email: lily.harmer@paliareroland.com</p> <p><b>Massimo (Max) Starnino</b> Email: max.starnino@paliareroland.com</p> <p><b>ROEBOTHAN MCKAY MARSHALL</b> Paramount Building 34 Harvey Road, 5<sup>th</sup> Floor St. John's NL A1C 3Y7 Fax: 709-753-5221</p>



	<p><b>Glenda Best</b> Tel: 705-576-2255 Email: gbest@wrmmmlaw.com</p> <p><b>HUMPHREY FARRINGTON McCLAIN, P.C.</b> 221 West Lexington, Suite 400 Independence, MO 64050</p> <p><b>Kenneth B. McClain</b> Tel: 816-836-5050 Email: kbm@hfmlegal.com</p> <p>Lawyers for His Majesty the King in Right of Newfoundland</p>
<b>AND TO:</b>	<p><b>WESTROCK COMPANY OF CANADA CORP.</b> 15400 Sherbrooke Street East Montreal, QC H1A 3S2</p> <p><b>Dean Jones</b> Tel: 514-642-9251 Email: dean.jones@westrock.com</p>
<b>AND TO</b>	<p><b>FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO (FSRA)</b> Legal and Enforcement Division 25 Sheppard Avenue West, Suite 100 Toronto, Ontario M2N 6S6</p> <p><b>Michael Spagnolo</b> Legal Counsel Tel: 647-801-8921 Email: michael.spagnolo@fsrao.ca</p>
<b>AND TO:</b>	<p><b>KAPLAN LAW</b> 393 University Avenue, Suite 2000 Toronto, ON M5G 1E6</p> <p><b>Ari Kaplan</b> Tel: 416-565-4656 Email: ari@kaplanlaw.ca</p> <p>Counsel to the Former Genstar U.S. Retiree Group Committee</p>

<b>AND TO:</b>	<p><b>McMILLAN LLP</b> Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3</p> <p><b>Wael Rostom</b> Tel: 416-865-7790 Email: wael.rostom@mcmillan.ca</p> <p><b>Emile Catimel-Marchand</b> Tel: 514-987-5031 Email: emile.catimel-marchand@mcmillan.ca</p> <p>Lawyers for The Bank of Nova Scotia</p>
<b>AND TO</b>	<p><b>MERCHANT LAW GROUP LLP</b> c/o #400 – 333 Adelaide St. West Toronto, ON M5V 1R5 Fax: 613-366-2793</p> <p><b>Evatt Merchant, QC</b> Tel: 613-366-2795 Email: emerchant@merchantlaw.com</p> <p>Lawyers for the Class Action Plaintiffs (MLG)</p>
<b>AND TO:</b>	<p><b>LABSTAT INTERNATIONAL INC.</b> 262 Manitou Drive Kitchener, ON N2C 1L3</p> <p><b>Andrea Echeverria</b> Tel: 519-748-5409 Email: aecheverria@labstat.com</p>
<b>AND TO:</b>	<p><b>CHERNOS FLAHERTY SVONKIN LLP</b> 220 Bay Street, Suite 700 Toronto, ON M5J 2W4 Fax: 647-725-5440</p> <p><b>Patrick Flaherty</b> Tel: 416-855-0403 Email: pflaherty@cfscounsel.com</p> <p><b>Bryan D. McLeese</b> Tel: 416-855-0414 Email: bmcleese@cfscounsel.com</p>

	<p><b>Clair Wortsman</b> Email: cwortsman@cfscounsel.com</p> <p><b>STOCKWOODS LLP</b> 77 King Street West, Suite 4130 TD North Tower, P.O. Box 140, TD Centre Toronto, ON M5K 1H1 Fax: 416-593-9345</p> <p><b>Brian Gover</b> Tel: 416-593-2489 Email: briang@stockwoods.ca</p> <p><b>Justin Safayeni</b> Tel: 416-593-3494 Email: justins@stockwoods.ca</p> <p>Lawyers for R.J. Reynolds Tobacco Company and R.J. Reynolds Tobacco International Inc.</p>
<b>AND TO:</b>	<p><b>COZEN O'CONNOR LLP</b> Bay Adelaide Centre – North Tower 40 Temperance Street, Suite 2700 Toronto, Ontario M5H 0B4</p> <p><b>Steven Weisz</b> Tel: 647-417-5334 Fax: 416-361-1405 Email: sweisz@cozen.com</p> <p><b>INCH HAMMOND PROFESSIONAL CORPORATION</b> 1 King Street West, Suite 500 Hamilton, ON L8P 4X8</p> <p><b>John F.C. Hammond</b> Tel: 905-525-4481 Email: hammond@inchlaw.com</p> <p>Lawyer for Grand River Enterprises Six Nations Ltd.</p>
<b>AND TO:</b>	<p><b>STROSBERG WINGFIELD SASSO LLP</b> 1561 Ouellette Avenue Windsor, ON M8X 1K5 Fax: 866-316-5308</p>

	<p><b>William V. Sasso</b> Tel: 519-561-6222 Email: william.sasso@swslitigation.com</p> <p><b>David Robins</b> Tel: 519-561-6215 Email: david.robins@swslitigation.com</p> <p>Lawyers for The Ontario Flue-Cured Tobacco Growers' Marketing Board, plaintiffs in Ontario Superior Court of Justice Court File No. 1056/10CP (Class Proceedings)</p>
<b>AND TO:</b>	<p><b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Fax: 416-973-0810</p> <p><b>Edward Park</b> Tel: 647-292-9368 Email: edward.park@justice.gc.ca</p> <p><b>Kevin Dias</b> Email: kevin.dias@justice.gc.ca</p> <p>Lawyers for the Minister of National Revenue</p>
<b>AND TO:</b>	<p><b>LAX O'SULLIVAN LISUS GOTTLIEB LLP</b> Suite 2750, 145 King Street West Toronto, ON M5H 1J8</p> <p><b>Jonathan Lisus</b> Tel: 416-598-7873 Email: jlisus@lolg.ca</p> <p><b>Matthew Gottlieb</b> Tel: 416-644-5353 Email: mgottlieb@lolg.ca</p> <p><b>Nadia Champion</b> Tel: 416-642-3134 Email: ncampion@lolg.ca</p>

	<p><b>Andrew Winton</b> Tel: 416-644-5342 Email: awinton@lolg.ca</p> <p>Lawyers for the Court-Appointed Mediator</p>
<b>AND TO:</b>	<p><b>FOGLER, RUBINOFF LLP</b> Suite 3000, P.O. Box 95 Toronto-Dominion Centre 77 King Street West Toronto, ON M5K 1G8 Fax: 416-941-8852</p> <p><b>Vern W. DaRe</b> Tel: 416-941-8842 Email: vdare@foglers.com</p> <p><b>CANADIAN CANCER SOCIETY</b> 116 Albert Street, Suite 500 Ottawa, ON K1P 5G3 Fax: 613-565-2278</p> <p><b>Robert Cunningham</b> Tel: 613-762-4624 Email: rob.cunningham@cancer.ca</p> <p>Lawyers for Canadian Cancer Society</p>
<b>AND TO:</b>	<p><b>BLANEY MCMURTRY LLP</b> 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p><b>David R. Mackenzie</b> Tel: 416-597-4890 Email: dmackenzie@blaney.com</p> <p><b>David Ullmann</b> Tel: 416-596-4289 Email: dullmann@blaney.com</p> <p><b>Alexandra Teodorescu</b> Tel: 416-596-4279 Email: ateodorescu@blaney.com</p> <p>Lawyers for La Nordique Compagnie D'Assurance du Canada</p>

<b>AND TO:</b>	<b>ST-PIERRE LÉTOURNEAU</b> 2600, boulevard Laurier, porte 760 Quebec, QC G1V 4T3  <b>Marc-André Maltais</b> Tel: 418-657-8702, ext. 3107 Email: marc-andre.maltais1@retraitequebec.gouv.qc.ca  Lawyers for Retraite Québec
<b>AND TO:</b>	<b>LECKER &amp; ASSOCIATES</b> 4789 Yonge Street, Suite 514 Toronto, ON M2N 0G3  <b>Maria Esmatyar</b> Email: mesmatyar@leckerslaw.com  Lawyer for Imperial Tobacco claimant
<b>AND TO:</b>	<b>McMILLAN LLP</b> 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 Fax: 416-865-7048  <b>Brett Harrison</b> Tel: 416-865-7932 Email: brett.harrison@mcmillan.ca  <b>Tushara Weerasooriya</b> Tel: 416-865-7890 Email: tushara.weerasooriya@mcmillan.ca  <b>Guneev Bhinder</b> Tel: 416-307-4067 Email: guneev.bhinder@mcmillan.ca  Lawyers for the Province of Quebec
<b>AND TO:</b>	<b>ATTORNEY GENERAL OF CANADA</b> Department of Justice Canada Ontario Regional Office, L.E.A.D. 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1  <b>Victor Paolone</b> Tel: 647-256-7548 Email: victor.paolone@justice.gc.ca

<b>AND TO:</b>	<p><b>McMILLAN LLP</b> Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 Fax: 416-865-7048</p> <p><b>Stephen Brown-Okruhlik</b> Tel: 416-865-7043 Email: stephen.brown-okruhlik@mcmillan.ca</p> <p>Lawyers for Citibank Canada</p>
<b>AND TO:</b>	<p><b>BORDEN LADNER GERVAIS LLP</b> Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON M5H 4E3 Fax: 416-367-6749</p> <p><b>Alex MacFarlane</b> Tel: 416-367-6305 Email: amacfarlane@blg.com</p> <p><b>James W. MacLellan</b> Tel: 416-367-6592 Email: jmaclellan@blg.com</p> <p><b>Bevan Brooksbank</b> Tel: 416-367-6604 Email: bbrooksbank@blg.com</p> <p><b>Nick Hollard</b> Tel: 416-367-6545 Email: nhollard@blg.com</p> <p>Lawyers for Chubb Insurance Company of Canada</p>
<b>AND TO:</b>	<p><b>ROCHON GENOVA LLP</b> Barristers • Avocats 121 Richmond Street West, Suite 900 Toronto, ON M5H 2K1 Fax: 416-363-0263</p>

	<p><b>Joel P. Rochon</b> Tel: 416-363-1867 x222 Email: jrochon@rochongenova.com</p> <p>Lawyers for Suzanne Jacklin, Barbara Bourassa on behalf of the Estate of Mitchell David Bourassa, Roderick Dennis McDermid, Linda Dorion, Thelma Adams, Ben Sample and Deborah Kunta, in their capacity as Representative Plaintiffs in certain proposed class proceedings</p>
<b>AND TO:</b>	<p><b>WAGNERS</b> 1869 Upper Water Street, Suite PH301 3<sup>rd</sup> Floor, Pontac House, Historic Properties Halifax, NS B3J 1S9 Fax: 902-422-1233</p> <p><b>Raymond F. Wagner, K.C.</b> Tel: 902-425-7330 Email: raywagner@wagners.co</p> <p><b>Kate Boyle</b> Tel: 902-425-7330 Email: kboyle@wagners.co</p> <p><b>Maddy Carter</b> Tel: 902-425-7330 Email: mcarter@wagners.co</p> <p><b>Lauren Harper</b> Tel: 905-425-7330 Email: lharper@wagners.co</p> <p>Representative Counsel</p>
<b>AND TO:</b>	<p><b>REVENU QUÉBEC</b> 1600, boul. René-Lévesque Ouest Secteur R23DGR Montréal, QC H3H 2V2</p> <p><b>Alain Casavant</b> Email: alain.casavant@revenuquebec.ca</p>
<b>AND TO:</b>	<p><b>PELLETIER D'AMOURS</b> 1, Complexe Desjardins Tour Sud, 12e étage Montreal, QC H5B 1B1</p>



	<p><b>Geneviève Chabot</b> Email: genevieve.chabot@dgag.ca</p> <p>Lawyers for Desjardins Assurances</p>
<b>AND TO:</b>	<p><b>SMART &amp; BIGGAR / FETHERSTONHAUGH</b> 55 Metcalfe Street, Suite 1000 P.O. Box 2999, Station D Ottawa, ON K1P 5Y6</p> <p><b>Kohji Suzuki</b> Email: ksuzuki@smartbiggar.ca</p> <p><b>Francois Guay</b> Email: fguay@smartbiggar.ca</p> <p><b>Christian Bolduc</b> Email: cbolduc@smartbiggar.ca</p> <p><b>Melanie Powers</b> Email: mlpowers@smartbiggar.ca</p> <p><b>Matthew Burt</b> Email: meburt@smartbiggar.ca</p> <p>Lawyers for, and creditor of, Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited</p>
<b>AND TO:</b>	<p><b>KORNBLUM LAW PROFESSIONAL CORPORATION</b> 508 Lawrence Avenue West Toronto, ON M6A 1A1</p> <p><b>Attention: Susanne Macneall</b> Email: s.macneall@kornblum.ca</p> <p>Lawyers for Mr. Girsh Nair</p>
<b>AND TO:</b>	<p><b>TYR LLP</b> 488 Wellington Street West, Suite 300-302 Toronto, ON M5V 1E3</p> <p><b>James Bunting</b> Tel: 647-519-6607 Email: jbunting@tyrllp.com</p>

	<p><b>Sam Cotton</b> Tel: 613-862-9264 Email: scotton@tyrllp.com</p> <p>Lawyers for the Heart and Stroke Foundation</p>
<b>AND TO:</b>	<p><b>HEART AND STROKE FOUNDATION</b> 2300 Yonge Street Toronto, ON M4P 1E4</p> <p><b>Emily Sternberg</b> Email: emily.sternberg@heartandstroke.ca</p>
<b>AND TO:</b>	<p><b>TYR LLP</b> 488 Wellington Street West, Suite 300-302 Toronto, ON M5V 1E3</p> <p><b>James Doris</b> Tel: 647-519-5840 Email: jdoris@tyrllp.com</p> <p>Lawyers for the U.S. Department of Justice</p>
<b>AND TO:</b>	<p><b>GOODMANS LLP</b> Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Tel: 416-979-2211 Fax: 416-979-1234</p> <p><b>Gale Rubenstein</b> Email: grubenstein@goodmans.ca</p> <p><b>Peter Ruby</b> Email: pruby@goodmans.ca</p> <p><b>Joseph Pasquariello</b> Email: jpasquariello@goodmans.ca</p> <p>Lawyers for PricewaterhouseCoopers Inc. as Liquidator of Northumberland General Insurance Company</p>

<b>AND TO:</b>	<p><b>GOODMANS LLP</b> Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Tel: 416-979-2211 Fax: 416-979-1234</p> <p><b>Robert J. Chadwick</b> Tel: 416-597-4285 Email: rchadwick@goodmans.ca</p> <p><b>Caroline Descours</b> Tel: 416-597-6275 Email: cdescours@goodmans.ca</p> <p><b>Bradley Wiffen</b> Tel: 416-597-4208 Email: bwiffen@goodmans.ca</p> <p><b>Josh Sloan</b> Tel: 416-597-4127 Email: jsloan@goodmans.ca</p> <p>Counsel for Epiq Class Actions Services Canada Inc.</p>
----------------	--

<b>Courtesy Copy To:</b>	<p><b>DEBTWIRE</b> 1501 Broadway, 8<sup>th</sup> Floor New York, NY 10036</p> <p><b>John Bringardner</b> Tel: 646-378-3143 Email: john.bringardner@acuris.com</p> <p>Global Legal Editor</p>
<b>And to:</b>	<p><b>PHYSICIANS FOR A SMOKE-FREE CANADA</b> 98 Stirling Avenue Ottawa, Ontario K1Y 1R1</p> <p><b>Cynthia Callard</b> Tel: 613-600-5794 Email: ccallard@smoke-free.ca</p>

## Email Service List

rthornton@tgf.ca; lwilliams@tgf.ca; rnicholson@tgf.ca; mgrossell@tgf.ca; jfinnigan@tgf.ca;  
rohare@tgf.ca; rchakrabarti@tgf.ca; waleung@deloitte.ca; jnadon@deloitte.ca;  
philreynolds@deloitte.ca; pamela.huff@blakes.com; linc.rogers@blakes.com;  
jake.harris@blakes.com; nancy.thompson@blakes.com; cmills@millerthomson.com;  
hsibre@millerthomson.com; baziz@bluetreadvisors.com; dbyers@stikeman.com;  
mkonyukhova@stikeman.com; lmercer@stikeman.com; dglendinning@osler.com;  
mwasserman@osler.com; jmacdonald@osler.com; mdelellis@osler.com;  
clockwood@osler.com; mdick@osler.com; mcalvaruso@osler.com; nmacparland@dwpv.com;  
csethi@dwpv.com; rgao@dwpv.com; bjarvis@dwpv.com; rnicholls@dwpv.com;  
avisvanatha@dwpv.com; aperley@dwpv.com; jennifer.feldsher@morganlewis.com;  
david.shim@morganlewis.com; greg.watson@fticonsulting.com;  
paul.bishop@fticonsulting.com; jeffrey.rosenberg@fticonsulting.com;  
kamran.hamidi@fticonsulting.com; carter.wood@fticonsulting.com; jgage@mccarthy.ca;  
hmeredith@mccarthy.ca; psteep@mccarthy.ca; tcourtis@mccarthy.ca; dtempler@mccarthy.ca;  
mireille.fontaine@lrmm.com; sbomhof@torys.com; aslavens@torys.com; aangle@torys.com;  
mica.arlette@pwc.com; tyler.ray@pwc.com; eizengam@bennettjones.com;  
zweigs@bennettjones.com; mightonj@bennettjones.com; gillp@bennettjones.com;  
andre.michael@siskinds.com; jim.virtue@siskinds.com; jsleon1591@gmail.com;  
mike@peerlesslaw.com; peter.lawless@gov.bc.ca; ngoldstein@ksvadvisory.com;  
bkofman@ksvadvisory.com; jwong@ksvadvisory.com; jacqueline.wall@ontario.ca;  
afishman@ffmp.ca; mmeland@ffmp.ca; msiminovitch@ffmp.ca; jdolman@ffmp.ca;  
nbrochu@ffmp.ca; tsilverstein@ffmp.ca; harvey@chaitons.com; george@chaitons.com;  
philippe@tjl.quebec; bruce@tjl.quebec; andre@tjl.quebec; gkugler@kklex.com;  
rkugler@kklex.com; dlennox@callkleinlawyers.com; dklein@callkleinlawyers.com;  
nhartigan@callkleinlawyers.com; jensenc@jssbarristers.ca; shawas@jssbarristers.ca;  
petriuks@jssbarristers.ca; ken.rosenberg@paliareroland.com; lily.harmer@paliareroland.com;  
max.starnino@paliareroland.com; beatrice.loschiavo@paliareroland.com;  
natalia.botelho@paliareroland.com; michelle.jackson@paliareroland.com; laura@cglaw.ca;  
doreen.mueller@gov.ab.ca; dwedlake@stewartmckelvey.com; egregory@stewartmckelvey.com;  
skukulowicz@cassels.com; jbellissimo@cassels.com; msassi@cassels.com; ahoy@cassels.com;  
ehyderman@cassels.com; murray.a.mcdonald@parthenon.ey.com;  
brent.r.beekenkamp@parthenon.ey.com; edmund.yau@parthenon.ey.com;  
matt.kaplan@parthenon.ey.com; clifton.prophet@gowlingwlg.com;  
steven.sofer@gowlingwlg.com; nicholas.kluge@gowlingwlg.com; gbest@wrmmlaw.com;  
kbm@hfmlegal.com; dean.jones@westrock.com; michael.spagnolo@fsrao.ca;  
ari@kaplanlaw.ca; wael.rostom@mcmillan.ca; emile.catimel-marchand@mcmillan.ca;  
emerchant@merchantlaw.com; jtim.ccaa@merchantlaw.com; aecheverria@labstat.com;  
pflaherty@cfscounsel.com; bmcleese@cfscounsel.com; cwortsman@cfscounsel.com;  
briang@stockwoods.ca; justins@stockwoods.ca; sweisz@cozen.com; hammond@inchlaw.com;  
william.sasso@swslitigation.com; david.robins@swslitigation.com; edward.park@justice.gc.ca;  
kevin.dias@justice.gc.ca; jlisus@lolg.ca; mgottlieb@lolg.ca; ncampion@lolg.ca;  
awinton@lolg.ca; vdare@foglers.com; rob.cunningham@cancer.ca; dmackenzie@blaney.com;  
dullmann@blaney.com; ateodorescu@blaney.com; marc-

\* For any additions or questions, please contact Nancy Thompson at nancy.thompson@blakes.com

andre.maltais1@retraitequebec.gouv.qc.ca; mesmatyar@leckerslaw.com;  
brett.harrison@mcmillan.ca; tushara.weerasooriya@mcmillan.ca; guneev.bhinder@mcmillan.ca;  
victor.paolone@justice.gc.ca; stephen.brown-okruhlik@mcmillan.ca; amacfarlane@blg.com;  
jmaclellan@blg.com; bbrooksbank@blg.com; nhollard@blg.com; jrochon@rochongenova.com;  
raywagner@wagners.co; kboyle@wagners.co; mcarter@wagners.co; lharper@wagners.co;  
alain.casavant@revenuquebec.ca; genevieve.chabot@dgag.ca; ksuzuki@smartbiggar.ca;  
fguay@smartbiggar.ca; cbolduc@smartbiggar.ca; mlpowers@smartbiggar.ca;  
meburt@smartbiggar.ca; s.macneall@kornblumlaw.ca; jbunting@tyrllp.com;  
scotton@tyrllp.com; emily.sternberg@heartandstroke.ca; jdoris@tyrllp.com;  
grubenstein@goodmans.ca; pruby@goodmans.ca; jpasquariello@goodmans.ca;  
rchadwick@goodmans.ca; cdescours@goodmans.ca; bwiffen@goodmans.ca;  
jsloan@goodmans.ca; john.bringardner@acuris.com; ccallard@smoke-free.ca;

**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.**

**MOTION RECORD**

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**TAB 1**

Court File No. CV-19-00615862-00CL

**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

**NOTICE OF MOTION  
(Motion for a Banking Arrangements Order)**

Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as CCAA Plan Administrator (the "**JTIM CCAA Plan Administrator**") in respect of JTI-Macdonald Corp. ("**JTIM**"), will make a motion before Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) on August 15, 2025 at 9:00 a.m., or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by video conference. Please refer to the Virtual Hearing Protocol attached as **Schedule "A"** hereto for details on attending the motion.

**THE MOTION IS FOR:<sup>1</sup>**

1. An Order (the "**Banking Arrangements Order**") substantially in the form included at Tab 2 of the Motion Record, among other things:

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Third Amended and Restated Court-Appointed Mediator's and Monitor's CCAA Plan of Compromise and Arrangement in respect of JTIM dated February 27, 2025 (the "**JTIM CCAA Plan**").



-2-

- (a) approving the engagement of BMO Trust Company ("**BMO**") to act as: (i) trustee of "The JTIM Global Settlement Trust" (the "**JTIM Global Settlement Trust**"); and (ii) bare trustee pursuant to the JTIM Supplemental Trust Agreement (defined below);
- (b) approving the fees and expenses of BMO in its capacities as the proposed trustee and the proposed bare trustee, in accordance with the trustee services fee schedule (the "**Fee Schedule**") attached as a schedule to both the JTIM Global Settlement Trust Deed (defined below) and the JTIM Supplemental Trust Agreement;
- (c) approving the trust deed (the "**JTIM Global Settlement Trust Deed**") pursuant to which the JTIM Global Settlement Trust will be established, and the transactions contemplated therein, in the form attached as Schedule "A" to the proposed Banking Arrangements Order;
- (d) approving the JTIM Supplemental Trust Agreement which appoints BMO as the bare trustee over the JTIM Supplemental Trust Account (defined below), and the transactions contemplated therein, in the form attached as Schedule "B" to the proposed Banking Arrangements Order;
- (e) granting the Supplemental Trust Account Charge (defined below) over the property held in the JTIM Supplemental Trust Account; and
- (f) approving the investment guidelines pertaining to the funds held in the JTIM Global Settlement Trust and to be adhered to by the Tobacco Companies

in respect of the JTIM Supplemental Trust Account (the “**Investment Guidelines**”), attached as Schedule “C” to the JTIM Global Settlement Trust Deed.

2. An Order abridging the time for service and filing of this Notice of Motion, the Motion Record and the Factum and dispensing with service on any person other than those served.
3. Such further and other relief as counsel may advise and this CCAA Court may permit.

#### **THE GROUNDS FOR THE MOTION ARE**

##### ***Background***

4. On March 6, 2025, this CCAA Court: (a) approved and sanctioned the JTIM CCAA Plan; and (b) appointed Deloitte as the JTIM CCAA Plan Administrator pursuant to the CCAA Plan Administrator Appointment Order.
5. The CCAA Plan Administrator Appointment Order authorizes the JTIM CCAA Plan Administrator to, among other things, engage a trustee of the trust accounts to be established under the JTIM CCAA Plan (the “**JTIM Trust Accounts**”) and to enter into one or more deeds of trust or other agreement with such trustee in form and substance satisfactory to the JTIM CCAA Plan Administrator, subject to approval of the CCAA Court.

##### ***Request for Approval of Engagement of the Trustee / Bare Trustee***

6. The JTIM CCAA Plan Administrator anticipates that, subject to approval by the CCAA Court, the same person will act as the trustee or bare trustee (as the case may be)

of the various segregated bank accounts to be established under the Tobacco Companies' CCAA Plans.

7. To select the proposed trustee and bare trustee, the CCAA Plan Administrators of all three Tobacco Companies and the Court-Appointed Mediator ran a request for proposals process (the "**RFP Process**") to solicit bids from certain unconflicted Schedule I Banks. The RFP Process took place from June 6, 2025 through July 18, 2025.

8. After careful consideration of proposals by the Claimants, Tobacco Companies, and the CCAA Plan Administrators, BMO was selected, subject to approval by the CCAA Court, as the trustee of the global settlement trusts for each applicable Tobacco Company to be established pursuant to each CCAA Plan (collectively, the "**Global Settlement Trusts**") and the bare trustee of the funds held in the supplemental trust accounts to be established pursuant to each CCAA Plan (collectively, the "**Supplemental Trust Accounts**").

9. If engaged as trustee or bare trustee (as the case may be), BMO's services will include:

- (a) establishing and administering each of the trust accounts required under each of the CCAA Plans, other than the CCAA Plan Administration Reserve Accounts (such trust accounts other than the CCAA Plan Administration Reserve Accounts, the "**Trust Accounts**"), including the JTIM Trust Accounts;

- (b) managing and investing the funds in the Global Settlement Trusts in accordance with the Investment Guidelines;
- (c) managing and investing the funds in the Supplemental Trust Accounts in accordance with instructions from each applicable Tobacco Company, or any investment manager retained by each Tobacco Company to act as its agent;
- (d) providing monthly reporting to the CCAA Plan Administrators and the Tobacco Companies on investment performance, portfolio composition, and receipts and disbursements of each Trust Account, including the JTIM Trust Accounts;
- (e) administering distributions from and allocations among the Trust Accounts in accordance with the documents establishing such trusts, or bare trusts, as the case may be;
- (f) filing and paying taxes of the Global Settlement Trusts, and complying with any applicable tax withholding requirements;
- (g) preparing an annual budget for submission to the CCAA Plan Administrators; and
- (h) adhering to typical fiduciary or agency obligations including avoiding conflicts of interest.

10. In view of the above, the JTIM CCAA Plan Administrator respectfully seeks this CCAA Court's approval of the engagement of BMO as trustee or bare trustee of the JTIM Trust Accounts, as the case may be.

***Request for Approval of Proposed Fee Schedule***

11. If engaged, BMO will be entitled to payment of certain fees and reimbursement of certain expenses (the "**Trustee Fees**"), as detailed in the Fee Schedule, in consideration for its services.

12. The Trustee Fees were the result of arm's-length negotiations among the CCAA Plan Administrators, the Tobacco Companies, BMO, and the Claimants. All such parties have agreed to the Trustee Fees.

13. In summary, BMO will be entitled to:

- (a) an annual fee of 0.04% of the average market value of the assets under administration in all of the Trust Accounts, subject to an annual minimum fee of \$1,000,000 (which annual minimum fee is subject to renegotiation after the exhaustion of funds from certain of the Trust Accounts);
- (b) reimbursement of its legal and tax preparation fees and expenses; and
- (c) reimbursement of all other out-of-pocket expenses incurred in the administration of the Trust Accounts.

14. The Trustee Fees will be paid quarterly out of the funds held in the Trust Accounts following the delivery of an invoice from BMO to the Tobacco Companies and the CCAA Plan Administrators.

15. The JTIM CCAA Plan Administrator believes the proposed Trustee Fees are fair and reasonable given the scope of the duties to be performed by BMO.

***Request for Approval of the JTIM Global Settlement Trust Deed, the JTIM Supplemental Trust Agreement and the Supplemental Trust Account Charge***

16. The JTIM CCAA Plan requires the establishment of segregated interest bearing trust accounts to hold Contributions and Reserved Amounts in trust until they can be distributed to the various beneficiaries thereof.

17. The forms of the JTIM Global Settlement Trust Deed and the JTIM Supplemental Trust Agreement have been prepared to facilitate the implementation and ongoing administration of the JTIM CCAA Plan (as proposed to be amended to accommodate the bare trust structure of the Supplemental Trust Account).

18. The forms of the JTIM Global Settlement Trust Deed and the JTIM Supplemental Trust Agreement are the result of arm's-length negotiation among the CCAA Plan Administrators, the Tobacco Companies, BMO, and the Claimants. All such parties have agreed on the forms thereof.

19. The JTIM CCAA Plan Administrator believes that the forms of the JTIM Global Settlement Trust Deed and the JTIM Supplemental Trust Agreement are fair and reasonable and necessary to implement and administer the JTIM CCAA Plan, as well as to implement and administer a bare trust structure under the JTIM CCAA Plan.

20. Each of the JTIM Global Settlement Trust Deed and the JTIM Supplemental Trust Agreement is discussed below.

*JTIM Global Settlement Trust Deed*

21. The JTIM Global Settlement Trust Deed will be between JTIM as settlor, and BMO, as trustee. It will establish the JTIM Global Settlement Trust.

22. The JTIM Global Settlement Trust Deed is essentially identical to the trust deeds which establish the global settlement trusts that are required under each of the other Tobacco Companies' CCAA Plans.

23. The material terms of the JTIM Global Settlement Trust Deed are summarized in the Twenty-Eighth Report of Deloitte (the "**Twenty-Eighth Report**"), in its capacity as the Monitor.

*JTIM Supplemental Trust Agreement and Supplemental Trust Account Charge*

24. The JTIM Supplemental Trust Agreement will be between JTIM, and BMO, as bare trustee. It will establish the JTIM Supplemental Trust Account.

25. The JTIM Supplemental Trust Agreement is essentially identical to the agreements creating the bare trusts to be established under each of the other Tobacco Companies' CCAA Plans.

26. The material terms of the JTIM Supplemental Trust Agreement are summarized in the Twenty-Eighth Report.

27. To clarify, the JTIM Supplemental Trust Account and other Supplemental Trust Accounts are to be held in "bare trusts" based on the Tobacco Companies' financial and legal analysis. Under the bare trust structure, the bare trustee (*i.e.*, BMO) holds bare legal

title to the relevant funds, but the Tobacco Companies are the beneficial owners of such funds for all purposes, including tax, accounting and reporting purposes.

28. In accordance with the bare trust structure, BMO will act as agent for, and take instructions solely from each applicable Tobacco Company, as beneficial owner, or from any investment manager retained by the applicable Tobacco Company with respect to investments of the property held in the Supplemental Trust Accounts. Accordingly, the JTIM Supplemental Trust Agreement requires BMO to provide monthly reporting to the JTIM CCAA Plan Administrator to ensure JTIM's instructions or any instructions provided by any investment manager retained by JTIM to act as its agent, and the investment of the funds held in the Supplemental Trust Accounts, are in accordance with the proposed Investment Guidelines.

29. The Claimants are in agreement with this bare trust structure, subject to the CCAA Court approving a charge over the funds held in the Supplemental Trust Account in favour of the Collateral Agent for the benefit of the Collateral Agent and the Claimants (the **"Supplemental Trust Account Charge"**). The Banking Arrangements Order contemplates this Charge and will provide the Collateral Agent with a first ranking charge over any property held in the JTIM Supplemental Trust Account. The proposed Banking Arrangements Order further provides that the Supplemental Trust Account Charge will be released upon the JTIM CCAA Plan Administrator's delivery of the Certificate of Plan Completion (as defined in the Sanction Order).

30. In order to reflect this bare trust structure sought by the Tobacco Companies and agreed to by the Claimants, the CCAA Plans will be required to be amended, which will



be addressed at a further motion seeking these and other amendments to the CCAA Plans prior to the Plan Implementation Date.

***Request for Approval of the Investment Guidelines***

31. Pursuant to the JTIM CCAA Plan, the Contributions and Reserved Amounts to be paid into the JTIM Trust Accounts are to be invested in accordance with approved investment guidelines, pending disbursement to the Claimants and any other applicable payees.

32. The JTIM CCAA Plan Administrator seeks this CCAA Court's approval of the proposed Investment Guidelines. These Investment Guidelines adhere to the requirements of the CCAA Plans, and have been developed by arm's-length negotiation among the CCAA Plan Administrators, BMO, the Tobacco Companies, and the Claimants. In particular, the investment options under the Investment Guidelines are limited to short-duration and low-risk instruments or cash equivalents (e.g., savings accounts, treasury bonds, or government money market funds).

33. The Investment Guidelines are intended to be highly risk adverse, and to achieve the objectives of preserving capital and maintaining a high degree of liquidity. As such, the Investment Guidelines will provide the Claimants and any other applicable payees with reasonable assurance that the funds held in the JTIM Trusts will not be subjected to unnecessary investment risk.

***General***

34. The proposed Banking Arrangements Order is necessary to implement the JTIM CCAA Plan and is consistent with the prior orders granted in the CCAA Proceedings. The

JTIM CCAA Plan Administrator recommends the CCAA Court grant the Banking Arrangements Order.

35. JTIM, the other Tobacco Companies and the Claimants have agreed to the form of Banking Arrangements Order, the granting of the Supplemental Trust Account Charge, and the forms of the Fee Schedule, the JTIM Global Settlement Trust Deed, the JTIM Supplemental Trust Agreement, and the Investment Guidelines.

36. No party will be prejudiced by the Banking Arrangements Order.

37. No party is expected to oppose this motion.

38. Sections 11 and the other provisions of the CCAA and the inherent and equitable jurisdiction of this CCAA Court.

39. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended.

40. Such further and other grounds as the lawyers may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (b) The Twenty-Eighth Report of Deloitte, in its capacity as Monitor; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

August 12, 2025

**BLAKE, CASSELS & GRAYDON LLP**  
199 Bay St  
Toronto ON M5L 1A9

**Pamela Huff** (LSO# 27344V)  
Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)  
Tel: 416.863.2958

**Linc Rogers** (LSO# 43562N)  
Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)  
Tel: 416.863.4168

**Jake Harris** (LSO# 85481T)  
Email: [jake.harris@blakes.com](mailto:jake.harris@blakes.com)  
Tel: 416.863.2523

**Lawyers for Deloitte in its capacity as  
JTIM CCAA Plan Administrator**

**TO: THE COMMON SERVICE LIST**

**SCHEDULE “A”**

## PROTOCOL FOR MOTION BY ZOOM VIDEO CONFERENCE

Scheduling and Specific Requirements

1. Any person on the Service List that wishes to appear virtually on the motion(s) (“**Participants**”) must register by **4:00 p.m. on Wednesday, August 13<sup>th</sup>, 2025** for the motion(s) scheduled for **Friday, August 15<sup>th</sup>, 2025**, by emailing Veritext Litigation Solutions Canada, Inc. (scheduling@neesonsreporting.com) and copying each Monitor’s counsel (aperley@dwpv.com, ehyderman@cassels.com, nancy.thompson@blakes.com). In their email, Participants should provide contact information, including their name, the party they are acting for, their email address and phone number for the counsel slip, along with a statement regarding whether they intend to make submissions.
2. Subject to the Court’s overriding discretion over all matters, Monitors’ counsel will coordinate with Participants and the Court to develop an agenda for the hearing.
3. All material for use on the motion(s) is to be posted on Case Center, as more fully described in Appendix “B”.
4. Participants will appear by video. Veritext will distribute the Zoom link to registered Participants. Participants are not permitted to forward or share the Zoom link. No person should have access to the hearing on Zoom other than Participants. If a Participant is unable to attend by video, they should contact Monitors’ counsel. Participants should carefully review the technical requirements below.
5. Counsel are not required to gown for the hearing.
6. For access by the general public, a YouTube link will be posted on each of the Monitors’ websites by 10:00 a.m. not less than two (2) business days prior to the hearing. The YouTube link will allow the general public to view a livestream of the hearing, but not participate in the hearing. For greater clarity, individuals viewing the livestream via YouTube will not be heard or seen by the Court, Judge or Participants.
7. No recording of any part of the hearing (including audio) may be made unless authorized in advance by the Court.
8. For greater certainty, notice and service requirements are set out in the Rules of Civil Procedure and the various orders and endorsements in the proceedings. For ease of reference, we have included paragraphs 58-63 of the Second Amended and Restated Initial Order dated March 8, 2019 in the JTIM proceedings, attached as Appendix “A”. It should be noted that similar

notice and service requirements have been set out in various orders and endorsements in the parallel proceedings of Imperial and RBH. Nothing in this protocol modifies or amends Orders of the Court related to service requirements, the Rules of Civil Procedure, any Commercial List Practice Direction or other applicable rules.

9. Participants will be placed into a virtual waiting room upon entering the Zoom meeting.

#### Technical Requirements for Zoom Participants

10. Participants will require a device with a working microphone and camera. The device can be a computer (desktop or laptop), tablet or smartphone. The device must be connected to an internet connection that is sufficient to send and receive video and audio.

11. Each Participant is responsible for ensuring that they have suitable equipment to participate in the hearing and that such equipment works properly. Participants must test such equipment well in advance of the scheduled hearing to ensure:

- (a) that they are familiar with how to use such equipment;
- (b) the compatibility and functioning of such equipment; and
- (c) that the remote location has adequate internet bandwidth to support the use of Zoom without interruption.

12. Each Participant is also responsible for ensuring that they are familiar with the features and operation of Zoom. Participants must ensure that they have downloaded any necessary software, and practiced using Zoom, well in advance of the scheduled hearing.

13. Counsel on Zoom should identify their display name in the following format: [First Name] [Last name], for [Client].

14. Participants should log on using the Zoom link provided approximately 30 minutes before the hearing is scheduled to begin. During this time, Participants should speak to each other to determine if there are any audio/visual/connection issues.

15. It is suggested that Participants use the “gallery view” mode, rather than the “active speaker” mode, available on Zoom.

16. It is suggested that only counsel who are making submissions turn on their cameras during the hearing.

17. Should a Participant become disconnected from Zoom or experience technical difficulties during the hearing, they should immediately inform the Court by sending an email to Veritext Litigation Solutions Canada, Inc. ([scheduling@neesonsreporting.com](mailto:scheduling@neesonsreporting.com)).

18. Further participant information is included in Appendix “B.”

**APPENDIX "A"**

58. **THIS COURT ORDERS** that, subject to paragraph 59, all motions in this proceeding are to be brought on not less than seven (7) calendar days' notice to all persons on the Service List. Each Notice of Motion shall specify a date (the **"Return Date"**) and time for the hearing.

59. **THIS COURT ORDERS** that motions for relief on an urgent basis need not comply with the notice protocol described herein.

60. **THIS COURT ORDERS** that any interested Person wishing to object to the relief sought in a motion must serve responding motion material or, if they do not intend to file material, a notice in all cases stating the objection to the motion and the grounds for such objection in writing (the **"Responding Material"**) to the moving party, the Applicant and the Monitor, with a copy to all Persons on the Service List, no later than 5 p.m. on the date that is four (4) calendar days prior to the Return Date (the **"Objection Deadline"**).

61. **THIS COURT ORDERS** that, if no Responding Materials are served by the Objection Deadline, the judge having carriage of the motion (the **"Presiding Judge"**) may determine:

- (a) whether a hearing is necessary;
- (b) whether such hearing will be in person, by telephone or by written submissions only; and
- (c) the parties from whom submissions are required

(collectively, the **"Hearing Details"**). In the absence of any such determination, a hearing will be held in the ordinary course.



62. **THIS COURT ORDERS** that, if no Responding Materials are served by the Objection Deadline, the Monitor shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Monitor shall thereafter advise the Service List of the Hearing Details and the Monitor shall report upon its dissemination of the Hearing Details to the Court in a timely manner, which may be contained in the Monitor's next report in the proceeding.

63. **THIS COURT ORDERS** that if any party objects to the motion proceeding on the Return Date or believes that the Objection Deadline does not provide sufficient time to respond to the motion, such objecting party shall, promptly upon receipt of the Notice of Motion and in any event prior to the Objection Deadline, contact the moving party and the Monitor (together with the objecting party and any other party who has served Responding Materials, the "**Interested Parties**") to advise of such objection and the reasons therefor. If the Interested Parties are unable to resolve the objection to the timing and schedule for the motion following good faith consultations, the Interested Parties may seek a scheduling appointment before the Presiding Judge to be held prior to the Return Date or on such other date as may be mutually agreed by the Interested Parties or as directed by the Presiding Judge to establish a schedule for the motion. At the scheduling appointment, the Presiding Judge may provide directions including a schedule for the delivery of any further materials and the hearing of the contested motion, and may address such other matters, including interim relief, as the Court may see fit. Notwithstanding the foregoing, the Presiding Judge may require the Interested Parties to proceed with the contested motion on the Return Date or on any other date as may be directed by the Presiding Judge or as may be mutually agreed by the Interested Parties, if otherwise satisfactory to the Presiding Judge.

**APPENDIX “B”**

1. All Participants will have their microphones muted and may only unmute their own microphones when they are addressing the Court. When parties are not muted, they must avoid making extraneous noise (including for example, typing and shuffling papers) as these noises may interfere with the hearing.
2. Participants must ensure that they participate in the Zoom hearing from a well-lit room so that they are easily visible. Participants must also ensure that no filters are active that may distort or otherwise conceal their appearance.
3. Participants must ensure that they participate in the Zoom hearing from a quiet location where they (and the Court) will not be interrupted or disturbed during the hearing.
4. All mobile devices must be turned off or put on silent mode during the hearing.
5. Participants must refrain from speaking over other Participants.
6. Participants should make submissions in accordance with the order set out in the agenda. If there is a need to make submissions out of sequence, Participants should make a request in a manner directed by the Court. The Court may ask Participants to signal when they intend to address the Court by raising their hand (either by physically raising their hand or by using the virtual “raise hand” feature in Zoom).
7. Participants must state their name and who they represent before addressing the Court.
8. Upon entry into the virtual waiting room, each Participant joining by video should identify themselves, including any person off camera that may be viewing the video feed. This also allows any audio or visual issues to be identified. Each Participant is obligated to immediately notify the presiding judge if any additional person joins them in viewing the video feed.
9. If a Participant intends to rely on any documents, the materials you intend to rely on must be served and shared on the relevant Case Center bundle and all references during the hearing should reference the Case Center page numbering associated with such Case Center bundle.
10. If a party wishes to share certain documents during the hearing, the documents should be provided to the Monitors in advance so that it can be added to the agenda and a method for sharing can be set up.

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

Court File No. CV-19-00615862-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION  
(MOTION FOR BANKING ARRANGEMENTS ORDER)**

**BLAKE, CASSELS & GRAYDON LLP**  
199 Bay St  
Toronto ON M5L 1A9

**Pamela Huff** (LSO# 27344V)  
Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)  
Tel: 416.863.2958

**Linc Rogers** (LSO# 43562N)  
Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)  
Tel: 416.863.4168

**Jake Harris** (LSO# 85481T)  
Email: [jake.harris@blakes.com](mailto:jake.harris@blakes.com)  
Tel: 416.863.2523

**Lawyers for Deloitte in its capacity as JTIM CCAA Plan  
Administrator**

## TAB 2

**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.**

**TWENTY-EIGHTH REPORT OF THE MONITOR  
August 12, 2025**

**INTRODUCTION**

1. This Twenty-Eighth Report of the Monitor (this “**Report**”) was prepared in connection with the motion of Deloitte Restructuring Inc., in its capacity as CCAA Plan Administrator (the “**JTIM CCAA Plan Administrator**”) of JTI-Macdonald Corp. (“**JTIM**” or the “**Applicant**”), for an Order (the “**Banking Arrangements Order**”), among other things:
  - i. approving the engagement of BMO Trust Company (“**BMO**”) to act as (a) trustee (in such capacity, the “**Trustee**”) of the JTIM Global Settlement Trust (defined below), and (b) bare trustee (in such capacity, the “**Bare Trustee**”) pursuant to the JTIM Supplemental Trust Agreement (defined below);
  - ii. approving BMO’s proposed fees and expenses in accordance with the trustee services fee schedule (the “**Fee Schedule**”) attached as a schedule to each of the JTIM Global Settlement Trust Deed (defined below) and the JTIM Supplemental Trust Agreement (defined below);

- iii. approving the trust deed (the “**JTIM Global Settlement Trust Deed**”) pursuant to which “The JTIM Global Settlement Trust” (the “**JTIM Global Settlement Trust**”) will be established, and the transactions contemplated therein, in the form attached as Schedule **A** to the proposed Banking Arrangements Order;
  - iv. approving the JTIM Supplemental Trust Agreement (the “**JTIM Supplemental Trust Agreement**”) which appoints the Bare Trustee as the bare trustee over the JTIM Supplemental Trust Account (defined below), and the transactions contemplated therein, in the form attached hereto as Schedule **B** to the proposed Banking Arrangements Order;
  - v. granting the Supplemental Trust Account Charge (defined below) over the property held in the JTIM Supplemental Trust Account; and
  - vi. approving the proposed investment guidelines pertaining to the funds held in the JTIM Global Settlement Trust and to be adhered to by the Tobacco Companies in respect of the JTIM Supplemental Trust Account attached as Schedule C to the JTIM Global Settlement Trust Deed and hereto as Appendix A (the “**Investment Guidelines**”).
2. In this Report, unless otherwise defined, all capitalized terms have the respective meanings specified in the Third Amended and Restated Court-Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement in respect of JTIM dated February 27, 2025 (the “**JTIM Plan**”).

3. Further information regarding the CCAA Proceedings of JTIM have been provided in previous reports of the Monitor.
4. All CCAA Court materials filed and orders issued in these CCAA Proceedings and the related JTIM Chapter 15 Proceedings are available on the Monitor's website at: [www.insolvencies.deloitte.ca/en-ca/JTIM](http://www.insolvencies.deloitte.ca/en-ca/JTIM).
5. This Report was prepared in coordination with the monitors of the other Tobacco Companies. The Monitor understands that the reports to be filed by such other monitors will be substantially the same as this Report.

## **PURPOSE**

6. The purpose of this Report is to provide the CCAA Court with information regarding:
  - i. the trustee selection process and the fees and expenses payable (the "**Trustee Fees**") to BMO pursuant to the Fee Schedule;
  - ii. the JTIM Global Settlement Trust and the form of deed pursuant to which such trust is to be established;
  - iii. the JTIM Supplemental Trust Agreement and the bare trust arrangement to be established pursuant thereto;
  - iv. the Investment Guidelines; and

- v. the Monitor's recommendations in respect of the proposed Banking Arrangements Order.

## THE TRUSTEE SELECTION PROCESS AND TRUSTEE FEES

- 7. The CCAA Plan Administrator Appointment Order authorizes the JTIM CCAA Plan Administrator to engage a trustee of the trust accounts to be established under the JTIM Plan (the "**JTIM Trust Accounts**") and to enter into one or more deeds of trust or other agreement with such trustee in form and substance satisfactory to the CCAA Plan Administrator, subject to approval of the CCAA Court.
- 8. The CCAA Plan Administrators and Court-Appointed Mediator ran a request for proposals process (the "**RFP Process**") from June 6, 2025 until July 18, 2025, to solicit bids from certain unconflicted Schedule I Banks to act as the trustee and establish the various trust accounts required under the CCAA Plans.
- 9. After careful consideration of the proposals by the Claimants, Applicants, and the CCAA Plan Administrators, BMO was selected, subject to approval by the CCAA Court, as the trustee of the global settlement trusts for each applicable Tobacco Company to be established pursuant to each CCAA Plan (collectively, the "**Global Settlement Trusts**") and the bare trustee of the funds held in the supplemental trust accounts to be established pursuant to each CCAA Plan (collectively, the "**Supplemental Trust Accounts**").
- 10. BMO's proposed services will include:



- i. establishing and administering each of the trust accounts required under each of the CCAA Plans, other than the CCAA Plan Administration Reserve Accounts (such trust accounts other than the CCAA Plan Administration Reserve Accounts, the “**Trust Accounts**”), including the JTIM Trust Accounts;
- ii. managing and investing the funds in the Global Settlement Trusts in accordance with the Investment Guidelines;
- iii. managing and investing the funds in the Supplemental Trust Accounts in accordance with instructions from each applicable Tobacco Company, or any investment manager retained by each Tobacco Company to act as its agent;
- iv. providing monthly reporting to the CCAA Plan Administrators and the Applicants on investment performance, portfolio composition, and receipts and disbursements of each Trust Account, including the JTIM Trust Accounts;
- v. administering distributions from and allocations among the Trust Accounts in accordance with the documents establishing such trusts, or bare trusts, as the case may be;
- vi. filing and paying taxes of the Global Settlement Trusts and complying with any applicable tax withholding requirements;
- vii. preparing an annual budget for submission to the CCAA Plan Administrators; and

- viii. adhering to typical fiduciary or agency obligations including avoiding conflicts of interest.
11. In consideration for its services, BMO will be paid an annual fee of 0.04% of the average market value of the assets under administration in all of the Trust Accounts, subject to an annual minimum fee of \$1,000,000.
  12. It is anticipated that there will be substantially fewer assets under administration following the exhaustion of the amounts in the QCAP Trust Accounts and PCC Trust Accounts to be established under each of the Tobacco Companies' CCAA Plans. Accordingly, BMO's minimum annual fee is subject to renegotiation to reflect the reduction in services required to be performed by BMO after such funds are depleted.
  13. BMO will be entitled to be reimbursed for its legal and tax preparation fees and expenses and all other out-of-pocket expenses incurred in the administration of the Trust Accounts. Such expenses and the other Trustee Fees will be paid quarterly out of the funds held in the Trust Accounts following the delivery of an invoice from BMO to the Tobacco Companies, with a copy to the CCAA Plan Administrators. The Trustee Fees are further detailed in the Fee Schedule.
  14. The Trustee Fees are the result of arm's-length negotiation among the CCAA Plan Administrators, the Tobacco Companies, BMO and the Claimants. All such parties have consented to the Trustee Fees. The JTIM CCAA Plan Administrator believes the proposed Trustee Fees are fair and reasonable given the scope of the duties to be performed by BMO.

## **THE JTIM TRUSTS**

15. The JTIM Plan requires the establishment of segregated interest bearing trust accounts to hold Contributions and Reserved Amounts until they can be distributed to the various beneficiaries thereof.
16. The forms of the JTIM Global Settlement Trust Deed and the JTIM Supplemental Trust Agreement have been prepared to facilitate the implementation and ongoing administration of the JTIM Plan (as proposed to be amended to accommodate the bare trust structure of the Supplemental Trust Account). Such forms are the result of arm's-length negotiation among the CCAA Plan Administrators, the Tobacco Companies, BMO and the Claimants. All such parties have consented to the forms thereof. The JTIM CCAA Plan Administrator is not a party to either the JTIM Global Settlement Trust Deed or the JTIM Supplemental Trust Agreement.

### The JTIM Global Settlement Trust

17. The JTIM Global Settlement Trust will be established pursuant to the JTIM Global Settlement Trust Deed between JTIM, as settlor, and BMO, as Trustee. The JTIM Global Settlement Trust Deed is essentially identical to the trust deeds which settle the global settlement trusts required under each of the other Tobacco Companies' CCAA Plans. The form of the JTIM Global Settlement Trust Deed is attached as Schedule A to the proposed Banking Arrangements Order.

18. The material terms of the JTIM Global Settlement Trust Deed include:
- i. the legal ownership of the funds held in the JTIM Global Settlement Trust will be vested in, and administered and managed exclusively by, the Trustee in accordance with the JTIM Global Settlement Trust Deed;
  - ii. the funds held in the JTIM Global Settlement Trust will be allocated among the various JTIM Trust Accounts in accordance with a segregated trust account allocation attached to the JTIM Global Settlement Trust Deed, as may be supplemented or in effect from time to time; and
  - iii. the Trustee will make payments from the trust funds to or on behalf of the beneficiaries thereof on account of amounts which they are entitled under the CCAA Plans in accordance with a distribution plan attached to the JTIM Global Settlement Trust Deed, as may be supplemented or in effect from time to time.
19. The JTIM CCAA Plan Administrator believes that the form of the JTIM Global Settlement Trust Deed is fair and reasonable and necessary to implement and administer the JTIM Plan.

The JTIM Supplemental Trust Agreement and Supplemental Trust Account Charge

20. Based on the Tobacco Companies' financial and legal analysis, the Supplemental Trust Accounts are to be held in "bare trusts". Under this structure, the bare trustee holds bare

legal title to the relevant funds, but the Tobacco Companies are the beneficial owners of such funds for all purposes, including tax, accounting and reporting purposes.

21. The Claimants are in agreement with this bare trust structure, subject to the CCAA Court approving a charge over the funds held in the Supplemental Trust Account in favour of the Collateral Agent for the benefit of the Collateral Agent and the Claimants (the **“Supplemental Trust Account Charge”**). The Banking Arrangements Order contemplates this charge and will provide the Collateral Agent with a first ranking charge over any property held in the JTIM Supplemental Trust Account. The proposed Banking Arrangements Order further provides that the Supplemental Trust Account Charge will be released upon the JTIM CCAA Plan Administrator’s delivery of the Certificate of Plan Completion (as defined in the Sanction Order).
22. In accordance with the bare trust structure, the Bare Trustee acts as agent for, and takes instructions solely from each applicable Tobacco Company, as beneficial owner, or from any investment manager retained by the applicable Tobacco Company with respect to investments of the property held in the Supplemental Trust Accounts. Accordingly, the JTIM Supplemental Trust Agreement requires the Bare Trustee to provide monthly reporting to the JTIM CCAA Plan Administrator to ensure JTIM’s instructions or any instructions provided by any investment manager retained by JTIM to act as its agent, and the investment of the funds held in the JTIM Supplemental Trust Account, are in accordance with the proposed Investment Guidelines.

23. The JTIM Supplemental Trust Account will be established pursuant to the JTIM Supplemental Trust Agreement between JTIM, and BMO, as Bare Trustee. The JTIM Supplemental Trust Agreement is essentially identical to the agreements creating the bare trusts to be established under each of the other CCAA Plans. The form of the JTIM Supplemental Trust Agreement is attached as Schedule **B** to the proposed Banking Arrangements Order.
24. The material terms of the JTIM Supplemental Trust Agreement include:
- i. the Bare Trustee will exclusively hold the Reserved Amounts required by the CCAA Plans to be transferred to the JTIM Supplemental Trust, which will be held in the to-be-established supplemental trust account (the “**JTIM Supplemental Trust Account**”), for and on behalf of JTIM;
  - ii. JTIM will retain the equitable and beneficial interest in the funds held in the JTIM Supplemental Trust Account;
  - iii. the Bare Trustee will hold bare legal title in and to the funds in the JTIM Supplemental Trust Account for and on behalf of JTIM and will have no equitable or beneficial interest whatsoever therein;
  - iv. the Bare Trustee will be required to release funds from the JTIM Supplemental Trust Account in accordance with instructions from JTIM that are in accordance with Section 5.5 of the JTIM Plan or as otherwise directed by the Court;

- v. the Bare Trustee will take directions to make payments solely from JTIM; and
  - vi. if there are residual moneys in the JTIM Supplemental Trust Account after the expiry of the Contribution Period, all remaining funds in the JTIM Supplemental Trust Account will be transferred to JTIM.
25. In order to reflect this bare trust structure sought by the Tobacco Companies and agreed to by the Claimants, the CCAA Plans will be required to be amended. The Monitors intend to bring a further motion reflecting these and other amendments to the CCAA Plans prior to the Plan Implementation Date.
26. The JTIM CCAA Plan Administrator believes that the form of the JTIM Supplemental Trust Agreement is fair and reasonable and necessary to implement and administer a bare trust structure under the JTIM Plan.

#### **THE INVESTMENT GUIDELINES**

27. Pursuant to the JTIM Plan, the Contributions and Reserved Amounts to be paid into the JTIM Trust Accounts are to be invested in accordance with approved investment guidelines, pending disbursement to the Claimants and any other applicable payees.
28. The proposed Investment Guidelines adhere to the requirements of the CCAA Plans (subject to approval by the CCAA Court), and have been developed by arm's-length negotiation among the CCAA Plan Administrators, BMO, the Tobacco Companies and the Claimants.

29. The objectives of the Investment Guidelines are to preserve capital, maintain a high degree of liquidity and were developed to be extremely risk adverse.
30. The proposed Investment Guidelines are attached hereto as Appendix A. The investment options under the Investment Guidelines are limited to short-duration and low-risk instruments or cash equivalents (e.g., savings accounts, treasury bonds, or government money market funds).
31. The JTIM CCAA Plan Administrator believes that the proposed Investment Guidelines are rationally tailored to the stated objectives thereof and will provide the Claimants and any other applicable payees with reasonable assurance that the funds held in the JTIM Trust Accounts will not be subjected to unnecessary investment risk.

## **RECOMMENDATION**

32. The Monitor submits that the proposed Banking Arrangements Order is aligned with the JTIM Plan and will facilitate the restructuring of the Tobacco Companies. Without the Banking Arrangements Order, the implementation of the JTIM Plan would not be possible.
33. JTIM, the other Tobacco Companies and the Claimants have consented to the form of Banking Arrangements Order, the granting of the Supplemental Trust Account Charge, and the forms of (i) the JTIM Global Settlement Trust Deed, (ii) the JTIM Supplemental Trust Agreement, (iii) the Fee Schedule and (iv) the Investment Guidelines. The Monitor does not expect any party will oppose the motion.



34. No party will be prejudiced by the proposed Banking Arrangements Order. The balance of convenience, the interests of justice and the merits of the motion favour granting the Banking Arrangements Order.
35. For all the foregoing reasons, the Monitor recommends that the Banking Arrangements Order be granted.

All of which is respectfully submitted this 12th day of August, 2025.

**Deloitte Restructuring Inc.,  
Solely in its capacity as Court-appointed Monitor  
and CCAA Plan Administrator  
of JTIM and not in its personal capacity**

A handwritten signature in blue ink, appearing to read "Philip J. Reynolds".

Per:  
Philip J. Reynolds, LIT  
Senior Vice-President

## **APPENDIX “A”**

# Investment Guidelines

For the JTIM Global Settlement Trust

Date: [Insert Date]

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## 1. Purpose

These Investment Guidelines govern the investment of funds held in the JTIM Global Settlement Trust.

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## 2. Applicability

These Investment Guidelines apply to:

- The JTIM Global Settlement Trust and its segregated and following related custody accounts:
    - Global Settlement Trust Bank Account,
    - PCC Bank Account,
    - QCAP Bank Account,
    - Cy-près Bank Account,
    - Miscellaneous Claims Fund Account,
    - PCC Compensation Plan Reserve Account.
- 

## 3. Investment Objectives

The investment objectives are common across all accounts to which this policy is applicable to.

The objectives are as follows:

- Preservation of capital,
  - A high degree of liquidity, such that all disbursements—both scheduled and ad hoc—can be funded on reasonable notice, and
  - Generate modest returns through interest-bearing accounts and low-risk investment.
- 

## 4. Permitted Investments

Investments must be limited to low-risk, short-duration instruments, including:

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- Interest-bearing treasury accounts,
- Government of Canada-issued treasury bills and bonds,
- Provincial-issued treasury bills and bonds,
- Federal and provincial government agency debt obligations,
- Municipal debt obligations,
- Bearer deposit notes,
- AAA-rated or government-guaranteed mortgage-backed securities,
- Bank and trust company deposits,
- Short-term investment certificates,
- Money market funds, and
- High-grade commercial paper.

**Quality Constraint:** All instruments, where applicable, must be issued by domestic issuers and have a minimum rating of **R-1 Low** by Dominion Bond Rating Service (DBRS) or an equivalent rating from another recognized agency.

**Prohibited Investments:** Equities, derivatives, high-yield instruments, foreign currency exposure, or any speculative assets.

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## 5. Asset Allocation Guidelines

In support of the objectives outlined in Section 3, each account will be restricted to those investments that provide capital preservation and high liquidity:

- 100% in cash, cash-equivalent, high-quality short duration instruments, short term investment certificates.

Asset allocation will be reviewed quarterly and adjusted as needed to meet disbursement schedules and market conditions.

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## 6. Liquidity

Liquidity requirements are assumed to be high, with **ready access to funds** across all accounts within scope, unless otherwise determined in consultation with the CCAA Plan Administrators and taking into account the Distribution Plan attached to the JTIM Global Settlement Trust Deed. **In such cases, short-term investment certificates may be used selectively.**

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## 7. Risk Management

- No leverage or speculative investments,
  - Diversification across permitted instruments and issuers, and
  - Regular review of credit ratings and market conditions.
- 

## 8. Review and Amendments

These Investment Guidelines will be reviewed annually or upon material changes in:

- Market conditions,
- Legal or tax requirements, and
- Trust structure or disbursement schedules.

**Amendments require approval from the CCAA Court.**

## **TAB 3**

Court File No. CV-19-00615862-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 15 <sup>TH</sup>
	)	
CHIEF JUSTICE MORAWETZ	)	DAY OF AUGUST, 2025

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

**BANKING ARRANGEMENTS ORDER**

**THIS MOTION**, made by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as CCAA Plan Administrator of JTI-Macdonald Corp. ("**JTIM**"), for an order approving:

- (i) the engagement of BMO Trust Company ("**BMO**") to act as:
  - a. trustee (in such capacity, the "**Trustee**") of the JTIM Global Settlement Trust (defined below), and
  - b. bare trustee (in such capacity, the "**Bare Trustee**") pursuant to the JTIM Supplemental Trust Agreement (defined below);
- (ii) the trust deed (the "**JTIM Global Settlement Trust Deed**") pursuant to which "The JTIM Global Settlement Trust" (the "**JTIM Global Settlement Trust**") will be established, and the transactions contemplated therein, in the form attached hereto as **Schedule "A"**;

- (iii) the JTIM Supplemental Trust Agreement (the “**JTIM Supplemental Trust Agreement**”, and with the JTIM Global Settlement Trust Deed, the “**JTIM Trust Documents**”) which appoints the Bare Trustee as the bare trustee over the segregated bank account (the “**JTIM Supplemental Trust Account**”) to be maintained by the Bare Trustee in which the Supplemental Trust Agreement Funds (as defined in the JTIM Supplemental Trust Agreement) are to be held, and the transactions contemplated therein, in the form attached hereto as **Schedule “B”**;
- (iv) the proposed Trustee and Bare Trustee’s fees and expenses in accordance with the trustee services fee schedule (the “**Fee Schedule**”) attached to each of the JTIM Trust Documents;
- (v) the JTIM Supplemental Trust Charge (defined below) over the JTIM Supplemental Trust Property (defined below); and
- (vi) the investment guidelines to be adhered to with respect to the funds held in the JTIM Global Settlement Trust and to be adhered to by the Tobacco Companies in respect of the JTIM Supplemental Trust Account attached hereto as **Schedule “C”** (the “**Investment Guidelines**”),

made on notice, was heard on August 15, 2025, via videoconference.

**ON READING** the Notice of Motion of the CCAA Plan Administrator, the Monitor’s Twenty-Eighth Report, dated August 12, 2025, filed, the materials filed by those other parties listed on the Participant Information Form, and **ON HEARING** the submissions of



respective counsel for the Monitor, the CCAA Plan Administrator, JTIM, BMO, and such other counsel as were present and listed on the Participation Information Form, no one appearing for any other person on the Common Service List, although properly served with the CCAA Plan Administrator's Motion Record dated August 12, 2025 (the "**Motion Record**"), as appears from the Affidavit of Service of [•], sworn August [•], 2025, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that any capitalized terms used and not defined herein shall have the meanings ascribed thereto in the third amended and restated Court-Appointed Mediator's and Monitor's plan of compromise and arrangement concerning, affecting and involving JTIM, dated February 27, 2025, including all schedules thereto (as it may be amended, restated or supplemented from time to time, the "**CCAA Plan**").

### **TRUSTEE & BARE TRUSTEE**

3. **THIS COURT ORDERS** that the engagement of the Trustee to act as the trustee of the JTIM Global Settlement Trust on and subject to the terms of the JTIM Global Settlement Trust Deed is hereby approved.

4. **THIS COURT ORDERS** that the engagement of the Bare Trustee to act as the bare trustee over the JTIM Supplemental Trust Account pursuant to the JTIM Supplemental Trust Agreement is hereby approved.

5. **THIS COURT ORDERS** that BMO, in its capacities as Trustee and Bare Trustee, shall be paid its reasonable fees and disbursements in accordance with the JTIM Trust Documents, including the Fee Schedule, following the delivery of an invoice by BMO.

**APPROVAL OF THE JTIM TRUST DOCUMENTS & INVESTMENT GUIDELINES**

6. **THIS COURT ORDERS** that the JTIM Trust Documents and the transactions contemplated therein are hereby approved and the execution and delivery of each of the JTIM Trust Documents by JTIM is hereby authorized and approved. JTIM is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the establishing of the trust and bare trust arrangements contemplated by the JTIM Trust Documents and the other transactions contemplated therein, and the CCAA Plan Administrator shall be authorized to take all additional steps that it views as necessary or desirable in furtherance of its responsibilities under the CCAA Plan and the other Definitive Documents in connection with the same.

7. **THIS COURT ORDERS** that the Investment Guidelines are hereby approved.

8. **THIS COURT ORDERS** that all instructions provided by JTIM, or any investment manager retained by JTIM to act as its agent, to the Bare Trustee, in respect of the investment of the property held in the JTIM Supplemental Trust Account shall be in accordance with the Investment Guidelines.

9. **THIS COURT ORDERS** that any funds in the JTIM Supplemental Trust Account shall be subject to the exclusive jurisdiction of the CCAA Court and may only be released

from the JTIM Supplemental Trust Account in accordance with Section 5.5 of the CCAA Plan or further Order of the CCAA Court.

10. **THIS COURT ORDERS** that the Collateral Agent, for the benefit of itself and the Claimants (the “**Secured Parties**”), shall be entitled to the benefit of and is hereby granted a charge (the “**JTIM Supplemental Trust Charge**”) on the property held in the JTIM Supplemental Trust Account from time to time pursuant to the CCAA Plan (the “**JTIM Supplemental Trust Property**”).

11. **THIS COURT ORDERS** that the filing, registration or perfection of the Supplemental Trust Charge shall not be required, and that the Supplemental Trust Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the grant of the Supplemental Trust Charge pursuant to this Order, notwithstanding any such failure to file, register, record or perfect.

12. **THIS COURT ORDERS** that the Supplemental Trust Charge shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise in favour of any Person in respect of the JTIM Supplemental Trust Property.

13. **THIS COURT ORDERS** that, upon the release of any property from the JTIM Supplemental Trust Account upon written instructions provided by JTIM in accordance with Section 5.5 of the CCAA Plan, or upon further Order of the CCAA Court, the Supplemental Trust Charge shall not continue to attach to any such property and shall be deemed to be discharged in relation to such property.

14. **THIS COURT ORDERS** that, subject to paragraph 13 of this Order, the Supplemental Trust Charge cannot be subordinated or discharged without the prior written consent of the Collateral Agent or further Order of the CCAA Court. Notwithstanding the foregoing, the Supplemental Trust Charge shall automatically be terminated and discharged upon the filing of the Certificate of Plan Completion by the CCAA Plan Administrator.

#### **CCAA PLAN ADMINISTRATOR**

15. **THIS COURT ORDERS** that nothing in this Order shall require Deloitte, in its capacity as Monitor or CCAA Plan Administrator, to take possession or control of, or act in any way as a trustee of, JTIM's current or future assets, undertakings or properties of any nature or kind whatsoever and wherever situate including all proceeds thereof, including but not limited to the JTIM Global Settlement Trust or the JTIM Supplemental Trust Account, or any of the property therein (the "**Property**"), and that Deloitte, whether as CCAA Plan Administrator or as Monitor, shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control, or to have acted in any way as a trustee of the Property, or any part thereof, whether for tax purposes or otherwise.

16. **THIS COURT ORDERS** that the rights, protections, indemnities, charges, priorities and other provisions in favour of the Monitor and the CCAA Plan Administrator set out in any Order granted in these proceedings, the CCAA Plans, the CCAA or other applicable legislation shall continue to apply and extend to Deloitte in its capacities as Monitor and CCAA Plan Administrator in connection with its carrying out the provisions of

this Order, including the provisions of paragraphs 27-32 of the CCAA Plan Administrator Appointment Order.

## **GENERAL**

17. **THIS COURT ORDERS** that any interested Person may, from time to time, apply to this Court on notice to all affected parties to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of its powers and duties under this Order, the interpretation or application of this Order, or any matters relevant to the JTIM Global Settlement Trust or the JTIM Supplemental Trust Account.

18. **THIS COURT ORDERS** that this Order and all of its provisions shall be effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for issuance or entry.

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Chief Justice G.B. Morawetz

**SCHEDULE A**

## THE JTIM GLOBAL SETTLEMENT TRUST

THIS DEED is made as of the [•] day of [•], 2025,

BETWEEN:

**JTI-MACDONALD CORP.,**  
a corporation incorporated under the laws of  
Canada (hereinafter referred to as the “**Settlor**”)  
- and -

**BMO TRUST COMPANY**

(hereinafter referred to as the “**Original Trustee**”)

**WHEREAS** pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) dated March 8, 2019, the Settlor was granted protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and Deloitte Restructuring Inc. was appointed as the CCAA monitor of the Settlor;

**AND WHEREAS** pursuant to an Order of the CCAA Court dated September 27, 2023, a plan of compromise and arrangement in respect of the Settlor was developed pursuant to the CCAA, the terms of which are set out in a document titled Third Amended and Restated Court-Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement concerning, affecting and involving JTI-Macdonald Corp., dated February 27, 2025 which was unanimously approved by voting creditors and sanctioned by the CCAA Court on March 6, 2025 (as may be further amended, restated or supplemented from time to time, the “**CCAA Plan**”);

**AND WHEREAS** pursuant to a further Order of the CCAA Court dated March 6, 2025, Deloitte Restructuring Inc. was appointed as the CCAA Plan Administrator to, among other things, administer the CCAA Plan;

**AND WHEREAS** the CCAA Plan requires the Settlor to deposit cash payments, in amounts and at the times determined in the CCAA Plan, to be held, administered and distributed on the terms and conditions set out in the CCAA Plan;

**AND WHEREAS** the Settlor wishes to establish a trust to be known as “The JTIM Global Settlement Trust” in accordance with the CCAA Plan and the terms of this Deed and for this purpose has transferred to the Original Trustee the sum of one hundred dollars in lawful currency of Canada (\$100) represented by a Canadian One Hundred Dollar Bill bearing serial number ■, a copy of which is attached as Schedule A hereto (the “**Initial Contribution**”);

**AND WHEREAS** the Trustees (defined below) are willing to hold and administer the Trust Fund (defined below) pursuant to the terms and provisions of this Deed.

**NOW THEREFORE THIS DEED WITNESSES THAT** the Settlor and the Trustees hereby agree, acknowledge and declare that the Initial Contribution and all other real or personal property that from time to time are included in the Trust Fund, as defined in this Deed, shall be held by the Trustees upon the following terms:

## 1. Interpretation

- (a) The relevant provisions of the CCAA Plan are hereby incorporated into this Deed and any capitalized term used but otherwise undefined herein shall have the meaning ascribed to it in the CCAA Plan.
- (b) The following terms shall be ascribed the following meanings:
  - (i) **"Accumulation Date"** means the later of,
    - A. the date which is the day immediately before the last day of the period 21 years from the date of this Deed; and
    - B. the date of the expiration of the maximum period during which income of this Trust could lawfully be accumulated under the laws of Ontario;
  - (ii) **"Additional Contributions"** means property that may be received from time to time by the Trustees to be held as part of the Trust Fund after the date hereof, which for greater certainty shall include all Contributions including the Upfront Contribution, Annual Contributions, and any Reserved Amounts (including all income earned thereon and received by the Trustee) and any other amounts transferred to the Trustees from the trustees of the trust known and designated as The JTIM Supplemental Trust;
  - (iii) **"Beneficiaries"** means the Claimants and any other Person entitled to receive a distribution from the Trust Fund in accordance with the CCAA Plan;
  - (iv) **"CCAA Plan"** has the meaning set out in the recitals hereto.
  - (v) **"CCAA Plan Administrator"** means Deloitte Restructuring Inc. as of the date of this Deed, or such other replacement firm as approved by the CCAA Court;
  - (vi) **"Deed"** means this deed of trust, as amended, restated or supplemented from time to time pursuant to the terms hereof;
  - (vii) **"Distribution Plan"** means the manner, timing and quantum of distributions to specific Beneficiaries or other Persons in accordance with the CCAA Plan and as set out in Schedule B hereto as supplemented or in effect from time to time;
  - (viii) **"Income Tax Act"** means the *Income Tax Act*, Revised Statutes of Canada 1985, c.1 (5th Supplement) and the regulations thereunder, as amended;
  - (ix) **"Investment Guidelines"** means the guidelines and strategies for investing the assets of the Trust Fund attached hereto as Schedule C.
  - (x) **"Segregated Trust Account"** shall mean any one of the following separate segregated trust accounts to be maintained by the Trustees, each for the benefit of the Persons described in the Distribution Plan:
    - A. the QCAP Trust Account,



- B. the PCC Trust Account,
- C. the Cy-près Trust Account,
- D. the Miscellaneous Claims Fund,
- E. the PCC Compensation Reserve Account, and
- F. the Global Settlement Trust Account,

and, for greater certainty, “**Segregated Trust Accounts**” shall mean all of the Segregated Trust Accounts;

- (xi) “**Segregated Trust Account Allocation**” shall mean the division and allocation of the Additional Contributions received by the Trustees into and among the Segregated Trust Accounts in accordance with the Segregated Trust Account Allocation set out in Schedule D hereto as supplemented or in effect from time to time;
  - (xii) “**Termination Date**” means the earliest to occur of:
    - A. such date as the Trust Fund has been completely depleted in accordance with the implementation of the CCAA Plan;
    - B. such date, determined in consultation with the CCAA Plan Administrator, after there are no Beneficiaries left unpaid, upon which the Trustees determine and designate in writing that no expenses or liabilities of the Trust Fund remain outstanding; and
    - C. the 21<sup>st</sup> anniversary of the date hereof, if the Trustees have so determined by notice in writing;
  - (xiii) “**Trust**” means the trust created pursuant to this Deed;
  - (xiv) “**Trust Fund**” means any and all property held at any time by the Trustees, including the Initial Contribution, Additional Contributions and such additional property which the Settlor or the trustees of the trust known and designated as The JTIM Supplemental Trust or other Persons may in accordance with the CCAA Plan, transfer, assign, convey or deliver to the Trustees, together with income, interest and any other revenues generated thereby or accretions or additions thereto and any property into which any of the foregoing may be converted or exchanged; and
  - (xv) “**Trustees**” initially means the Original Trustee and at any other time means the Person or Persons holding office as trustee or trustees of any trust created under this Deed at such time.
- (c) Words and expressions in any particular gender shall include the other genders as the context may permit and the singular shall include the plural and vice versa; and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Deed.

## 2. The Trust Fund

(a) The legal ownership of the Trust Fund shall be vested in and administered and managed exclusively by the Trustees in accordance with the terms of this Deed. On the Plan Implementation Date, the Upfront Contribution shall be deemed to be vested in the Trustees.

(b) The Trustees confirm acceptance of the trust constituted by this Deed.

(c) This Deed is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Trust is not intended to be, and shall not be deemed to be, treated as or construed to be a partnership, joint venture, corporation, association or agency.

(d) The Trust Fund shall not revert or form any part of the income, revenue or assets of the Settlor or of any Person who shall have transferred or contributed property to the Trust Fund (a "**Contributor**"). No Contributor shall have or retain any ownership or residual interest whatsoever with respect to any property contributed or transferred to the Trust Fund nor any rights or role with respect to the management or administration of the Trust Fund, including approval of any distribution made by the Trustees. The Trust Fund shall also not form any part of the income, revenue or assets of the Monitor or CCAA Plan Administrator.

(e) The Trustees shall make payments from the Trust Fund to or on behalf of the Beneficiaries, on account of any amounts to which they are entitled under the CCAA Plan, solely in accordance with the Distribution Plan. All supplements to the Distribution Plan shall be delivered to the Trustees in accordance with the notice provisions of Section 11. The Trustees shall be entitled to rely on the Distribution Plan then in effect from time to time. The Trustees shall not participate in processing, analyzing or approving of any claim of any Beneficiary or of any other Person who shall claim the right to any payment under the CCAA Plan and shall bear no responsibility in this regard.

(f) The financial year of the Trust shall end on the 31<sup>st</sup> day of December in each and every year.

(g) Each Beneficiary or other Person entitled to claim a right or who shall claim a right to any payment under the CCAA Plan shall not have any entitlement to any of the property of the Trust Fund or any right to compel any partition, division or distribution of the property of the Trust Fund or to require an accounting.

## 3. Division and Allocation of Trust Fund

(a) The Trustees shall establish and maintain a separate segregated trust account in respect of each of the Segregated Trust Accounts with its affiliate, the BMO Commercial Bank of Canada.

(b) The Trustees shall allocate Additional Contributions, as and when received, among the Segregated Trust Accounts solely in accordance with the Segregated Trust Account Allocation and shall deposit the amounts so allocated in the account created for such Segregated Trust Account pursuant to paragraph (a) hereof.

#### 4. Administration of the Trust Fund

- (a) Until the Termination Date:
- (i) the Trustees shall pay or transfer to such Persons such amounts in cash at such times and in such manner in accordance with the Distribution Plan, provided that all amounts so paid or transferred to any Beneficiary other than a Province or Territory shall be made from the capital of the Trust Fund and in partial or full satisfaction of the disposition of such Beneficiary's capital interest in the Trust in accordance with subsection 107(2) of the Income Tax Act, and in the meantime, the Trustees shall stand possessed of the capital and income of the Trust Fund and invest and reinvest the Trust Fund in accordance with the Investment Guidelines and the Trustees shall until the Accumulation Date accumulate the whole or such part or parts of the income of the Trust Fund (which for greater certainty shall include interest and any other revenues) that shall not have been otherwise paid or applied and shall hold the same as an accretion to the capital of the Trust Fund for all purposes, provided that if after the Accumulation Date the Trustees are still holding the Trust Fund, they shall pay to or apply for the benefit of the Beneficiaries, or any one or more of them to the exclusion of the other or others, the whole of the net income, if any, derived from the Trust Fund and, for greater certainty, in exercising their discretion regarding such payment of income among the Beneficiaries, the Trustees may consult with the CCAA Plan Administrator;
  - (ii) the performance of any payment duly made in accordance with the Distribution Plan pursuant to clause (i) of this subparagraph 4(a) shall constitute a discharge of the Trustees' duty to account for the use of such funds;
  - (iii) subject to and in connection with any payment made pursuant to Section 4(a)(i), the Trustees shall have full, absolute and unfettered discretion from time to time and at any time or times to make or not make, any election, determination or designation or to do, or not do, any other act, deed or thing, or exercise any discretion or authority referred to in any provision or provisions of the Income Tax Act which it shall deem to be in the best interests of the Trust Fund and the Beneficiaries, or any one or more of them, including without limiting the generality of the foregoing:
    - A. to make, or not make, any adjustment to the amount allocated to any Beneficiary who or which is a non-resident of Canada to eliminate any inequities or unfairness which the Trustees may consider to occur as a result of differences in rates of income tax payable by each of the Beneficiaries and by this Trust pursuant to the Income Tax Act; and
    - B. to pay or transfer the whole or such part or parts of the income of the Trust Fund to any one or more Beneficiary which shall be a Province or Territory in such shares or proportions, even to the complete exclusion of any one or more of the other or others, as the Trustees shall think fit, and for greater certainty, in exercising their discretion in

this regard, the Trustees may consult with the CCAA Plan Administrator,

whether or not such would have the effect of conferring an advantage on any one or more of the Beneficiaries at the expense of any one or more of the other Beneficiaries or could otherwise be considered but for the foregoing as not being an impartial exercise by the Trustees of their duties hereunder or as not being the maintaining of an even hand among the Beneficiaries, and all such exercises of their discretion shall be binding upon all the Beneficiaries;

- (iv) the Trustees shall withhold and deduct from any amount paid or distributed pursuant to the terms of this Deed any amount required by law to be withheld and deducted on account of taxes, and the Trustees shall duly remit any such withheld or deducted amount on a timely basis to the relevant tax authority; and
- (v) each Segregated Trust Account shall bear its *pro rata* share of expenses and taxes of the Trust, provided that the Trustees shall be empowered to transfer amounts between Segregated Trust Accounts in accordance with good and prudent business practices solely to facilitate such *pro rata* payment of expenses or taxes.

(b) Upon the Termination Date, the Trustees shall pay and transfer the Trust Fund then remaining and the income thereon, if any, in accordance with the Distribution Plan.

(c) The Trustees shall maintain accurate and detailed books, records and accounts regarding the administration of the Trust Fund and each of the Segregated Trust Accounts and the payment of expenses and taxes thereof in detail and for such period of time ending not less than seven years following the termination of the Trust. The Trustees shall make such books, records and accounts available to the CCAA Plan Administrator as requested by the CCAA Plan Administrator in writing. In addition, the Trustees shall provide within 10 days of the end of each month, a report to the CCAA Plan Administrator with respect to each Segregated Trust Account indicating all receipts, disbursements and investments, including the composition of all investment portfolios and investment performance (collectively, the “**Account Details**”), in the previous month. For the avoidance of doubt, the Trustees shall provide the CCAA Plan Administrator with online access to view the Account Details.

(d) With the assistance of tax advisors, the Trustees shall prepare and file all trust tax and information returns required to be prepared in respect of the Trust or the Trust Fund in accordance with the provisions of the Income Tax Act and any other applicable tax legislation. For greater certainty, such tax returns shall accurately report all income of the Trust for the taxable period covered by such tax returns. In addition, the Trustees shall not deduct in computing the income of the Trust for any taxable period any amounts payable to a Beneficiary (other than a Province or Territory) in such period.

(e) The tax owed by the Trust in respect of a taxable period shall be remitted by the Trustees from the Trust Fund on a timely basis to the relevant governmental authority. The Trustees shall review all tax levies and assessments with a view to determining the applicability and correctness thereof with the assistance of tax advisors and, where appropriate, shall object or appeal any questionable levy or assessment, taking into account the advice of tax advisors.

## **5. Powers of the Trustees**

In addition to all other powers and discretions conferred upon the Trustees by law or under this Deed, the Trustees shall have full authority at any time or times to enter into any transactions or to do any acts in the administration of the Trust and the investment and management of the Trust Fund which, in their discretion and in accordance with the Investment Guidelines, they may deem to be in the best interests of all or any one or more of the Beneficiaries. Such authority shall include, but shall not be limited to, the exercise of all or any one or more of the following powers:

### **(a) Additions to the Trust Fund**

To accept as an addition to the Trust Fund any gift or contribution of money or other property that any Person may transfer to them for the purposes of the Trust at any time or times.

### **(b) Investments**

To invest and reinvest any money forming part of the Trust Fund in any investments of any kind whatever in accordance with the Investment Guidelines.

### **(c) Related Party Investment Offerings**

To make deposits with or in, invest in securities, shares, obligations or other interests of (including any form of property offered for purchase as an investment by) any of the Trustees, any agent of or advisor to any of the Trustees, any company deemed to be a related or connected issuer (for Canadian securities purposes) to any of the Trustees or to any company affiliated or related to any of the Trustees, including the Bank of Montreal or any affiliate, subsidiary or related company or companies thereof, or of any of the Trustees or any agent or advisor to any of the Trustees, notwithstanding that any one or more of the Trustees, Trustees' agent or advisor, or any company related or affiliated thereto, may benefit therefrom; including retaining a profit or the receipt of fees (provided such fees are in accordance with standard fee schedules applicable to other preferred clients), and the Trustees shall not be required to account for, or to give up, any such benefit.

### **(d) Rights Incidental to Ownership**

To exercise any voting rights and other rights incidental to the ownership of any investments or other property included in the Trust Fund, to grant proxies and to participate in any plan or arrangement for the dissolution, merger or reorganization of any corporation or partnership whose shares, bonds, interests or securities are included in the Trust Fund and generally to do any act with respect to the investments or other property included in the Trust Fund that would be within their powers if they were the absolute owners of such investments or other property included in the Trust Fund.

### **(e) Disposition of Trust Property**

To sell, assign, exchange, or otherwise dispose of the whole or any part of the Trust Fund in any manner for such consideration and on such terms and conditions as the Trustees may deem advisable or expedient, in each case in accordance with the Investment Guidelines.

(f) **Power To Insure**

To insure any property of the Trust Fund, but the Trustees shall not be liable for any omission to purchase any such insurance or to purchase a particular amount of such insurance.

(g) **Agreements**

To enter into any agreement or other transaction with respect to any investments or other property included in the Trust Fund upon such terms and conditions as the Trustees may deem advisable or expedient, in each case in accordance with the Investment Guidelines.

(h) **Settlement of Claims**

To settle, waive, release or compromise any claim or obligation of, or owing to them, in their capacities as Trustees.

(i) **Limited Liability**

To exclude their personal liability in any agreement or other transaction entered into by them in the course of the management of the Trust Fund or the administration of the trusts created by this Deed.

(j) **Professional Advice**

To act on information or advice obtained from any lawyer, accountant, valuer, broker, firm of investment dealers or any members thereof or any other adviser or expert and to pay for such information or advice out of the Trust Fund or out of the income therefrom as the Trustees may reasonably deem appropriate, and to employ and remunerate any investment counsel or other investment advisors, including any investment counsel or other investment advisors affiliated or related to any Trustee, to assist the Trustees in investing the Trust Fund on such terms and with such delegated powers as they consider advisable and as are permitted under the Investment Guidelines, and the Trustees shall not be liable for any losses incurred as a consequence of the exercise, or failure to exercise, any such delegated powers by any such investment counsel or investment advisor; and the remuneration of any such investment counsel shall not be taken into account in determining the Trustees' compensation but shall be in addition thereto, provided any such action adheres to the Investment Guidelines.

(k) **Cash Deposits**

To deposit any money included in the Trust Fund with any investment dealer, stockbroker, chartered bank, duly registered trust company or financial institution in Canada and in accordance with the Investment Guidelines.

(l) **Documents of Title**

To hold securities in bearer form or duly endorsed for transfer in blank or to record or register the ownership of any securities or other investments or property included in the Trust Fund in the name of the Trustees or of any agent or nominee of the Trustees and to grant custody of any such securities, investments or property, or the documents of title relating thereto, to any agent or nominee of the Trustees.

(m) **Signing Authority**

To appoint any Trustee or Trustees or any other person or persons to sign all or any banking documents, stock transfers, receipts, promissory notes, other negotiable instruments and any other documents of any kind required to be signed on behalf of the Trustees at any time or to otherwise provide instructions (whether written or oral) to any bank, custodian, broker, investment dealer or manager or any other person.

**6. Liability of Trustees**

(a) No Trustee shall be liable for any act or omission in the purported exercise of any such power or in the performance of its obligations pursuant to this Deed or for any loss or diminution in value suffered by the Trust Fund unless such act, omission, loss or diminution in value constitutes, or is caused by, the gross negligence or dishonest conduct of the Trustee.

(b) Any Trustee which is a corporation may exercise or concur in the exercise of any discretion or power conferred in this Deed or conferred by law on the Trustee by a resolution of such corporation by its board of directors or by its governing body. Such corporate Trustee may delegate the right and power to exercise or concur in the exercise of any such discretion or power to any one or more of its directors, officers or employees or to such other Person or Persons as such corporate Trustee shall determine proper.

(c) No Beneficiary shall have any claim against the Trustees and the Trustees shall not be liable to any such Person provided that the Trustees have acted in good faith and without gross negligence or dishonest conduct. The Trustees shall not be under any duty to make inquiries with respect to whether any distribution of property from the Trust Fund is made pursuant to the terms of the Distribution Plan or the CCAA Plan.

**7. Expenses and Remuneration of Trustees**

(a) The Trustees shall be fully indemnified out of the Trust Fund or the property of the particular Segregated Trust Account under administration for all reasonable and documented expenses and liabilities incurred by them in the performance of their responsibilities as Trustees under this Deed, other than pursuant to Section 7(b).

(b) The Trustees shall be indemnified out of the Trust Fund, in respect of any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, resulting from or arising out of, or in any manner connected with any actions, causes of action, suits, proceedings, expenses (including legal fees), claims, liabilities, grievances, judgments and demands of any kind whatsoever, both in law and in equity, whether implied or express, which any person now has, may have had, or may ever have against any of the Trustees in any way arising out of or in connection with the performance of his, her or their responsibilities and in connection with holding office as a Trustee, other than for any Trustee's gross negligence or dishonest conduct, provided that the Trustee has acted honestly and in good faith.

(c) The Trustees shall be entitled to receive such remuneration for their services and other compensation provided for in the fee schedule set out in Schedule E (the "**Fee Schedule**"). All such compensation shall be paid out of the Trust Fund or the property of the particular Segregated Trust Account under administration at the times and in accordance with the Fee Schedule. The terms of the Fee Schedule shall be valid and binding in all respects to fix

the compensation payable to the Trustees as though the Fee Schedule was expressly embodied in this Deed.

## **8. Resignation and Removal of Trustee**

(a) If any Trustee gives notice in accordance with Section 8(b) of its desire to withdraw and be discharged from the trusts hereof or shall be removed in accordance with subparagraphs (c), or (d) of this Section 8 or shall refuse to act, then the CCAA Plan Administrator shall by deed appoint one or more Persons a Trustee or Trustees in place of the Trustee so desiring to withdraw and be discharged, removed, or refusing to act.

(b) Any Trustee may at any time resign by giving 90 days' written notice to the CCAA Plan Administrator in accordance with Section 11, provided that an outgoing Trustee shall continue to fulfill its obligations under this Deed until a successor trustee has accepted its appointment as Trustee and shall execute such documents and do such transfers that may be necessary for vesting of the Trust Fund in the new or continuing Trustees.

(c) The CCAA Plan Administrator may at any time by giving 90 days' written notice in accordance with Section 11 remove any Trustee and following 90 days' of the provision of such notice, such Trustee shall cease to be a Trustee for all intents and purposes except as to acts and deeds necessary for vesting of the Trust Fund in the new or continuing Trustees.

(d) Any Trustee which is a corporation shall immediately cease to be a Trustee hereunder upon entering into liquidation, whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction), having a receiver or a receiver-manager appointed with respect to its affairs or becoming subject to any bankruptcy or insolvency laws, or seeking an arrangement of its debt under any corporate statute.

## **9. Trust Irrevocable**

This Deed is irrevocable by the Settlor and notwithstanding anything herein, expressed or implied, no part of the capital or income of the Trust Fund shall be paid or lent or applied to or for the benefit of the Settlor or any other Person who shall have transferred property to the Trust Fund, in any manner or in any circumstances whatever.

## **10. Amendment**

This Deed may only be amended, in whole or in part, at any time and from time to time by an order of the CCAA Court, provided that no amendment may be made authorizing or permitting any part of the Trust Fund to be used for, or diverted to purposes other than those provided for under the terms of this Deed and the CCAA Plan, and further provided that an order of the CCAA Court shall not be required in respect of any amendment to this Deed that is reasonably determined to, in consultation with the CCAA Plan Administrator, be administrative in nature or cures any ambiguity or corrects or supplements any provision hereof that is inconsistent with the provisions of the CCAA Plan or any Order of the CCAA Court.

## **11. Communication, Schedules, Notice and Consultation**

(a) Any communication, schedule or notice provided by the CCAA Plan Administrator to the Trustees in accordance with this Deed shall be in writing and signed by an authorized Person of the CCAA Plan Administrator, and the Trustees shall be fully protected in



acting in accordance with such communication. The CCAA Plan Administrator shall from time to time furnish to the Trustees a certificate in the form of Schedule F setting out the name(s) of authorized persons to communicate on behalf of the CCAA Plan Administrator. The Trustees shall be entitled to rely on any communication, schedule or notice provided in accordance with this Section 11 without further diligence or inquiry.

(b) Any communication or notice by the Trustees with the CCAA Plan Administrator shall be in writing and signed by an authorized Person of the Trustees.

(c) Any communication, notice or consultation in respect of this Deed shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage. Such communication must be sent to the applicable Person at the following addresses, as may be amended or supplemented by the applicable Person after the date hereof:

(i) If to the Original Trustee to:

[■]

(ii) If to the CCAA Plan Administrator to:

[■]

with a copy which shall not constitute notice to:

[■]

## **12. Designation of Trust**

The provisions of this Deed and the trusts created hereunder are designated THE JTIM GLOBAL SETTLEMENT TRUST and the Trustees and their agents or nominees may in that name hold title to any investments or other property included in the Trust Fund, carry out any transactions for the purposes of this Deed and enter into any contracts or arrangements or otherwise exercise any of the powers, discretions or authorities conferred upon them in this Deed.

## **13. Governing Law**

The validity and effect of this Deed and the construction of the provisions of this Deed shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Settlor and the Trustees irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the CCAA Court over any action or proceeding arising out of or relating to this Deed, (ii) agrees to commence such an action or proceeding in the CCAA Court, (iii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such CCAA Court, and (iv) agrees not to assert that such CCAA Court is not a convenient forum for the determination of any such action or proceeding.

**14. Execution of Deed**

This Deed may be executed electronically and in two or more counterparts and transmitted electronically, and such signed counterparts shall together constitute one and the same document and shall be treated as an executed original document.

IN WITNESS WHEREOF the parties have executed this Deed as of the date first written above.

(The remainder of this page is intentionally left blank; signature page follows.)

**JTI-MACDONALD CORP.**

(Settlor)

by \_\_\_\_\_  
Name: ■  
Title: ■

by \_\_\_\_\_  
Name: ■  
Title: ■

**BMO TRUST COMPANY**

(Original Trustee)

by \_\_\_\_\_  
Name: ■  
Title: ■

by \_\_\_\_\_  
Name: ■  
Title: ■

**Schedule A**  
**Initial Contribution**

To be attached.

**Schedule B**  
**Distribution Plan**

See attached.

## DISTRIBUTION PLAN

[DATE]

This Distribution Plan is dated as of ■, 2025 in respect of distributions to be made by the Trustee upon the Effective Time and may be paid in tranches. Further Distribution Plans will be delivered from time to time by the CCAA Plan Administrator to reflect subsequent distributions to be made by the Trustee pursuant to the CCAA Plan.

As soon as practicable after the Effective Time, the following amounts shall be paid or transferred by the Trustee to the specific Beneficiaries or other Persons identified below by wire transfer in accordance with the wire instructions appended hereto as Appendix 1:

### *Payments to Provinces and Territories*

1. The Trustee shall pay or transfer the following amounts from **[the Global Settlement Trust Account bearing account number ■]** to the following Provinces and Territories:
  - (a) the sum of \$■ to His Majesty the King in right of British Columbia;
  - (b) the sum of \$■ to His Majesty the King in right of Alberta;
  - (c) the sum of \$■ to His Majesty the King in right of Saskatchewan;
  - (d) the sum of \$■ to His Majesty the King in right of Manitoba;
  - (e) the sum of \$■ to His Majesty the King in right of Ontario;
  - (f) the sum of \$■ to the Attorney General of Québec;
  - (g) the sum of \$■ to His Majesty the King in right of New Brunswick;
  - (h) the sum of \$■ to His Majesty the King in right of Nova Scotia;
  - (i) the sum of \$■ to His Majesty the King in right of Prince Edward Island;
  - (j) the sum of \$■ to His Majesty the King in right of Newfoundland and Labrador;
  - (k) the sum of \$■ to the Government of Yukon;
  - (l) the sum of \$■ to the Government of the Northwest Territories; and
  - (m) the sum of \$■ to the Government of Nunavut.

*Payments to Claimants' Counsel*

2. The Trustee shall pay or transfer the sum of \$■ from **[the Global Settlement Trust Account bearing account number ■]** to Counsel for the Tobacco Producers.
3. The Trustee shall pay or transfer the sum of \$■ from **[the Global Settlement Trust Account bearing account number ■]** to *Knight* Class Counsel.
4. The Trustee shall pay or transfer the sum of \$■ from the **[the QCAP Trust Account bearing account number ■]** to Quebec Class Counsel.

**APPENDIX 1**  
**WIRE TRANSFER INSTRUCTIONS**

To be attached.



**Schedule C****Investment Guidelines**

See attached.

# Investment Guidelines

For the JTIM Global Settlement Trust

Date: [Insert Date]

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## 1. Purpose

These Investment Guidelines govern the investment of funds held in the JTIM Global Settlement Trust.

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## 2. Applicability

These Investment Guidelines apply to:

- The JTIM Global Settlement Trust and its segregated and following related custody accounts:
    - Global Settlement Trust Bank Account,
    - PCC Bank Account,
    - QCAP Bank Account,
    - Cy-près Bank Account,
    - Miscellaneous Claims Fund Account,
    - PCC Compensation Plan Reserve Account.
- 

## 3. Investment Objectives

The investment objectives are common across all accounts to which this policy is applicable to.

The objectives are as follows:

- Preservation of capital,
  - A high degree of liquidity, such that all disbursements—both scheduled and ad hoc—can be funded on reasonable notice, and
  - Generate modest returns through interest-bearing accounts and low-risk investment.
- 

## 4. Permitted Investments

Investments must be limited to low-risk, short-duration instruments, including:

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- Interest-bearing treasury accounts,
- Government of Canada-issued treasury bills and bonds,
- Provincial-issued treasury bills and bonds,
- Federal and provincial government agency debt obligations,
- Municipal debt obligations,
- Bearer deposit notes,
- AAA-rated or government-guaranteed mortgage-backed securities,
- Bank and trust company deposits,
- Short-term investment certificates,
- Money market funds, and
- High-grade commercial paper.

**Quality Constraint:** All instruments, where applicable, must be issued by domestic issuers and have a minimum rating of **R-1 Low** by Dominion Bond Rating Service (DBRS) or an equivalent rating from another recognized agency.

**Prohibited Investments:** Equities, derivatives, high-yield instruments, foreign currency exposure, or any speculative assets.

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## 5. Asset Allocation Guidelines

In support of the objectives outlined in Section 3, each account will be restricted to those investments that provide capital preservation and high liquidity:

- 100% in cash, cash-equivalent, high-quality short duration instruments, short term investment certificates.

Asset allocation will be reviewed quarterly and adjusted as needed to meet disbursement schedules and market conditions.

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## 6. Liquidity

Liquidity requirements are assumed to be high, with **ready access to funds** across all accounts within scope, unless otherwise determined in consultation with the CCAA Plan Administrators and taking into account the Distribution Plan attached to the JTIM Global Settlement Trust Deed. **In such cases, short-term investment certificates may be used selectively.**

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## 7. Risk Management

- No leverage or speculative investments,
  - Diversification across permitted instruments and issuers, and
  - Regular review of credit ratings and market conditions.
- 

## 8. Review and Amendments

These Investment Guidelines will be reviewed annually or upon material changes in:

- Market conditions,
- Legal or tax requirements, and
- Trust structure or disbursement schedules.

**Amendments require approval from the CCAA Court.**

**Schedule D****Segregated Trust Account Allocation**

See attached.

## **SEGREGATED TRUST ACCOUNT ALLOCATION**

**[DATE]**

This Segregated Trust Account Allocation is dated as of ■, 2025 and allocates only those amounts to be received by the Trustee prior to and upon the Effective Time (other than certain portions of JTIM's Cash Security Deposit which may be received by the Trustee after the Effective Time). Further Segregated Trust Account Allocations will be delivered to the Trustee from time to time by the CCAA Plan Administrator to reflect the allocation of Additional Contributions to be received by the Trustee pursuant to the CCAA Plan after the Effective Time.

The following amounts to be received by the Trustee prior to and upon the Effective Time shall be allocated to **[the Global Settlement Trust Account bearing account number ■]** and shall be held in escrow pending the occurrence of the Effective Time:

1. JTIM's Upfront Contribution (other than JTIM's Cash Security Deposit) in the aggregate sum of \$■.

Upon the Effective Time on the Plan Implementation Date, following the delivery of the Plan Implementation Date Certificate in respect of each of the CCAA Plans by the CCAA Plan Administrator to the Trustee, the amounts held in the Global Settlement Trust Account shall be released from escrow and further divided and allocated as follows:

2. Pursuant to section 4.1(e) of the CCAA Plan \$■ shall be allocated to **[the PCC Compensation Plan Reserve Account bearing account number ■]**.
3. Pursuant to sections 4.1(f) and 7.4 of the CCAA Plan \$■ shall be allocated to **[the QCAP Trust Account bearing account number ■]**.
4. Pursuant to sections 4.1(f) and 8.3 of the CCAA Plan \$■ shall be allocated to **[the PCC Trust Account bearing account number ■]**.
5. Pursuant to sections 4.1(f) and 7.5 of the CCAA Plan, \$■ shall be allocated to **[the Cy-près Trust Account bearing account number ■]**.
6. Pursuant to sections 4.1(f), 6.4 and 9.2 of the CCAA Plan, \$■ shall be allocated to **[the Cy-près Trust Account bearing account number ■]**.
7. Pursuant to section 18.2.1 of the CCAA Plan, \$■ shall be allocated to the **[Miscellaneous Claims Fund bearing account number ■]**.

All or any portion of the JTIM Cash Security Deposit which shall be received by the Trustee after the Effective Time shall be allocated to **[the Global Settlement Trust Account bearing account number ■]**.

**Schedule E**  
**Fee Schedule**

See attached.

## Trustee Services Fee Schedule

The compensation payable to BMO Trust Company for its services as trustee and bare trustee in relation to the Global Settlement Trusts and Supplemental Trusts respectively (the “Trusts”) arising from the Third Amended and Restated Court Appointed Mediator’s and Monitor’s *Companies’ Creditors Arrangement Act* (Canada) (CCAA) Plans of Compromise and Arrangement concerning, affecting and involving Imperial Tobacco Canada Limited, Imperial Tobacco Company Limited, Rothmans, Benson & Hedges Inc., and JTI-Macdonald Corp. as may be amended, restated or supplemented from time to time, shall be as follows:

### **Annual Trustee Fee**

An annual trustee fee of 0.04% payable respectively on the average market value of assets under administration, in the case of the Global Settlement Trust, or on the average market value of assets in respect of which legal title is held, in the case of the Supplemental Trust (the “Percentage Fee” and Average Market Value”).

Subject to an annual minimum fee of \$1,000,000 in aggregate (the “Minimum Fee”). Such Minimum Fee shall be subject to renegotiation between BMO Trust Company and the CCAA Plan Administrators following the exhaustion of the Quebec Class Action Plaintiffs and Pan-Canadian Claimants Segregated Trust Accounts forming parts of the Global Settlement Trusts. In the event the Minimum Fee would not be satisfied based on the Percentage Fee alone, such difference shall be allocated pro rata between the Trusts based on their respective Average Market Value.

### **Out-of-Pocket Expenses**

BMO Trust Company will, in addition to compensation for its services, be reimbursed by the respective Trust for all legal, investment management, and tax preparation fees, costs, and disbursements, and all other charges and out-of-pocket expenses incurred in relation to the relevant Trust.

### **Payment of Compensation**

The compensation to which BMO Trust Company will be entitled under this agreement will become payable from the commencement of the administration or legal ownership as bare trustee of the Trusts and will be payable quarterly.

The fees to which BMO Trust Company is entitled under this agreement do not include any applicable taxes, whether federal or provincial, which shall be an additional charge.



**Schedule F****Authorized Persons Certificate**

See attached.

**Schedule F****AUTHORIZED PERSONS CERTIFICATE**

**TO:** BMO Trust Company (the “**Trustee**”)

**RE:** The trust known and designated as “The JTIM Global Settlement Trust” (the “**Trust**”)

**DATED:** As of ■, 2025

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WHEREAS the Trust was established pursuant to a deed of trust (the “**Deed**”) made as of the ■ day of ■, 2025 between JTI-Macdonald Corp. as Settlor and BMO Trust Company as Trustee;

AND WHEREAS subparagraph 11(a) of the Deed provides that Deloitte Restructuring Inc., in its capacity as CCAA Plan Administrator (the “**CCAA Plan Administrator**”) shall from time to time furnish to the Trustee a certificate setting out the names of the authorized persons to communicate to the Trustee on behalf of the CCAA Plan Administrator;

AND WHEREAS, capitalized terms used but undefined herein shall have the meanings ascribed to them in the Deed.

NOW THEREFORE, the CCAA Plan Administrator hereby certifies, in its capacity as CCAA Plan Administrator and not in its personal or corporate capacity, that:

1. Any one of [■], [■] and [■] are authorized persons to communicate to the Trustee on behalf of the CCAA Plan Administrator.

[Signature page follows.]

Dated the date first written above.

**DELOITTE RESTRUCTURING  
INC.**, in its capacity as CCAA Plan  
Administrator and not in its personal  
or corporate capacity

by: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE B**

## THE JTIM SUPPLEMENTAL TRUST AGREEMENT

THIS AGREEMENT is made as of the [•] day of [•], 2025,

BETWEEN:

**JTI MACDONALD CORP.**,  
a corporation incorporated under the laws of  
Canada (hereinafter referred to as “**JTIM**”)  
- and -

**BMO TRUST COMPANY**

(hereinafter referred to as “**BMO**”)

**WHEREAS** pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) dated March 8, 2019, JTIM was granted protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and Deloitte Restructuring Inc. was appointed as the CCAA monitor of JTIM (in such capacity, the “**Monitor**”);

**AND WHEREAS** pursuant to an Order of the CCAA Court dated September 27, 2023, a plan of compromise and arrangement in respect of JTIM was developed pursuant to the CCAA, the terms of which are set out in a document titled Third Amended and Restated Court Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement concerning, affecting and involving JTI-Macdonald Corp., dated February 27, 2025, which was unanimously approved by voting creditors and sanctioned by the CCAA Court on March 6, 2025 (as may be further amended, restated or supplemented from time to time, the “**CCAA Plan**”);

**AND WHEREAS** pursuant to a further Order of the CCAA Court dated March 6, 2025, Deloitte Restructuring Inc. was appointed as the CCAA Plan Administrator to, among other things, administer the CCAA Plan;

**AND WHEREAS** the CCAA Plan requires JTIM to deposit cash payments, in amounts and at the times determined in the CCAA Plan, to be held, administered and distributed on the terms and conditions set out in the CCAA Plan;

**AND WHEREAS** JTIM and BMO wish to establish a bare trust arrangement (and, for greater certainty, not a trust that would be treated as a separate person for purposes of the Income Tax Act (defined below)) in accordance with the CCAA Plan and the terms of this Agreement;

**AND WHEREAS** the Bare Trustees (defined below) are willing to hold and administer the Supplemental Trust Account (defined below) pursuant to the terms and provisions of this Agreement;

**AND WHEREAS** pursuant to a further Order of the CCAA Court dated [■] a security interest in the Supplemental Trust Account in favour of the Collateral Agent for the benefit of itself and the Claimants has been established.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** JTIM and the Bare Trustees hereby agree, acknowledge and declare that any applicable Reserved Amounts and all other real or personal property that from time to time are included in the Supplemental Trust Account, as defined in this Agreement, shall be held by the Bare Trustees upon the following terms:

**1. Interpretation**

- (a) The relevant provisions of the CCAA Plan are hereby incorporated into this Agreement and any capitalized term used but otherwise undefined herein shall have the meaning ascribed to it in the CCAA Plan.
- (b) If there is a conflict or inconsistency between any provision of this Agreement, and any provision of the CCAA Plan, or the Sanction Order, then the relevant provision of the CCAA Plan or Sanction Order shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.
- (c) The following terms shall be ascribed the following meanings:
  - (i) **"Agreement"** means this agreement, as amended, restated, modified or supplemented from time to time pursuant to the terms hereof;
  - (ii) **"Bare Trustees"** initially means BMO (as bare trustee and escrow agent in respect of this bare trust) and at any other time means the Person or Persons who may replace BMO pursuant to the terms of this Agreement;
  - (iii) **"CCAA"** has the meaning set out in the recitals hereto;
  - (iv) **"CCAA Court"** has the meaning set out in the recitals hereto;
  - (v) **"CCAA Plan"** has the meaning set out in the recitals hereto;
  - (vi) **"CCAA Plan Administrator"** means Deloitte Restructuring Inc. as of the date of this Agreement, or such other replacement as approved by the CCAA Court;
  - (vii) **"Income Tax Act"** means the *Income Tax Act*, Revised Statutes of Canada 1985, c.1 (5th Supplement) and the regulations thereunder, as amended from time to time;
  - (viii) **"Monitor"** has the meaning set out in the recitals hereto;
  - (ix) **"Reserved Amounts"** has the meaning ascribed to it in the CCAA Plan, and for greater certainty, shall include all property that may be received from time to time by the Bare Trustees to be held as part of the Supplemental Trust Account after the date hereof;
  - (x) **"Supplemental Trust Account"** means a segregated bank account to be maintained by the Bare Trustees in which the Supplemental Trust Agreement Funds are to be held in accordance with this Agreement;

- (xi) **“Supplemental Trust Agreement Funds”** means any and all property held at any time by the Bare Trustees pursuant to this Agreement, including the Reserved Amounts and such additional property which JTIM or other Persons may, in accordance with the CCAA Plan, transfer, assign, convey or deliver to the Bare Trustees to be deposited into the Supplemental Trust Account, together with income, interest and any other revenues generated thereby or accretions or additions thereto and any property into which any of the foregoing may be converted or exchanged; and
- (xii) **“Termination Date”** means such date, determined with the concurrence of the CCAA Plan Administrator (not to be unreasonably withheld), after (i) the termination of the Contribution Period in accordance with Section 5.5 of the CCAA Plan, and (ii) all expenses and liabilities solely attributable to the Supplemental Trust Account have been satisfied in full.
- (d) Words and expressions in any particular gender shall include the other genders as the context may permit and the singular shall include the plural and vice versa; and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## 2. **The Supplemental Trust Agreement Funds**

- (a) The Supplemental Trust Agreement Funds shall be held, administered and managed exclusively by the Bare Trustees, with full power to deal with the assets held in the Supplemental Trust Account and to execute any instruments or documents in respect of the Supplemental Trust Account for and on behalf of JTIM, as the holder of the equitable and beneficial interest in the Supplemental Trust Agreement Funds, all in accordance with and subject to the terms of this Agreement and the CCAA Plan.
- (b) The Bare Trustees agree that they hold a bare legal interest in and to the Supplemental Trust Agreement Funds and that they have no equitable or beneficial ownership interest whatsoever in the Supplemental Trust Agreement Funds.
- (c) JTIM and the Bare Trustees agree that all income, gains or loss, if any, earned or derived from the Supplemental Trust Account or Supplemental Trust Agreement Funds, shall be included in computing the income, gain or loss of JTIM for purposes of the Income Tax Act and corresponding provincial or territorial legislation and that JTIM shall prepare and file any and all tax returns prepared, filed or required to be prepared or filed in accordance with the foregoing.
- (d) **[JTIM]** acknowledges and agrees that any liability or loss incurred or realized in respect of the Supplemental Trust Agreement Funds shall be the sole responsibility of **[JTIM]** and that **[JTIM]** shall indemnify and save harmless the Bare Trustees from and against all costs, charges, expenses and liabilities that arise in connection with the Supplemental Trust Account or any action taken by the Bare Trustee pursuant to the terms of this Agreement or any written direction from JTIM and, without limiting the foregoing, the Supplemental Trust Agreement Funds may be used or applied for this purpose.
- (e) **[JTIM]** shall indemnify and save harmless the Monitor and CCAA Plan Administrator from and against all costs, charges, expenses and liabilities that arise in connection with the Supplemental Trust Account and, without limiting the foregoing, the Supplemental Trust Agreement Funds may be used or applied for this purpose.

(f) The bare trust created by this Agreement is not intended to be, and shall not be deemed to be, treated as or construed to be a partnership, joint venture, corporation, association or otherwise as a separate trust or other person separate from JTIM for purposes of the Income Tax Act.

(g) Notwithstanding anything to the contrary herein, the Supplemental Trust Agreement Funds shall not form any part of the income, revenue or assets of the Monitor or CCAA Plan Administrator.

(h) The Bare Trustees shall not participate in processing, analyzing or approving the right of any Person to receive a payment from the Supplemental Trust Account under the CCAA Plan and shall bear no responsibility in this regard.

### **3. Administration of the Supplemental Trust Account**

(a) The Bare Trustees shall transfer all Supplemental Trust Agreement Funds, as and when received to the Supplemental Trust Account.

(b) Until the Termination Date, the Bare Trustees shall pay or transfer from the Supplemental Trust Account to such Persons such amounts in cash at such times in accordance with written instructions from JTIM to be made in accordance with Section 5.5 of the CCAA Plan or pursuant to an order of the CCAA Court, and in the meantime the Bare Trustees shall invest and reinvest the assets remaining in the Supplemental Trust Account in accordance with instructions provided by JTIM, or any investment manager retained by JTIM to act as its agent, from time to time.

(c) The Supplemental Trust Agreement Funds in the Supplemental Trust Account may be used to pay or otherwise satisfy any taxes payable on income or gains earned on the Supplemental Trust Agreement Funds in the Supplemental Trust Account.

(d) The Bare Trustees shall maintain accurate and detailed books, records and accounts regarding the administration of the Supplemental Trust Account and the payment of expenses in detail and for such period of time ending not less than seven years following the termination of this Agreement. The Bare Trustees shall make such books, records and accounts available to: (i) the CCAA Plan Administrator as requested by the CCAA Plan Administrator in writing, and (ii) JTIM for the purpose of preparing its tax and information returns. For the avoidance of doubt, the CCAA Plan Administrator shall have online access to the Supplemental Trust Account. In addition, the Bare Trustees shall provide within 10 days of the end of each month, a report to the CCAA Plan Administrator and JTIM with respect to the Supplemental Trust Account indicating all receipts, disbursements and investments, including the composition of all investment portfolios and investment performance, in the previous month.

(e) JTIM shall prepare and file prior to the relevant filing due date all tax and information returns required to be prepared in respect of the Supplemental Trust Account or Supplemental Trust Agreement Funds pursuant to the provisions of the Income Tax Act and the regulations thereunder and any other applicable tax legislation (including section 150 of the Income Tax Act and corresponding provisions of provincial or territorial tax legislation), and the Bare Trustees shall provide reasonable assistance to JTIM in connection with the preparation of such tax and information returns. Such tax and information returns shall be complete and accurate.



#### **4. Duties of Bare Trustees**

Subject to Sections 3(b) and 4(a), the Bare Trustees shall act solely in accordance with this Agreement and instructions received from time to time in writing from JTIM. In this regard the Bare Trustees may:

##### **(a) Investments**

Invest and reinvest any money forming part of the Supplemental Trust Agreement Funds in accordance with written instructions received from JTIM.

##### **(b) Cash Deposits**

Deposit any money included in the Supplemental Trust Agreement Funds with any investment dealer, stockbroker, chartered bank, duly registered trust company or financial institution in Canada in accordance with written instructions received from JTIM.

##### **(c) Documents of Title**

Hold securities in bearer form or duly endorsed for transfer in blank or to record or register the legal ownership of any securities or other investments or property included in the Supplemental Trust Account in the name of the Bare Trustees or of any agent or nominee of the Bare Trustees and to grant custody of any such securities, investments or property, or the documents of title relating thereto, to any agent or nominee of the Bare Trustees.

##### **(d) Signing Authority**

Appoint any Bare Trustee or Bare Trustees or any other Person or Persons to sign all or any banking documents, stock transfers, receipts, promissory notes, other negotiable instruments and any other documents of any kind required to be signed on behalf of the Bare Trustees at any time in accordance with written instructions received from JTIM.

#### **5. Liability of Bare Trustees**

(a) No Bare Trustee shall be liable for any act or omission in the purported exercise of its obligations pursuant to this Agreement or for any loss or diminution in value suffered by the Supplemental Trust Agreement Funds unless such act, omission, loss or diminution in value constitutes, or is caused by, the gross negligence or dishonest conduct of the Bare Trustee and JTIM hereby releases the Bare Trustees from any and all liability in respect of any action taken or omission made by the Bare Trustees pursuant to the terms of this Agreement or any express written direction of JTIM.

(b) Any Bare Trustee that is a corporation may exercise or concur in the exercise of any discretion or power conferred in this Agreement or conferred by law on the Bare Trustee by a resolution of such corporation by its board of directors or by its governing body. Such corporate Bare Trustee may delegate the right and power to exercise or concur in the exercise of any such discretion or power to any one or more of its directors, officers or employees or to such other Person or Persons as such corporate Bare Trustee shall determine proper.

(c) JTIM shall not have any claim against the Bare Trustees and the Bare Trustees shall not be liable to JTIM provided that the Bare Trustees have acted in good faith and without gross negligence or dishonest conduct.

## **6. Expenses and Remuneration of Bare Trustees**

(a) The Bare Trustees shall be fully indemnified out of the Supplemental Trust Account for all reasonable and documented expenses and liabilities incurred by them in the performance of their responsibilities as Bare Trustees under this Agreement.

(b) The Bare Trustees shall be indemnified out of the Supplemental Trust Account, in respect of any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, resulting from or arising out of, or in any manner connected with any actions, causes of action, suits, proceedings, expenses (including legal fees), claims, liabilities, grievances, judgments and demands of any kind whatsoever, both in law and in equity, whether implied or express, which any Person now has, may have had, or may ever have against any of the Bare Trustees in any way arising out of or in connection with the performance of his, her or their responsibilities under this Agreement, unless such loss, liability damage, cost, expense, charge, fine, penalty or assessment constitutes or is caused by any Bare Trustee's gross negligence or dishonest conduct.

(c) The Bare Trustees shall be entitled to receive such remuneration for their services and other compensation provided for in the fee schedule set out in Schedule A (the "**Fee Schedule**"). The terms of the Fee Schedule shall be valid and binding in all respects to fix the compensation payable to the Bare Trustees as though the Fee Schedule was expressly embodied in this Agreement.

## **7. Resignation and Removal of Bare Trustee**

(a) If any Bare Trustee gives notice (in accordance with Section 10) of its intention to resign pursuant to subparagraph (b) of this Section 7, or is to be removed in accordance with subparagraphs (c) or (d) of this Section 7, then JTIM with the concurrence of the CCAA Plan Administrator shall by deed appoint one or more Persons a Bare Trustee or Bare Trustees in place of the Bare Trustee so intending to resign or which is to be removed.

(b) Any Bare Trustee may at any time resign by giving 90 days' written notice to JTIM and the CCAA Plan Administrator in accordance with Section 10, provided that such resigning Bare Trustee shall continue to fulfill its obligations under this Agreement until a successor has accepted to act as Bare Trustee and shall execute such documents and do such transfers that may be necessary for vesting of the legal ownership of the Supplemental Trust Account in the new or continuing Bare Trustees.

(c) JTIM may, at any time with the concurrence of the CCAA Plan Administrator, by giving 90 days' written notice in accordance with Section 10 remove any Bare Trustee and following 90 days' of the provision of such notice, such Bare Trustee shall cease to be a Bare Trustee for all intents and purposes except as to acts and deeds necessary for the transfer of this Agreement and the Supplemental Trust Agreement Funds to the new or continuing Bare Trustees.

(d) Any Bare Trustee that is a corporation shall immediately cease to be a Bare Trustee hereunder upon entering into liquidation, whether compulsory or voluntary (not being

merely a voluntary liquidation for the purposes of amalgamation or reconstruction), having a receiver or a receiver-manager appointed with respect to its affairs or becoming subject to any bankruptcy or insolvency laws, or seeking an arrangement of its debt under any corporate statute.

## **8. Irrevocable Direction**

Subject to the terms of the CCAA Plan and notwithstanding anything contained herein (express or implied), JTIM hereby irrevocably authorizes and directs the Bare Trustees to refrain from distributing, applying, lending or making payments from the Supplemental Trust Agreement Funds to JTIM in any manner or circumstances whatsoever, other than in accordance with Section 5.5 of the CCAA Plan or as directed by the CCAA Court.

## **9. Amendment**

This Agreement may only be amended, in whole or in part, at any time and from time to time by an Order of the CCAA Court, provided that no amendment may be made authorizing or permitting any part of the Supplemental Trust Agreement Funds to be used for, or diverted to purposes other than those provided for under the terms of this Agreement and the CCAA Plan, and further provided that an order of the CCAA Court shall not be required in respect of any amendment to this Agreement that is reasonably determined by the CCAA Plan Administrator and the Bare Trustees to be administrative in nature or cures any ambiguity or corrects or supplements any provision hereof that is inconsistent with the provisions of the CCAA Plan or any Order of the CCAA Court.

## **10. Communication, Schedules, Notice and Consultation**

(a) Any communication, schedule or notice provided by JTIM in accordance with this Agreement shall be in writing and signed by an authorized Person of JTIM, and the Bare Trustees shall be fully protected in acting in accordance with such communication. JTIM shall from time to time furnish to the Bare Trustees a certificate in the form of Schedule B setting out the name(s) of authorized Persons to communicate on behalf of JTIM. The Bare Trustees shall be entitled to rely on any communication, schedule or notice provided in accordance with this Section 10 without further diligence or inquiry.

(b) Any communication, notice or consultation by the Bare Trustees with JTIM or the CCAA Plan Administrator shall be in writing and signed by an authorized Person of the Bare Trustees.

(c) Any communication, notice or consultation in respect of this Agreement shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage. Such communication must be sent to the applicable Person at the following addresses, as may be amended or supplemented by the applicable Person after the date hereof:

- (i) If to BMO to:

[■]

- (ii) If to the CCAA Plan Administrator to:

[■]

with a copy which shall not constitute notice to:

[■]

- (iii) If to JTIM to:

[■]

with a copy which shall not constitute notice to:

[■]

## **11. Governing Law**

The validity and effect of this Agreement and the construction of the provisions of this Agreement shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of JTIM and the Bare Trustees irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the CCAA Court over any action or proceeding arising out of or relating to this Agreement, (ii) agrees to commence such an action or proceeding in the CCAA Court, (iii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such CCAA Court, and (iv) agrees not to assert that such CCAA Court is not a convenient forum for the determination of any such action or proceeding.

## **12. Execution of Agreement**

This Agreement may be executed electronically and in two or more counterparts and transmitted electronically, and such signed counterparts shall together constitute one and the same document and shall be treated as an executed original document.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(the remainder of this page is intentionally left blank; signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**JTI-MACDONALD CORP.**

by \_\_\_\_\_  
Name: ■  
Title: ■

by \_\_\_\_\_  
Name: ■  
Title: ■

**BMO TRUST COMPANY**

by \_\_\_\_\_  
Name: ■  
Title: ■

by \_\_\_\_\_  
Name: ■  
Title: ■

**Schedule A**  
**Fee Schedule**

See attached.

## Trustee Services Fee Schedule

The compensation payable to BMO Trust Company for its services as trustee and bare trustee in relation to the Global Settlement Trusts and Supplemental Trusts respectively (the “Trusts”) arising from the Third Amended and Restated Court Appointed Mediator’s and Monitor’s *Companies’ Creditors Arrangement Act* (Canada) (CCAA) Plans of Compromise and Arrangement concerning, affecting and involving Imperial Tobacco Canada Limited, Imperial Tobacco Company Limited, Rothmans, Benson & Hedges Inc., and JTI-Macdonald Corp. as may be amended, restated or supplemented from time to time, shall be as follows:

### **Annual Trustee Fee**

An annual trustee fee of 0.04% payable respectively on the average market value of assets under administration, in the case of the Global Settlement Trust, or on the average market value of assets in respect of which legal title is held, in the case of the Supplemental Trust (the “Percentage Fee” and Average Market Value”).

Subject to an annual minimum fee of \$1,000,000 in aggregate (the “Minimum Fee”). Such Minimum Fee shall be subject to renegotiation between BMO Trust Company and the CCAA Plan Administrators following the exhaustion of the Quebec Class Action Plaintiffs and Pan-Canadian Claimants Segregated Trust Accounts forming parts of the Global Settlement Trusts. In the event the Minimum Fee would not be satisfied based on the Percentage Fee alone, such difference shall be allocated pro rata between the Trusts based on their respective Average Market Value.

### **Out-of-Pocket Expenses**

BMO Trust Company will, in addition to compensation for its services, be reimbursed by the respective Trust for all legal, investment management, and tax preparation fees, costs, and disbursements, and all other charges and out-of-pocket expenses incurred in relation to the relevant Trust.

### **Payment of Compensation**

The compensation to which BMO Trust Company will be entitled under this agreement will become payable from the commencement of the administration or legal ownership as bare trustee of the Trusts and will be payable quarterly.

The fees to which BMO Trust Company is entitled under this agreement do not include any applicable taxes, whether federal or provincial, which shall be an additional charge.

**Schedule B**  
**Authorized Persons Certificate**

See attached.



**Schedule B****AUTHORIZED PERSONS CERTIFICATE**

**TO:** BMO Trust Company (the “**Bare Trustee**”)  
**RE:** The JTIM Supplemental Trust Agreement (the “**Trust Agreement**”)  
**DATED:** As of ■, 2025

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WHEREAS the Trust Agreement was entered into as of the ■ day of ■, 2025 between JTI-Macdonald Corp. (“**JTIM**”) and BMO Trust Company;

AND WHEREAS subparagraph 10(a) of the Trust Agreement provides that JTIM shall from time to time furnish to the Bare Trustee a certificate setting out the names of the authorized persons to communicate to the Bare Trustee on behalf of JTIM;

AND WHEREAS, capitalized terms used but undefined herein shall have the meanings ascribed to them in the Trust Agreement.

NOW THEREFORE, JTIM hereby certifies that:

1. Any one of [■], [■] and [■] are authorized persons to communicate to the Bare Trustee on behalf of JTIM.

[Signature page follows.]

Dated the date first written above.

**JTI-MACDONALD CORP.**

by: \_\_\_\_\_

Name:

Title:

**SCHEDULE C**

# Investment Guidelines

For the JTIM Global Settlement Trust

Date: [Insert Date]

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## 1. Purpose

These Investment Guidelines govern the investment of funds held in the JTIM Global Settlement Trust.

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## 2. Applicability

These Investment Guidelines apply to:

- The JTIM Global Settlement Trust and its segregated and following related custody accounts:
    - Global Settlement Trust Bank Account,
    - PCC Bank Account,
    - QCAP Bank Account,
    - Cy-près Bank Account,
    - Miscellaneous Claims Fund Account,
    - PCC Compensation Plan Reserve Account.
- 

## 3. Investment Objectives

The investment objectives are common across all accounts to which this policy is applicable to.

The objectives are as follows:

- Preservation of capital,
  - A high degree of liquidity, such that all disbursements—both scheduled and ad hoc—can be funded on reasonable notice, and
  - Generate modest returns through interest-bearing accounts and low-risk investment.
- 

## 4. Permitted Investments

Investments must be limited to low-risk, short-duration instruments, including:

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- Interest-bearing treasury accounts,
- Government of Canada-issued treasury bills and bonds,
- Provincial-issued treasury bills and bonds,
- Federal and provincial government agency debt obligations,
- Municipal debt obligations,
- Bearer deposit notes,
- AAA-rated or government-guaranteed mortgage-backed securities,
- Bank and trust company deposits,
- Short-term investment certificates,
- Money market funds, and
- High-grade commercial paper.

**Quality Constraint:** All instruments, where applicable, must be issued by domestic issuers and have a minimum rating of **R-1 Low** by Dominion Bond Rating Service (DBRS) or an equivalent rating from another recognized agency.

**Prohibited Investments:** Equities, derivatives, high-yield instruments, foreign currency exposure, or any speculative assets.

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## 5. Asset Allocation Guidelines

In support of the objectives outlined in Section 3, each account will be restricted to those investments that provide capital preservation and high liquidity:

- 100% in cash, cash-equivalent, high-quality short duration instruments, short term investment certificates.

Asset allocation will be reviewed quarterly and adjusted as needed to meet disbursement schedules and market conditions.

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## 6. Liquidity

Liquidity requirements are assumed to be high, with **ready access to funds** across all accounts within scope, unless otherwise determined in consultation with the CCAA Plan Administrators and taking into account the Distribution Plan attached to the JTIM Global Settlement Trust Deed. **In such cases, short-term investment certificates may be used selectively.**

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## 7. Risk Management

- No leverage or speculative investments,
  - Diversification across permitted instruments and issuers, and
  - Regular review of credit ratings and market conditions.
- 

## 8. Review and Amendments

These Investment Guidelines will be reviewed annually or upon material changes in:

- Market conditions,
- Legal or tax requirements, and
- Trust structure or disbursement schedules.

**Amendments require approval from the CCAA Court.**

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

Court File No. CV-19-00615862-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**BLAKE, CASSELS & GRAYDON LLP**

199 Bay St  
Toronto ON M5L 1A9

**Pamela Huff** (LSO# 27344V)

Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)

Tel: 416.863.2958

**Linc Rogers** (LSO# 43562N)

Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)

Tel: 416.863.4168

**Jake Harris** (LSO# 85481T)

Email: [jake.harris@blakes.com](mailto:jake.harris@blakes.com)

Tel: 416.863.2523

**Lawyers for Deloitte in its capacity as JTIM CCAA Plan  
Administrator**

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.**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

**MOTION RECORD**  
**(Banking Arrangements Order)**  
**Returnable August 12, 2025**

**BLAKE, CASSELS & GRAYDON LLP**

Barristers and Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto, Ontario M5L 1A9

**Pamela Huff**, LSO #27344V

Tel: 416-863-2958

Email: [pamela.huff@blakes.com](mailto:pamela.huff@blakes.com)

**Linc Rogers**, LSO #43562N

Tel: 416-863-4168

Email: [linc.rogers@blakes.com](mailto:linc.rogers@blakes.com)

**Jake Harris**, LSO #85481T

Tel: 416-863-2523

Email: [jake.harris@blakes.com](mailto:jake.harris@blakes.com)

*Lawyers for Deloitte Restructuring Inc.,  
in its capacity as CCAA Plan Administrator of  
JTI-Macdonald Corp.*