

**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
(Sanction Order and CCAA Plan Administrator Appointment Order)
Returnable January 29, 2025**

January 15, 2025

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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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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
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**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-19-615862-00CL

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
(SANCTION ORDER AND CCAA PLAN ADMINISTRATOR APPOINTMENT ORDER)**

Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as court-appointed monitor (the “**Monitor**”) of JTI-Macdonald Corp. (“**JTIM**” or the “**Applicant**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the “**CCAA**”) will make a motion before Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) commencing on January 29, 2025 at 10:00 a.m. (Eastern Time).

PROPOSED METHOD OF HEARING: The motion is to be heard in person and by Zoom video conference.

Please refer to the Protocol for Hybrid Motion attached as **Schedule “A”** for details on attending the motion.

THE MOTION IS FOR:¹

1. An Order (the “**Sanction Order**”) substantially in the form included at Tab 3 of the Motion Record, *inter alia*:

¹ All capitalized terms used but not defined herein have the meanings given to them in the CCAA Plan.

- (a) approving and sanctioning the First Amended and Restated Plan of Compromise and Arrangement dated December 5, 2024 in respect of the Applicant (the “**CCAA Plan**”), including the Quebec Administration Plan and the PCC Compensation Plan;
- (b) authorizing and directing the CCAA Plan Administrator, the Monitor and the Applicant, as applicable, to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan, including the Restructuring Steps;
- (c) approving the CCAA Plan Administration Reserve and the PCC Compensation Plan Reserve;
- (d) authorizing and empowering the Court-Appointed Mediator to continue to provide ongoing services with respect to the implementation of the CCAA Plan;
- (e) releasing the Released Claims in respect of the Applicant, the Applicant’s Tobacco Company Group, the Monitors, CCAA Plan Administrators, the Court-Appointed Mediator and the other Released Parties, in accordance with the terms of the CCAA Plan;
- (f) terminating, as at the Effective Time, the Initial Order, save for certain provisions granted in respect of the Monitor and the Court-Appointed Mediator and their respective Representatives;
- (g) terminating, as at the Effective Time, each of (i) the Administration Charge and the Court-Appointed Mediator Charge, upon satisfaction of certain conditions set out in the Sanction Order and (ii) the Sales and Excise Tax Charge and the Director’s Charge; and

- (h) extending the Stay Period until the Effective Time.
2. An Order (the “**CCAA Plan Administrator Appointment Order**”) substantially in the form included at Tab 4 of the Motion Record, *inter alia*:
- (a) appointing Deloitte as CCAA Plan Administrator in accordance with the CCAA Plan and granting the CCAA Plan Administrator its powers, rights and obligations pursuant to the CCAA Plan;
 - (b) authorizing and empowering the CCAA Plan Administrator to establish certain segregated, interest-bearing accounts (the “**Trust Accounts**”), oversee and direct deposits into the Trust Accounts and disburse funds from the Trust Accounts, each in accordance with the CCAA Plan; and
 - (c) approving the communication and coordination between the CCAA Plan Administrators and representatives of certain Claimants.
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 8, 2019, the CCAA Court granted an initial order (as amended from time to time, the “**Initial Order**”) pursuant to the CCAA (the “**CCAA Proceeding**”). The Initial Order, among other things, (i) granted a stay of proceedings in favour of JTIM with a stay

period until and including April 5, 2019 (as extended from time to time, the “**Stay Period**”)²; and (ii) appointed the Monitor.

5. A number of elements in this CCAA Proceeding overlap with the CCAA proceeding of Rothmans, Benson & Hedges Inc. (“**RBH**”) in which Ernst & Young Inc. is court-appointed monitor (the “**RBH Monitor**”) and the CCAA proceeding of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, “**Imperial**”) in which FTI Consulting Canada Inc. is court-appointed monitor (the “**Imperial Monitor**”). The Monitor, the RBH Monitor and the Imperial Monitor will be collectively referred to herein as the “**Monitors**” and the CCAA proceedings of the Applicant, RBH and Imperial (the “**Tobacco Companies**”) will be collectively referred to as the “**CCAA Proceedings**”.
6. On April 5, 2019, the CCAA Court granted the First Amended and Restated Initial Order which, among other things appointed the Court-Appointed Mediator to act as a neutral third party to oversee and coordinate a multiparty, comprehensive mediation (the “**Mediation**”) among the Tobacco Companies and their key stakeholders and mediate a global settlement of the Tobacco Claims (as defined in the CCAA Plan). The Initial Order was further amended and restated by the Second Amended and Restated Initial Order dated April 25, 2019.
7. On October 5, 2023, Chief Justice Morawetz issued an endorsement in the CCAA Proceedings directing the Monitors to work with the Court-Appointed Mediator to develop a plan of compromise and arrangement for each Tobacco Company.

² The Stay Period has been subsequently extended from time to time, most recently by an order dated October 31, 2024. The Stay Period is presently extended up to and including January 31, 2025.

8. On October 31, 2024, the CCAA Court granted, among other Orders, the Meeting Order pursuant to which the plan of compromise or arrangement in respect of the Applicant dated October 17, 2024 (the “**October 17 CCAA Plan**”) was accepted for filing and a creditors meeting in respect of the Applicant for Affected Creditors to consider and vote on the October 17 CCAA Plan (the “**Meeting**”) was scheduled for December 12, 2024.
9. On December 5, 2024, the Monitor served the CCAA Plan, amending and restating the October 17 CCAA Plan, on the Common Service List, together with a report of the Monitor describing the amendments. The amendments are administrative in nature.
10. The Meeting to vote on the CCAA Plan took place virtually on December 12, 2024. The CCAA Plan was unanimously approved by 289,904 votes, representing \$963,296,023,265 in total value of Voting Claims. Accordingly, the CCAA Plan was approved by the requisite majority threshold as provided for in the CCAA.
11. On December 13, 2024, the Monitor served the Twenty-First Report of the Monitor dated December 13, 2024 (the “**Twenty-First Report**”) upon the Common Service List, among other things, reporting on the results of the Meeting.
12. On December 23, 2024, the CCAA Court granted the Sanction Protocol Order (the “**Sanction Protocol Order**”) which, among other things, approved a notice program for the Monitor to notify parties of the timetable and procedure for the Sanction Hearing and set the time and date for the Sanction Hearing.

The Sanction Order and the CCAA Administrator Appointment Order

13. The Sanction Order provides for approval and sanction of the CCAA Plan.

14. The CCAA Plan Administrator Appointment Order provides for the appointment of the CCAA Plan Administrator, who is required for the administration and implementation of the CCAA Plan.
15. Certain administrative matters contemplated in the CCAA Plan are not specifically addressed in the Sanction Order or the CCAA Plan Administrator Appointment Order, including, but not limited to, matters related to the Cy-près Foundation as described in Section 9.4 of the CCAA Plan. Such matters will be dealt with by further motions to be brought before the CCAA Court.
16. A summary of the October 17 CCAA Plan and the December 5, 2024 amendments thereto were set out in the Eighteenth Report of the Monitor dated October 26, 2024 (the “**Eighteenth Report**”) and the Twentieth Report of the Monitor dated December 5, 2024 (the “**Twentieth Report**”), respectively.
17. The issue of allocation of the Global Settlement Amount as between the Tobacco Companies in the three CCAA Proceedings remains unresolved. However, in the Monitor’s view, the existing allocation mechanism set out in the CCAA Plan is affordable for each of the Tobacco Companies and is the only allocation methodology currently presented for consideration.

The CCAA Plan Is Capable of Being Sanctioned

Statutory Requirements

18. The CCAA Plan complies with all statutory requirements of the CCAA, including Section 6 of the CCAA, and is supported by all of the Affected Creditors with Voting Claims.

19. The Applicant has complied with Orders granted by this Court during the CCAA Proceeding in all material respects.
20. All materials filed and procedures carried out have been done in accordance with the CCAA and the Orders and no unauthorized steps were taken.

Fairness and Reasonableness

21. The Affected Creditors unanimously support the CCAA Plan, and the CCAA Plan is fair and reasonable to the Affected Creditors. The CCAA Plan also contains elements that are in the public interest, allows the Applicant to continue as a going concern for the benefit of stakeholders and includes valuable releases in favour of the Released Parties.
22. The releases provided under the CCAA Plan are integral to the CCAA Plan and are fair, reasonable and rationally connected to the overall purpose of the CCAA Plan and should be approved by the CCAA Court.
23. There are certain unresolved issues in relation to the CCAA Plan that entail implementation risks that could delay and jeopardize recoveries to Affected Creditors. The Monitor maintains that the unresolved issues are solvable, and modifications could be made to the CCAA Plan that might alleviate certain implementation risks. However, the CCAA Plan in its current form is the only viable option presented at this time through the CCAA Proceedings that has the support of Affected Creditors. The Monitor's Twenty-Second Report goes into some depth regarding the significant implementation risks inherent in the JTIM CCAA Plan in its current form, particularly in paragraph 66 thereof. These issues will be before the Court at the Sanction Hearing.

The CCAA Plan Administrator Appointment Order Should be Granted

24. The Monitor is of the view that Deloitte's appointment as CCAA Plan Administrator will serve an important function in the administration of the JTIM CCAA Plan and that the provisions of the CCAA Plan Administrator Appointment Order will allow for the CCAA Plan Administrator to fulfill its duties as contemplated by the CCAA Plan.

Orders Sought Should be Granted

25. The Monitor believes that the relief set out in the Sanction Order and the CCAA Plan Administrator Appointment Order, in each case, is necessary and appropriate in the circumstances and ought to be granted.

Additional Grounds

26. Paragraph 65 of the Initial Order.
27. The provisions of the CCAA and the inherent and equitable jurisdiction of this CCAA Court.
28. Rules 1.04, 1.05, 2.03, 3.02, 10.01, 16, 37 and 59 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.
29. Such further and other grounds as counsel may advise and this CCAA Court may permit.

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

30. The Report of the Proposed Monitor dated March 8, 2019;
31. The Eighteenth Report;

32. The Twentieth Report;
33. The Twenty-First Report
34. The Twenty-Second Report of the Monitor dated January 15, 2025; and
35. Such further and other evidence as counsel may advise and this CCAA Court may permit.

January 15 2025

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as the Court-appointed monitor of JTI-Macdonald
Corp.*

TO: COMMON SERVICE LIST

SCHEDULE “A”

PROTOCOL FOR HYBRID MOTION

Scheduling and Specific Requirements

1. Any person on the Service List that wishes to appear **virtually** on the motion(s) ("**Virtual Participants**") must register by 4:00 p.m. two (2) business days in advance of the hearing (Monday, January 27th, 2025 for the motion(s) scheduled for Wednesday, January 29th, 2025), by emailing each Monitor's counsel (aperley@dpvp.com, sfernandes@cassels.com, nancy.thompson@blakes.com). In their email, Virtual Participants should provide contact information, including their name, the party they are acting for, their email address and phone number for the Participant Information Form, along with a statement regarding whether they intend to make submissions and the position they intend to take with respect to the motion(s).
2. Any person on the Service List that wishes to appear **in person** on the motion(s) ("**In Person Participants**" and collectively with Virtual Participants, "**Participants**") must register by 4:00 p.m. two (2) business days in advance of the hearing (Monday, January 27th, 2025 for the motion(s) scheduled for Wednesday, January 29th, 2025), by emailing each Monitor's counsel (aperley@dpvp.com, sfernandes@cassels.com, nancy.thompson@blakes.com). In their email, In Person Participants should provide contact information, including their name, the party they are acting for, their email address and phone number for the Participant Information Form, along with a statement regarding whether they intend to make submissions and the position they intend to take with respect to the motion(s).
3. 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.
4. All material for use on the motion(s) is to be posted on Case Center, as more fully described in Appendix "B".
5. Zoom links will be distributed to registered Virtual Participants only. Virtual Participants are not permitted to forward or share the Zoom link. No person should have access to the hearing on Zoom other than Virtual Participants. If a Virtual Participant is unable to attend by video, they should contact Monitors' counsel. Virtual Participants should carefully review the technical requirements below.
6. Counsel are required to gown for the hearing.
7. 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.

8. No recording of any part of the hearing (including audio) may be made unless authorized in advance by the Court.

9. 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.

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

Technical Requirements for Zoom Participants

11. Virtual 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.

12. Each Virtual Participant is responsible for ensuring that they have suitable equipment to participate in the hearing and that such equipment works properly. Virtual 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.

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

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

15. Virtual Participants should log on using the Zoom link provided approximately 30 minutes before the hearing is scheduled to begin. During this time, Virtual Participants should speak to each other to determine if there are any audio/visual/connection issues.
16. It is suggested that Virtual Participants use the “gallery view” mode, rather than the “active speaker” mode, available on Zoom.
17. It is suggested that only counsel who are making submissions turn on their cameras during the hearing.
18. Should a Virtual Participant become disconnected from Zoom or experience technical difficulties during the hearing, they should immediately inform the Court by sending an email to each Monitor’s counsel (aperley@dwpv.com, sfernandes@cassels.com, nancy.thompson@blakes.com).
18. Further Virtual 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 Virtual 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. Virtual Participants must ensure that they participate in the Zoom hearing from a well-lit room so that they are easily visible. Virtual Participants must also ensure that no filters are active that may distort or otherwise conceal their appearance.
3. Virtual 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 Virtual 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 Virtual 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.

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

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

NOTICE OF MOTION
(SANCTION ORDER AND CCAA PLAN
ADMINISTRATOR APPOINTMENT ORDER)

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*Lawyers for Deloitte Restructuring Inc., in its capacity as
the Court-appointed monitor of JTI-Macdonald Corp.*

TAB 2

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

**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.**

**TWENTY-SECOND REPORT OF THE MONITOR
January 15, 2025**

INTRODUCTION

1. On March 8, 2019, JTI-Macdonald Corp. (“**JTIM**” or the “**Applicant**”) filed for and obtained protection under the *Companies' Creditors Arrangement Act* (the “**CCAA**”). Pursuant to the Order of this Court granted on the same date (the “**Original Initial Order**”), Deloitte Restructuring Inc. was appointed as the Monitor in these proceedings (“**Deloitte**” or the “**Monitor**”). The proceedings commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.
2. The CCAA Proceedings are being conducted in parallel with the CCAA proceedings of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, “**ITL**”), and Rothmans, Benson & Hedges Inc. (“**RBH**”, together with JTIM and ITL, the “**CCAA Applicants**”). The stated objective of these parallel, unconsolidated CCAA proceedings is to provide the CCAA Applicants with an opportunity to settle the almost \$1 trillion dollars of claims alleged against each of them through a structured process.

3. In furtherance of the collective goal of resolving the numerous, substantial and complicated claims against the CCAA Applicants, the Honourable Warren K. Winkler, K.C. was appointed as mediator (the “**Court-Appointed Mediator**”), with a mandate to oversee and coordinate a multiparty, confidential mediation among the CCAA Applicants and their key stakeholders (the “**Mediation**”).
4. On October 5, 2023, Chief Justice Geoffrey B. Morawetz issued an endorsement (the “**October 5 Endorsement**”) stating that “I am directing the three Monitors, to work in conjunction with the Honorable Warren K. Winkler, Court-appointed Mediator, to develop Plans of Compromise or Arrangement. The Monitors and the Court-appointed Mediator are also directed to keep this Court updated as to their progress”.
5. As directed, on October 17, 2024, the Court-Appointed Mediator, the Monitor, FTI Consulting Canada Inc., in its capacity as court-appointed monitor of ITL (the “**ITL Monitor**”), and Ernst & Young Inc., in its capacity as court-appointed monitor of RBH (the “**RBH Monitor**”) filed plans of compromise and arrangement in respect of each of the CCAA Applicants as amended and restated as of December 5, 2024 (collectively, the “**CCAA Plans**” and in respect of JTIM, the “**JTIM CCAA Plan**”) under the CCAA.
6. On October 31, 2024, the Court issued the following orders:
 - a) A claims procedure order which, *inter alia*, established the procedure pursuant to which Claimants, as well as Putative Miscellaneous Claimants obtained the right to attend the meeting of Affected Creditors (the “**Meeting**”) and vote on the JTIM CCAA Plan; and

- b) A meeting order that, *inter alia*, accepted the filing of the JTIM CCAA Plan, approved the meeting materials, and directed the Monitor as to the conduct of the Meeting (the “**Meeting Order**”).
7. JTIM and its affiliate, JTI-Macdonald TM Corp. (“**JTI-TM**”) objected to the motion for the Meeting Order (as defined below) and the filing of the JTIM CCAA Plan. The Court deferred its objections to the Sanction Hearing (as defined below) for consideration, and the issues they raised remain unresolved as of the date of this Twenty-Second Report (the “**Report**”).
8. On December 12, 2024, the Monitor held the Meeting, and the Affected Creditors voted for the approval of the JTIM CCAA Plan by the Required Majority.
9. On December 23, 2024, the Court issued an order (the “**Sanction Protocol Order**”) which, *inter alia*, set a court hearing to approve and sanction the JTIM CCAA Plan commencing on January 29, 2025 (the “**Sanction Hearing**”).
10. Further information regarding the CCAA Proceedings and a background on JTIM have been provided in prior reports of the Monitor.
11. All Court materials filed and orders issued in these CCAA Proceedings are available on the Monitor’s website at: www.insolvencies.deloitte.ca/en-ca/JTIM (the “**Monitor’s Website**”).
12. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Original Initial Order, prior reports of the Monitor, or the JTIM CCAA Plan.

PURPOSE

13. The purpose of this Report is to provide the Court with information, analysis and the Monitor's recommendations regarding the sanctioning of the JTIM CCAA Plan and the CCAA Plan Administrator Appointment Order.

SANCTION PROTOCOL CONSIDERATIONS

14. The Sanction Protocol Order, among other things, approved the Omnibus Sanction Hearing Notice and the Omnibus Sanction Hearing Notice Program.
15. In accordance with the Sanction Protocol Order and the Omnibus Sanction Hearing Notice Program, the Monitor posted the Sanction Protocol Order, the Omnibus Sanction Hearing Notice and the Sanction Hearing Objection Notice (collectively, the "**Sanction Protocol Documents**") on the Monitor's Website on December 24, 2024. On the same day, the Monitor issued a press release with the Omnibus Sanction Hearing Notice on Cision Newswire.
16. On December 27, 2024, the Monitor delivered the Sanction Protocol Documents to each person on the Common Service List, the Negative Notice Claimants and the Putative Miscellaneous Claimants.
17. On January 7, 2025, the Omnibus Sanction Hearing Notice was published in The Globe and Mail (National Edition), the National Post (National Edition) and in Le Devoir newspapers.

18. The Sanction Protocol Order set a bar date of January 15, 2025 for Putative Miscellaneous Claimants to advise the Monitor of their intention to object to the Sanction Order. As of January 15, 2025, the Monitor did not receive any objections from Putative Miscellaneous Claimants.

SANCTION ORDER

Background to the Development of the JTIM CCAA Plan

19. The Monitor has been extensively involved in the CCAA Proceedings since commencement and has issued 21 reports to this Court outlining the activities of the Applicant and the Monitor throughout the CCAA Proceedings.
20. To the best of the knowledge of the Monitor, JTIM has complied with the Orders granted by this Court during the CCAA Proceedings in all material respects and has acted in good faith and with due diligence.
21. The Monitor is not aware of any actions taken or purported to have been taken by JTIM that are not authorized by the CCAA.
22. To the best of its ability, the Monitor has participated in the development, filing and other aspects of the CCAA Plans with the Court-Appointed Mediator, the ITL Monitor and the RBH Monitor, as directed by Chief Justice Morawetz in the October 5 Endorsement. The Monitor has attempted to do its part to forward the development of the CCAA Plans.
23. The Monitor observes that the terms of the CCAA Plans are the result of countless hours of difficult and good faith negotiations during the Mediation. The sanctioning of the JTIM

CCAA Plan and appointment of the CCAA Plan Administrator are crucial and necessary steps toward the resolution of the CCAA Proceedings.

Overview of the JTIM CCAA Plan

24. The Monitor has previously provided certain of its comments on the JTIM CCAA Plan in detail in the Eighteenth Report of the Monitor dated October 26, 2024 (the “**Eighteenth Report**”) and the Twentieth Report of the Monitor dated December 5, 2024 (the “**Twentieth Report**”).
25. Given the time that has passed since those comments and the existence of a number of unresolved issues regarding the JTIM CCAA Plan, the Monitor provides a refreshed summary¹ of key terms of the JTIM CCAA Plan as follows.

Contributions under the JTIM CCAA Plan

26. The Global Settlement Amount of \$32.5 billion, to be paid by the Applicants, is comprised of the Upfront Contributions at the Plan Implementation Date, and the Annual Contributions until the Global Settlement Amount is fully paid.
27. The Upfront Contributions will be equal to (i) the cash on hand of each Applicant as at the month end prior to the Plan Implementation Date, plus (ii) the Cash Security Deposits, less (iii) \$750 million. As such, the exact sum of the Upfront Contributions will not be known until the month end prior to the Plan Implementation Date; however, it is currently

¹ The summary does not purport to be exhaustive nor address each and every provision of the CCAA Plan. For greater detail, reference should be made to the CCAA Plan. The summary provided and all references to the CCAA Plan herein are qualified by reference to the text of the CCAA Plan and, in the event of any discrepancy between the summary provided herein and the CCAA Plan, the CCAA Plan shall govern.

estimated to be \$12.456 billion as at December 31, 2024. An additional \$35.0 million can be contributed to the Miscellaneous Claims Fund (defined and discussed below) at the unanimous discretion of the CCAA Applicants and will not otherwise affect the economics of the JTIM CCAA Plan from the perspective of the Claimants.

28. The Annual Contributions will be calculated as a percentage of Net After-Tax Income subject to certain adjustments (the “**Metric**”). For example, for the first five years following implementation, 85.0% of the amount calculated pursuant to the Metric will be paid to the Claimants. The Metric is intended to capture the profits of the Canadian operating business and excludes non-operational transactions such as one-time accounting adjustments that are non-operational in nature, one-time restructuring and global settlement related adjustments that are non-operational in nature, and interest expense to related parties.
29. Due to the uncertain nature of the Applicants’ future profits, there is no fixed Contribution Period. Payments will cease when the aggregate Contributions reach \$32.5 billion. Until the Global Settlement Amount has been paid, the payment and performance of the Applicants’ obligations under each of the CCAA Plans and other Definitive Documents will be secured by a first ranking charge on the assets of each of the Applicants, for the benefit of those Claimants to whom amounts remain outstanding (the “**Impacted Claimants**”). In that regard, the JTIM CCAA Plan contemplates that its existing secured creditor, JTI-TM, will enter into a subordination agreement, subordinating its security in favour of the security granted to the Claimants.

30. The estimated distribution to the Claimants from the Global Settlement Amount is as follows (the “**Estimated Distribution Table**”):

Period	Upfront Contribution	Annual Contributions					Remainder to end of Contribution Period	Total
		Year 1 (2025)	Year 2 ('26)	Year 3 ('27)	Year 4 ('28)	Year 5 ('29)		
Amount Available	12.456	1.111	1.078	1.067	1.037	1.037	14.714	32.500
Provinces & Territories	6.202	0.361	0.682	0.942	0.912	0.912	14.714	24.725
QCAPs	3.869	0.250						4.119
PCCs	1.750	0.500	0.271					2.521
Cy-près Foundation	0.500		0.125	0.125	0.125	0.125		1.000
Tobacco Producers	0.015							0.015
<i>Knight</i> Class Action Plaintiffs	0.015							0.015
Miscellaneous Claims Fund	0.025							0.025
CCAA Plan Administration Reserve	0.075							0.075
PCC Compensation Plan Reserve	0.005							0.005
Total allocated²	12.456	1.111	1.078	1.067	1.037	1.037	14.714	32.500

31. The JTIM CCAA Plan contemplates, and the Monitor recommends, that Epiq Class Actions Services Canada, Inc. be approved as the Claims Administrator to manage the administration of the claims processes for both the Quebec Administration Plan and the PCC Compensation Plan. In addition, an Administrative Coordinator has been designated under the JTIM CCAA Plan to coordinate the administration of the QCAP and PCC claims

² This allocation table should be read with the notes to it in the CCAA Plans.

processes. This will render these complex claims processes more efficient and simplify them so that claims can be more easily processed and finalized in a shorter time. The Monitor recommends that Daniel Shapiro, K.C. be appointed as “Administrative Coordinator”.

Global Releases of the Applicants, Parent Companies and Tobacco Company Groups

32. In exchange for the Upfront Contributions, the promise to pay the Annual Contributions, the subordination by JTI-TM of its security interests in the assets and undertaking of JTIM, and the agreement for the Parent Companies and relevant affiliates to provide shared services and other operational support to the Applicants, each of the CCAA Plans provide for broad and comprehensive releases to be granted to the Applicants and their Tobacco Company Groups for all Tobacco Claims. Broadly speaking, the Claim of any person, organization or party that may have an Affected Claim or Released Claim is being released. In addition, all Claimants will provide a contractual release to each of the Applicants which shall release any claims they may have, including claims addressed by subsections 5.1(2) and 19(2) of the CCAA (the “**Claimant Contractual Releases**”). The full execution of these Claimant Contractual Releases is a condition precedent to the implementation of each of the CCAA Plans.
33. The JTIM CCAA Plan contemplates the release of certain third parties (the “**Released Third Parties**”), most notably the Tobacco Company Group of JTIM. The Monitor is of the view that the releases of third parties contemplated by the JTIM CCAA Plan are necessary for the JTIM CCAA Plan to be implemented, as the Released Third Parties are providing consideration absent which the JTIM CCAA Plan could not succeed. Such

releases benefit both JTIM and the Affected Creditors by allowing the JTIM CCAA Plan to gain the support of the Released Third Parties, which is necessary for JTIM to continue as a going concern and for the Affected Creditors to see recoveries from the JTIM CCAA Plan, both of which are primary purposes of the JTIM CCAA Plan. The Eligible Voting Creditors (as defined in the Meeting Order) were provided with the JTIM CCAA Plan and associated materials before the Meeting, all of which outlined the nature and effect of the releases in favour of the Released Third Parties.

34. In connection with these broad releases being granted, the Released Parties and the Provinces and Territories recognize that a legislature's sovereign power to enact, amend and repeal legislation cannot be fettered. However, in the event that any legislation (including any regulations promulgated thereunder) similar or analogous to the HCCR Legislation may be enacted or amended by a Province or Territory at any time after the Plan Implementation Date, the Released Parties and the Provinces and Territories are in agreement that the enactment of such future legislation shall not render unenforceable or otherwise make ineffective any of the terms of the Claimant Contractual Releases or releases granted pursuant to the CCAA Plans.

Miscellaneous Claims Fund

35. The JTIM CCAA Plan contemplates the establishment of a fund (the “**Miscellaneous Claims Fund**”) containing \$25 million (which amount can be increased to \$60 million upon the unanimous agreement of the Tobacco Companies) to be held in the event that any Miscellaneous Claims are determined to be valid by the Court. Putative Miscellaneous Claimants may bring an application before the Court for determination of their purported

Miscellaneous Claims and may only receive payment from the Miscellaneous Claims Fund and only following a determination by the Court that their Miscellaneous Claim is valid.

Timing for Implementation of the CCAA Plan

36. The JTIM CCAA Plan is designed to be implemented on the Plan Implementation Date at the Effective Time. At the date of this Report, the Monitor is not able to estimate with any certainty when the Plan Implementation Date will occur as that is dependent upon the various Plan Implementation Conditions, certain of which are discussed further below, being satisfied or waived by the Court-Appointed Mediator and Monitor, subject to approval of the Court, where applicable.
37. The JTIM CCAA Plan and the Sanction Order contemplate that, upon the various Plan Implementation Conditions being satisfied or waived, the Monitor shall deliver to JTIM, serve on the Common Service List, post on the Monitor's website and file with the Court a certificate confirming that the Plan Implementation Date has occurred.

Key Issues Which Remain Unresolved as at the Date of this Report

38. For some time, certain parties, including JTIM, have identified issues relating to the fairness, reasonableness, and workability of the CCAA Plans. Certain of the most material issues to the JTIM CCAA Plan are discussed below, based on the public assertions by the Applicant and JTI-TM, taking into consideration that existing Mediation confidentiality requirements prohibit a full and complete account of all matters pertaining to the issues.

39. The issue of the allocation of responsibility for payment of the Global Settlement Amount is a common issue in the CCAA Plans. The issues involving JTI-TM are unique to the JTIM CCAA Plan. Although unique, the JTIM-TM issues could impact the relative contributions of the Tobacco Companies under the CCAA Plans, particularly because allocation remains unresolved.
40. Chief Justice Morawetz directed in his endorsement issued on November 4, 2024 at paragraphs 56 and 57 that, in summary, the Monitors and the Court-Appointed Mediator are to continue to develop the CCAA Plans through the existing process of the Mediation; such process could be the basis to resolve outstanding issues.

Issue 1: Allocation of Responsibility for Payment of the Global Settlement Amount as Between the Tobacco Companies

41. Section 5.2 of the CCAA Plan states: “The issue of allocation of the Global Settlement Amount as between the Tobacco Companies in the three CCAA Proceedings remains unresolved.” As at the date of this Report, the allocation issue remains unresolved.
42. JTIM’s position, as set out in its responding motion record to the motion for the issuance of the Meeting Order, is that allocation needs to be resolved prior to the sanctioning of the JTIM CCAA Plan as this unresolved issue has the potential to introduce significant commercial uncertainty and ambiguity in the application of the settlement on the Canadian tobacco industry. As a result, JTIM has advised the Monitor that JTIM and its Tobacco Company Group do not support the JTIM CCAA Plan in its current form; this creates an implementation risk given that the Contribution Period may extend for 15 to 20 years or more.

43. RBH stated in its submissions to the Court in advance of the hearing for the approval of the Meeting Order that, “solely for the avoidance of doubt, RBH has not agreed to the Proposed Plan with the Allocation Issue unresolved.”³
44. The working assumption of the Monitor in seeking the Meeting Order and the Sanction Protocol Order was that the issue of allocation had a reasonable prospect of being resolved in the existing Mediation process prior to the sanctioning of the CCAA Plan and therefore the JTIM CCAA Plan was not doomed to fail.
45. In the Monitor’s view, addressing the uncertainty arising from the allocation issue is a significant consideration in the workability of the JTIM CCAA Plan.
46. If the parties do not agree on allocation, or allocation is not otherwise settled, there is an implementation risk.
47. Despite the JTIM CCAA Plan noting in Section 5.2 that allocation is unresolved, the CCAA Plans do contemplate that each Tobacco Company will contribute the vast majority of both its upfront cash and Net After-Tax Income, which the CCAA Plans set out in some detail. This is the only allocation regime that appears in the CCAA Plans and that has been contemplated publicly to date. In the Monitor’s view, this allocation represents a viable way forward that is affordable to all of the Tobacco Companies. At this time, there are no other alternatives presented for consideration.

³ RBH Submissions dated October 29, 2024 at para 5.

Issue 2: Treatment of JTI-TM Under the JTIM CCAA Plan

48. JTI-TM asserts a secured interest in JTIM, pursuant to security provided under ten secured convertible debentures (the “**TM Debentures**”), in the principal sum of \$1.2 billion. As at the date of this Report, total obligations owed to JTI-TM by JTIM are approximately \$1.8 billion. JTI-TM is subject to private receivership proceedings initiated by JT Canada LLC Inc. (“**JT-LLC**”), the parent of JTIM, pursuant to security agreements granted by JTI-TM in favour of JT-LLC.
49. On March 1, 2019, Monitor’s counsel provided an opinion (the “**Monitor Opinion**”) with respect to the security held by JTI-TM. In the Report of the Proposed Monitor dated March 8, 2019, the Monitor advised that, subject to the assumptions and qualifications as more particularly described in the Monitor Opinion, JTI-TM holds a valid security interest in the personal property of JTIM located in Nova Scotia, Ontario, Alberta and British Columbia and in the personal property and real property of JTIM located in Quebec. The Monitor indicated that a copy of the Monitor Opinion would be made available to the Court and to stakeholders on appropriate arrangements regarding confidentiality, reliance and privilege. In 2005, the court-appointed monitor of JTIM in its previous CCAA proceedings also arranged for a legal opinion regarding the security of JTI-TM and received and disclosed a similar positive opinion.
50. However, certain parties have raised concerns about the legitimacy of these intercompany contracts and on March 19, 2019, Justice McEwen issued an endorsement (the “**March 19 Endorsement**”) suspending the payments of principal, interest and royalties from JTIM to JTI-TM.

51. As at September 30, 2024, JTI-TM is owed approximately \$623 million in unpaid interest and approximately \$90 million in unpaid post-filing royalties as a result of the March 19 Endorsement.
52. The JTIM CCAA Plan treats JTI-TM, with its existing security over JTIM's assets, undertakings and properties, as an Unaffected Creditor. Section 3.7 of the JTIM CCAA Plan states that Unaffected Claims are not compromised by the JTIM CCAA Plan and amounts due under such claims should be paid in the Ordinary Course of Business of JTIM. Section 5.14 of the JTIM CCAA Plan indicates that, as consideration for a release of any claims against JTI-TM by Affected Creditors, JTI-TM will subordinate its security to the Collateral Agent and defer exercising any recourse until the Global Settlement Amount is paid in full. Payments by JTIM to JTI-TM are permitted but are limited to available Net After-Tax Income that, pursuant to the Metric, would be available to JTIM, as described below. The inclusion of a plan condition for JTI-TM to subordinate does not in itself make JTI-TM "affected" by the JTIM CCAA Plan because the condition is not binding on JTI-TM, JTI-TM is not compelled to subordinate its position, and the condition may be waived.
53. Under the terms of the JTIM CCAA Plan, JTI-TM is to recover principal and interest payable under the TM Debentures and unpaid post-filing royalties out of Net After-Tax Income, after Annual Contributions are made towards the Global Settlement Amount. Interest under the TM Debentures continues to accrue at approximately \$91 million annually, before default interest accruing on interest and principal payments due and unpaid. As stated above, unpaid interest and post-filing royalties total in excess of \$700 million at the date of this Report. Average Net After-Tax Income available to satisfy the

above amounts is \$25 million per annum based on the latest 5-year projections prepared by JTIM. From the above, it is apparent that, after Annual Contributions are made by JTIM towards the Global Settlement Amount, the satisfaction of all amounts owed to JTI-TM could not occur in the Ordinary Course of Business under the JTIM CCAA Plan without accommodations from JTI-TM. Accordingly, there are serious workability issues in the JTIM CCAA Plan in relation to the above, unless the receiver of JTI-TM agrees to subordinate JTI-TM's position.

54. The Monitor's working assumption to date has been that the receiver of JTI-TM would agree to subordinate its position if a CCAA plan could be tabled that is acceptable. In part, this has driven the activities that have resulted in the preparation and filing of the JTIM CCAA Plan under the timelines prescribed to date.
55. However, as at the date of this Report, the receiver of JTI-TM continues to oppose their treatment under the JTIM CCAA Plan as being unfair, which presents an implementation risk.

The Monitor's Consideration of the CCAA Plan Sanctioning Requirements

56. The Monitor has considered whether the JTIM CCAA Plan complies with the statutory requirements under the CCAA and has considered whether it is fair and reasonable and has set out its views on these issues below.

Statutory Requirements

- a) *Classification of creditors and results of the Affected Creditors' vote:* In the Meeting Order and the accompanying endorsement of Chief Justice Morawetz

dated November 4, 2024, this Court approved the classification of creditors into a single class for the purposes of the Meeting and voting on the JTIM CCAA Plan. No party sought to vary or sought to appeal the classification of creditors as set out in the JTIM CCAA Plan and approved by the Court. All of the Affected Creditors under the JTIM CCAA Plan voted in favour of its approval; accordingly, the JTIM CCAA Plan was approved by the Required Majority of Affected Creditors voting at the Meeting. However, as noted above, fairness of the treatment of JTI-TM as an Unaffected Creditor was not addressed by the Court at the hearing for the Meeting Order but deferred until the Sanction Hearing.

- b) *Provisions of the BIA:* The JTIM CCAA Plan does not include any provision that sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act* do not apply in respect of the JTIM CCAA Plan.
- c) *No unauthorized compromise of Affected Claims:* The Monitor is not aware of any Affected Claims that are being compromised under the JTIM CCAA Plan which are prohibited from being compromised or affected pursuant to the CCAA including:
 - (i) any Claim of any Government against JTIM in respect of any amounts that are outstanding, provided for in section 6(3) of the CCAA;
 - (ii) any Claim for accrued and unpaid wages and vacation pay owing to an employee of JTIM whose employment was terminated between the Filing Date and the Plan Implementation Date; and
 - (iii) any Claim for unpaid amounts provided for in sections 6(5)(a) and 6(6)(a) of the CCAA.

- d) *Compliance with Court orders:* The Monitor believes JTIM has complied with orders granted by this Court during the CCAA Proceedings in all material respects.

Other factors

- e) *Viable alternatives to the JTIM CCAA Plan:* The Estimated Distribution Table presented above and in Article 16 of the JTIM CCAA Plan sets out the estimated recoveries to Affected Creditors under the JTIM CCAA Plan, including estimated contributions from the CCAA Applicants. In the Monitor's view, the JTIM CCAA Plan is the only and best available option presented at this time to achieve the following objectives: (i) implementing the resolution of significant claims of creditors, (ii) providing certainty of distributions to Affected Creditors, especially individual claimants, in the near term, and (iii) bringing an end to these lengthy and complex CCAA Proceedings. As noted above, risks to implementation of the JTIM CCAA Plan exist. In the alternative that the JTIM CCAA Plan is not sanctioned by this Court and implemented, a likely outcome is the resumption of litigation of certain claims against the Applicant. There would be significant risk, time and expense associated with litigation, which would delay distributions to Affected Creditors, including individual claimants, potentially for years.
- f) *Whether there is any oppression to the rights of creditors:* The Monitor believes that Affected Creditors are fairly treated under the JTIM CCAA Plan. A previous discussion has been provided with respect to the interests of JTI-TM.
- g) *The public interest:* In the Monitor's view, there is nothing in respect of the implementation of the JTIM CCAA Plan that is contrary to the public interest. In

fact, the JTIM CCAA Plan provides for the establishment of a \$1.0 billion public charitable foundation designed to provide indirect benefits to the public in the form of research into methods for earlier diagnosis and better treatment of tobacco-related cancers and Emphysema/COPD and/or other tobacco-related harms. Further, the JTIM CCAA Plan is expected to allow the Applicant to emerge from the CCAA Proceedings as a going concern, which will benefit its approximately 471 employees and other stakeholders. Finally, the JTIM CCAA Plan advances the important goal of bringing these CCAA Proceedings, which affect the interest of a very large number of creditors, to completion.

Monitor's Overall Observations on the Sanctioning of the Plan

57. These CCAA Proceedings are extremely complex, and the parties have expended significant time, effort and resources in the restructuring process with the result that the JTIM CCAA Plan is now tabled for sanction. This is a significant accomplishment under the circumstances.
58. No plan of arrangement under the CCAA is perfect. The JTIM CCAA Plan is not perfect and contains implementation risks.
59. There is unanimous support for the JTIM CCAA Plan from its Affected Creditors. This is a significant accomplishment which must be front and centre in the consideration of the sanctioning of the JTIM CCAA Plan. The Monitor is of the view that the JTIM CCAA Plan is fair and reasonable to the Affected Creditors. Among the Affected Creditors are individual claimants who have been waiting for years for a recovery for damages.

60. In addition, the JTIM CCAA Plan contains elements that are in the public interest. The JTIM CCAA Plan also allows for the continuation for JTIM as a going concern which has many benefits including continuing employment for JTIMs employees, business for its suppliers and continued tax revenue for the Provinces, among other things.
61. However, the JTIM CCAA Plan entails certain unresolved issues that could impair its implementation and cause even further delay in recoveries to Affected Creditors. The Mediation process has not resulted in a resolution of these unresolved issues.
62. Modifications could be made to the JTIM CCAA Plan that might alleviate certain critical implementation risks, however, the JTIM CCAA Plan in its current form is the only viable option presented at this time through the CCAA Proceedings that has the support of Affected Creditors.
63. The Monitor maintains that the remaining issues are solvable and, should they be solved, much of the implementation risk with respect to the JTIM CCAA Plan would be alleviated. The framework of the JTIM CCAA Plan represents the best opportunity for the outcomes for the Affected Creditors and the public noted above.
64. Although allocation of the Global Settlement Amount is not resolved to all parties' satisfaction, the existing allocation scheme in the JTIM CCAA Plan is affordable to all the Tobacco Companies. Further, the allocation scheme contemplated by the CCAA Plans is the only allocation scheme practically capable of evaluation at this stage in the process.
65. In the Monitor's view, the JTIM CCAA Plan, if executed, includes valuable releases in favour of the Released Parties, which the Monitor views as fair and reasonable.

66. Based on the above, the Monitor believes that the JTIM CCAA Plan should be sanctioned in accordance with the Sanction Order, subject to the Court's consideration of outstanding issues related to:

- a) Section 5.2 of the JTIM CCAA Plan (i.e. allocation);
- b) JTI-TM's treatment as an Unaffected Creditor; and
- c) The continued deferral of amounts owing under the TM Debentures and royalty and license arrangements.

If the Court directs, the JTIM CCAA Plan provides a mechanism for its amendment.

67. The above issues will be before the Court for adjudication at the Sanction Hearing. The Court's rulings on these matters are expected to give greater clarity on the scope and nature of the various implementation risks identified herein. The Monitor welcomes this guidance. Subject to any direction provided by the Court, the Monitor believes that, on balance, sanctioning of the JTIM CCAA Plan is in the best interests of all stakeholders considered as a whole.

CCAA PLAN ADMINISTRATOR APPOINTMENT ORDER

68. The JTIM CCAA Plan contemplates that, subject to court approval of the CCAA Plan Administrator Appointment Order, Deloitte will be appointed as CCAA Plan Administrator to administer the implementation of the JTIM CCAA Plan. In this capacity, Deloitte would be neutral and independent from the Tobacco Companies, the Tobacco

Company Groups and the Claimants and, in this capacity, shall report to the CCAA Court until the JTIM CCAA Plan is fully implemented.

69. The role of the CCAA Plan Administrator is set out in detail in the Eighteenth Report and in the JTIM CCAA Plan.
70. The Monitor is of the view that Deloitte's appointment as CCAA Plan Administrator will serve an important function in the administration of the JTIM CCAA Plan, acting as a conduit of information and dialogue between JTIM and the Claimants, overseeing the implementation of the JTIM CCAA Plan, including the PCC Compensation Plan, Quebec Administration Plan and Cy-près Foundation, and, along with the other CCAA Plan Administrators, coordinating activities regarding the banking arrangements and receipts and disbursements of the Upfront Contributions, Annual Contributions and Reserved Amounts.

CONCLUSIONS & RECOMMENDATIONS

71. The Monitor recommends the issuance of the Sanction Order, subject to the Court's consideration of the matters set out in paragraph 66.
72. The Monitor recommends the issuance of the CCAA Plan Administrator Appointment Order.

All of which is respectfully submitted this 15th day of January, 2025

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

A handwritten signature in blue ink, appearing to read "Philip J. Reynolds". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

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

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

**TWENTY-SECOND REPORT OF THE MONITOR
Dated January 15, 2025**

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

TAB 3

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF)	[FRIDAY], THE [31 ST]
)	
JUSTICE MORAWETZ)	DAY OF [JANUARY], 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.**

SANCTION ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of the Applicant (the “**Monitor**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order to, among other things, approve and sanction the first amended and restated Court-Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement in respect of the Applicant dated December 5, 2024 (the “**CCAA Plan**”), attached hereto as **Schedule “A”**.

ON READING the Notice of Motion of the Monitor and the Twenty-Second Report of the Monitor dated January 15, 2025 (the “**Monitor’s Report**”), and upon hearing the submissions of counsel to the Honourable Warren K. Winkler K.C. (the “**Court-Appointed Mediator**”), counsel to the Monitor, counsel to the Applicant, and those other parties listed on the Participant Information Form, no one appearing for any other person on the Common Service List, although

properly served with the Monitor's Motion Record dated January 15, 2025 (the "**Motion Record**"), as appears from the Affidavit of Service of ●, sworn January ●, 2025;

INTERPRETATION

1. **THIS COURT ORDERS** that certain capitalized terms in this Sanction Order shall have the following meanings, which correspond to the defined terms in the CCAA Plan, and any other capitalized terms in this Sanction Order shall have the meanings ascribed to them in the CCAA Plan:

- a. **"Affected Claim"** means any Claim, other than an Unaffected Claim, against JTIM. For greater certainty, all Tobacco Claims, including the Provincial HCCR Claims, Territorial HCCR Claims, QCAP Claims, PCC Claims, *Knight* Claims, Tobacco Producers Claims and Miscellaneous Claims are Affected Claims.
- b. **"Affected Creditor"** means a creditor who holds an Affected Claim.
- c. **"Claimant Contractual Release"** means the release in the form attached to the CCAA Plan as Schedule "W" which the Claimants shall provide to the Released Parties that will fully, finally, irrevocably and unconditionally release and forever discharge the Released Parties of and from the Claimants' respective Released Claims, provided that such Claimant Contractual Release shall not release any of the Non-Released Claims.
- d. **"Claims"** means any and all manner of requests, demands, complaints, claims (including claims for contribution or indemnity), rights, actions, causes of action,

class actions, cross-claims, counterclaims, applications, proceedings, appeals, arbitrations, suits, debts, sums of money, liabilities, accounts, covenants, damages, losses, injuries, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), interest, additional indemnity, expenses, executions, encumbrances, and recoveries on account of any liability, duty, obligation, demand or cause of action of whatever nature, in each case, of any kind, character or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, contingent or actual, disputed or undisputed, foreseen or unforeseen, and direct, indirect, or derivative, at common law or civil law, in equity, or under statute, and **“Claim”** means any one of them.

- e. **“Director”** means any Person who, as at the Effective Time, is a former or present director or officer of JTIM or any other Person of a similar position or who by Applicable Law is deemed to be or is treated similarly to a director or officer of JTIM or who currently manages or supervises the management of the business and affairs of JTIM or did so in the past.
- f. **“Initial Order”** means the initial order commencing the CCAA Proceeding of JTIM, as amended and restated from time to time.
- g. **“Global Settlement Amount”** means the amount of \$32.5 billion contemplated under the CCAA Plan.
- h. **“Plan Implementation Date”** means the date upon which all of the Plan

Implementation Conditions and the conditions to other Definitive Documents have been satisfied or waived and the transactions contemplated by the CCAA Plan, the Sanction Order and the other Definitive Documents are to be implemented, as evidenced by the Monitor's Plan Implementation Date Certificate to be delivered to JTIM and filed with the CCAA Court.

- i. **"Released Claims"** means, collectively, any and all of the following Claims, excluding Unaffected Claims:
- (a) any Tobacco Claims; and
 - (b) any Claims:
 - (i) in respect of the assets, obligations, business or affairs of the Released Parties in Canada or, in the case of JTIM, anywhere else in the world, relating to Tobacco Products, which are based on, arising from or in respect of any conduct, act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, fact, matter or occurrence existing or taking place at or prior to the Effective Time (whether or not continuing thereafter);
 - (ii) in respect of the CCAA Proceedings up to the Effective Time, provided that such Released Party is not determined by a final order of the CCAA Court to have committed fraud in the CCAA Proceedings;
 - (iii) existing at or prior to the Effective Time that have been advanced, that could have been advanced or could be advanced in the CCAA Proceeding; and

- (iv) released as against the Monitors, CCAA Plan Administrators, Foreign Representative, Court-Appointed Mediator and Administrative Coordinator pursuant to Article 18, Sections 18.1.4, 18.1.5 and 18.1.6 of the CCAA Plan.

For greater certainty, Released Claims include all Tobacco Claims in respect of fraud, misrepresentation or omission that have been or could have been asserted in any proceeding initiated prior to the Effective Time, including all Claims released by the Release and the Claimant Contractual Release.

j. **“Released Parties”**, collectively, means:

- (a) ITCAN,
- (b) ITCO,
- (c) RBH,
- (d) JTIM,
- (e) British American Tobacco p.l.c.,
- (f) Philip Morris International Inc.,
- (g) JT International Holding B.V.,
- (h) the ITCAN Subsidiaries,
- (i) B.A.T. Investment Finance p.l.c.,
- (j) B.A.T Industries p.l.c.,
- (k) British American Tobacco (Investments) Limited,
- (l) Carreras Rothmans Limited,
- (m) Philip Morris U.S.A. Inc.,
- (n) Philip Morris Incorporated,

- (o) Philip Morris Global Brands Inc.,
 - (p) Philip Morris S.A.,
 - (q) Rothmans Inc.,
 - (r) Ryesekks p.l.c.,
 - (s) Altria Group, Inc.,
 - (t) R.J. Reynolds Tobacco Company,
 - (u) R.J. Reynolds Tobacco International Inc.,
 - (v) RJR Nabisco, Inc.,
 - (w) JT International SA,
 - (x) JT Canada LLC Inc.,
 - (y) Japan Tobacco Inc.,
 - (z) JTIM TM,
 - (aa) Canadian Tobacco Manufacturers' Council, and
 - (bb) every other current or former Affiliate of any of the companies listed in subparagraphs (a) to (z) herein, and each of their respective indemnitees,
- and “**Released Party**” means any of them. Each Released Party includes their respective Representatives.

k. “**Releasors**”, collectively, means:

- (a) the Provinces and Territories,
- (b) the Quebec Class Action Plaintiffs,
- (c) the Pan-Canadian Claimants,
- (d) the Knight Class Action Plaintiffs,
- (e) the Tobacco Producers, and

(f) every other Person having an Affected Claim or a Released Claim, and “**Releasor**” means any one of them. “**Releasors**” and “**Releasor**” shall include their respective Representatives.

1. “**Tobacco Claim**” means any Claim of any Person against or in respect of a Tobacco Company and/or any Director thereof, or any member of its Tobacco Company Group and/or any Director thereof, that has been advanced (including, without limitation, in any outstanding or pending litigation), that could have been advanced or that could be advanced, and whether such Claim is on such Person’s own account, on behalf of another Person, as a dependent of another Person, or on behalf of a certified or proposed class, or made or advanced by a Government, or an agency, insurer, employer or otherwise, under or in connection with Applicable Law, or under any current or future statute to recover damages or any other remedy or costs in respect of the development, design, manufacture, production, marketing, advertising, distribution, purchase, sale or disposition of Tobacco Products, the use of or exposure (whether directly or indirectly) to Tobacco Products or their emissions, the development of any disease related to the use of Tobacco Products, or any representation or omission in respect of Tobacco Products, including any misrepresentations, breach of duty or fraud in respect thereof by any member of the Tobacco Company Group or its Representatives in Canada or, in the case of the Tobacco Company, anywhere else in the world, in each case based on, arising from or in respect of any conduct, act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, fact, matter or occurrence existing or taking place at or prior to the Effective Time

(whether or not continuing thereafter) and including any such Claim that is a Section 5.1(2) Claim or Section 19(2) Claim. For greater certainty, Tobacco Claim includes:

- (a) any Provincial HCCR Claim;
- (b) any Territorial HCCR Claim;
- (c) any QCAP Claim;
- (d) any PCC Claim;
- (e) any Knight Claim; and
- (f) any Tobacco Producers Claim.

m. **“Tobacco Companies”** means, collectively, Imperial, RBH and JTIM, and **“Tobacco Company”** means any one of them.

n. **“Unaffected Creditor”** means a Person who has an Unaffected Claim.

2. **THIS COURT ORDERS** that all references to the word “including” or “includes” shall mean “including without limitation” or “includes without limitation” as the case may be.

3. **THIS COURT ORDERS** that, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders.

4. **THIS COURT ORDERS** that, unless otherwise specified, all references to currency are in Canadian dollars.

NOTICE AND CONDUCT OF CLAIMS PROCEDURE AND MEETING

5. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service, and/or delivery of the CCAA Plan, the Claims Procedure Order, the Claims Package (as defined in the Claims Procedure Order) and the Meeting Materials (as defined in the Meeting Order dated October 31, 2024 (the “**Meeting Order**”)) to all Persons upon which notice, service, and/or delivery were required.

6. **THIS COURT ORDERS AND DECLARES** that the Meeting was duly called, convened, held, and conducted on December 12, 2024 and complied with the Meeting Order, the CCAA and all other Orders of the Court in this CCAA Proceeding.

NOTICE AND CONDUCT OF SANCTION HEARING

7. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service, and/or delivery of the Omnibus Sanction Hearing Notice, Sanction Hearing Objection Notice and Sanction Protocol Order dated December 23, 2024 (the “**Sanction Protocol Order**”) to all Persons upon which notice, service, and/or delivery were required.

8. **THIS COURT ORDERS AND DECLARES** that the Sanction Hearing complied with the Sanction Protocol Order, the CCAA and all other Orders of the Court in this CCAA Proceeding, and:

- (a) the Sanction Hearing was open to all of the Affected Creditors and all other Persons, including Putative Miscellaneous Claimants, with an interest in JTIM, and that such Affected Creditors and other Persons were permitted to be heard at the Sanction Hearing; and
- (b) all of the Affected Creditors and all other Persons on the Common Service List were given adequate notice thereof.

SANCTION OF THE CCAA PLAN

9. **THIS COURT ORDERS AND DECLARES** that:

- (a) the CCAA Plan has been approved by the Required Majority of the Affected Creditor Class in compliance with the Meeting Order and the CCAA Plan and in accordance with the CCAA;
- (b) the Applicant, the Court-Appointed Mediator, the Monitor and their Representatives have complied with the provisions of the CCAA and the Orders of the Court made in this CCAA Proceeding;
- (c) the activities and conduct of the Directors during this CCAA Proceeding be and are hereby ratified and approved;
- (d) the activities and conduct of the Court-Appointed Mediator, the Monitor and their Representatives in this CCAA Proceeding including, without limitation, in relation to conducting and administering the Mediation, be and are hereby ratified and approved, and that the Court-Appointed Mediator and the Monitor have satisfied all of their obligations up to and including the date of this Sanction Order;

- (e) the Applicant, the Court-Appointed Mediator and Monitor and their Representatives have acted, and continue to act, in good faith and with due diligence, and have not done or purported to do anything, nor does the CCAA Plan do or purport to do anything, that is not authorized by the CCAA or the Orders of the Court in this CCAA Proceeding; and
- (f) the CCAA Plan and all of the matters and transactions contemplated thereby are fair and reasonable.

10. **THIS COURT ORDERS** that the CCAA Plan, its terms and conditions, including all associated steps, compromises, transactions, arrangements, agreements, releases, injunctions, and reorganizations effected thereby (including the appointment of Deloitte as the CCAA Plan Administrator pursuant to the terms of the CCAA Plan Administrator Appointment Order) are hereby sanctioned and approved pursuant to Section 6 of the CCAA.

11. **THIS COURT ORDERS** that, as at the Effective Time, the CCAA Plan and all associated steps, compromises, arrangements, releases, injunctions, transactions and reorganizations effected thereby will be binding and effective upon and with respect to the Applicant, all the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the CCAA Plan or the Sanction Order.

12. **THIS COURT ORDERS** that any omission in this Order to refer to a specific provision of the CCAA Plan shall not diminish or impair the effectiveness of such provision, it being the intent of the CCAA Court that the CCAA Plan be approved in its entirety. Notwithstanding and without limitation to the foregoing, certain administrative matters contemplated in the CCAA Plan that are not specifically addressed in this Sanction Order or the CCAA Plan Administrator

Appointment Order, including, but not limited to, matters related to the Cy-Pres Foundation as described in Section 9.4 of the CCAA Plan and the transfer of the Alternative Product Business to NewCo as described in Section 4.1 of the CCAA Plan shall be the subject of further Order(s) of the Court.

13. **THIS COURT ORDERS** that, without limitation to paragraphs 9 – 12 of this Sanction Order, the Quebec Administration Plan and the PCC Compensation Plan are hereby approved and all applicable Persons are authorized and directed to comply with and implement the Quebec Administration Plan and the PCC Compensation Plan.

14. **THIS COURT ORDERS** that, subject to the performance by the Applicant of its obligations under the CCAA Plan, all obligations, contracts, leases, agreements and other arrangements to which the Applicant is a party at the Effective Time and that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provisions of the CCAA shall remain in full force and effect, and unamended as of the Effective Time, and no Person who is a party to any such obligation, contract, lease, agreement or other arrangement shall, at or following the Effective Time, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred at or prior to the Effective Time and is not continuing thereafter, or which is or continues to be suspended or waived under the CCAA Plan, that would have entitled such Person to enforce those rights or remedies

(including defaults or events of default arising as a result of the insolvency of the Applicant);

- (b) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA;
- (c) any compromises or arrangements effected pursuant to the CCAA Plan, or any action taken or transaction effected pursuant to the CCAA Plan; or
- (d) the fact that the Applicant has sought or obtained relief or taken steps as part of this CCAA Proceeding.

PLAN IMPLEMENTATION

15. THIS COURT ORDERS that:

- (a) each of the Applicant, the Monitor and the CRO (including in the CRO's capacity as the Foreign Representative in the Chapter 15 Proceedings) and their respective Representatives, is hereby authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan, in accordance with and subject to its respective terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to, the terms and conditions of the CCAA Plan;

- (b) all distributions and payments under the CCAA Plan shall be free and clear of all claims, rights and interests of any Person, including, without limitation all the CCAA Charges;
- (c) the Applicant, the Monitor and their respective Representatives, shall not incur any liability as a result of acting in accordance with the terms of the CCAA Plan and this Sanction Order;
- (d) all conduct of the Monitor and the Monitor's Representatives in relation to JTIM is approved and all claims against them arising from or relating to the services provided to JTIM up to and including the date of the Sanction Order is barred; and
- (e) the Monitor, the CCAA Plan Administrator and their respective Representatives shall be entitled to rely on the books, records or information of the Applicant and any information provided by the Applicant, without independent investigation, and shall incur no liability as a result of any errors or omissions in such books, records or information.

16. **THIS COURT ORDERS** that the restructuring steps as set out in Article 4 of the CCAA Plan (the “**Restructuring Steps**”) including the transactions, arrangements, reorganizations, transfers, assignments, compromises, settlements, payments, discharges, injunctions and releases to be effected on the Plan Implementation Date in accordance with Section 4.2 of the CCAA Plan, are hereby authorized and approved, and the Restructuring Steps are, and shall be deemed, to occur and be effected in accordance with the terms of the CCAA Plan (and, to the extent applicable, in the sequence and at the times contemplated by the CCAA Plan), without any further act or formality.

17. **THIS COURT ORDERS** that, following the Effective Time, the Monitor, the Court-Appointed Mediator and their respective counsel shall continue to be entitled to receive payment of their respective fees and disbursements incurred in respect of the implementation of the CCAA Plan and this CCAA Proceeding, and the Applicant is hereby authorized and directed to make such payments on a bi-weekly basis and, in respect of the Court-Appointed Mediator and its counsel, their fees and disbursements shall be allocated equally among the Tobacco Companies.

18. **THIS COURT ORDERS** that, at the Effective Time, any obligations of the Applicant to provide financial reporting pursuant to any Order or agreement entered into in connection with this CCAA Proceeding or Pending Litigation shall cease and be replaced with the obligations set forth in Article 10, Section 10.1 to Section 10.10 of the CCAA Plan (provided that any reporting of non-public information will be subject to non-disclosure arrangements satisfactory to the Applicant).

Reserves

19. **THIS COURT ORDERS** that the establishment of the CCAA Plan Administration Reserve is hereby approved.

20. **THIS COURT ORDERS** that the establishment of the PCC Compensation Plan Reserve is hereby approved.

21. **THIS COURT ORDERS** that the CCAA Plan Administrators shall hold the CCAA Plan Administration Reserve in trust for those entitled to be paid CCAA Plan Administration Reserve Costs in accordance with the provisions of Section 15.1 of the CCAA Plan and the CCAA Plan Administrator Appointment Order.

22. **THIS COURT ORDERS** that the CCAA Plan Administrators shall hold the PCC Compensation Plan Reserve in trust for those entitled to be paid PCC Compensation Plan Reserve Costs, in accordance with the provisions of Section 15.2 of the CCAA Plan and the CCAA Plan Administrator Appointment Order.

23. **THIS COURT ORDERS** that the CCAA Plan Administrator is hereby authorized and directed to distribute funds from the CCAA Plan Administration Reserve and the PCC Compensation Plan Reserve in accordance with the provisions of the CCAA Plan and the CCAA Plan Administrator Appointment Order.

Claims Administrator and Administrative Coordinator

24. **THIS COURT ORDERS** that, in accordance with the terms of the CCAA Plan,

(a) Epiq Class Actions Services Canada Inc. is hereby appointed as the Claims Administrator; and

(b) Daniel Shapiro, K.C. is hereby appointed as the Administrative Coordinator.

and such parties shall have the powers, rights and obligations as set out in the CCAA Plan.

25. **THIS COURT** orders that all Persons shall co-operate fully with the Monitor, the Claims Administrator and Administrative Coordinator in the exercise of their powers and discharge of their obligations and provide such parties with the assistance that is necessary to enable them to adequately carry out their functions.

26. **THIS COURT ORDERS** that, each of the Persons appointed pursuant to paragraph 23 hereof shall incur no liability or obligation as a result of their appointment or the carrying out of

the provisions of this Order, save and except for any gross negligence or wilful misconduct on their part.

Plan Implementation Date Certificate

27. **THIS COURT ORDERS** that the certificate substantially in the form attached hereto as **Schedule “B”** (the “**Plan Implementation Date Certificate**”) is hereby approved and, upon the Monitor receiving confirmation that all conditions precedent to implementation of the CCAA Plan as set out in Section 19.3 and 19.4 of the CCAA Plan have been fulfilled or waived, the Monitor shall deliver the Plan Implementation Date Certificate to the Applicant certifying that the Plan Implementation Date has occurred.

28. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed as soon as practicable to serve on the Common Service List and post on the Monitor’s Website the Plan Implementation Date Certificate. The Monitor shall file the Plan Implementation Date Certificate with this Court as soon as reasonably practicable following service thereof to the Common Service List.

EFFECT ON AFFECTED CLAIMS AND MISCELLANEOUS CLAIMS

29. **THIS COURT ORDERS** that each Affected Creditor and each Person holding a Released Claim or Miscellaneous Claim and all other Persons named or referred to in or subject to the CCAA Plan is hereby deemed to have consented to all of the provisions of the CCAA Plan, in its entirety, and each Affected Creditor is hereby deemed to have executed and delivered to the Applicant all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the CCAA Plan in its entirety.

30. **THIS COURT ORDERS** that any Person that did not file a Miscellaneous Claimant Proof of Claim in respect of a Miscellaneous Claim by the Miscellaneous Claims Bar Date in accordance with the Claims Procedure Order shall be and is hereby fully, finally, irrevocably and forever barred, estopped, stayed and enjoined from making any such Miscellaneous Claim and shall not be entitled to any consideration under the CCAA Plan, and such Person's Miscellaneous Claim shall be and is hereby fully, finally, irrevocable and forever barred and extinguished.

31. **THIS COURT ORDERS** that, from and after the Effective Time, each Putative Miscellaneous Claimant that filed a Miscellaneous Claimant Proof of Claim in respect of a Miscellaneous Claim by the Miscellaneous Claims Bar Date in accordance with the Claims Procedure Order will be limited to recovering from the Miscellaneous Claims Fund in respect of such Miscellaneous Claim in accordance with the CCAA Plan, and such Putative Miscellaneous Claimant must comply with and shall be bound by the Miscellaneous Claim Procedure and will have no other right to seek any recovery, and shall not make any claim against or from any Released Party in respect of such Miscellaneous Claim.

32. **THIS COURT ORDERS** that, subject to Article 7.2 of the CCAA Plan, at the Effective Time, all parties to the Pending Litigation, including each plaintiff, class representative, class member and defendant therein, shall be deemed to have given all consents necessary to effect the termination and dismissal with prejudice and without costs of the Pending Litigation.

33. **THIS COURT ORDERS** that, as at the Effective Time, the *Blais* Judgment and the *Létourneau* Judgment and Quebec Class Actions are fully and finally satisfied, resolved, compromised and settled.

RELEASES

34. **THIS COURT ORDERS** that, as at the Effective Time, each of the Released Parties shall be, and shall be deemed to be, fully, finally, irrevocably and unconditionally released and forever discharged of and from any and all of the Released Claims that any of the Releasors has ever had, now has, or may hereafter have against the Released Parties or any of them (either individually or with any other Person), whether or not based on conduct continuing after the Effective Time and whether or not presently known to any of the Releasors.

Claimant Contractual Release

35. **THIS COURT ORDERS AND DIRECTS** each of the Applicant and each of the Claimants, or an authorized Person on their behalf, to execute and deliver the Claimant Contractual Release, in favour of the Released Parties, the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator, the CRO and the Administrative Coordinator, and their respective Representatives, which Claimant Contractual Release shall take effect as at the Effective Time. From and after the Effective Time, the Claimant Contractual Release will be binding on and enure to the benefit of the Released Parties, the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator, the CRO and the Administrative Coordinator and their respective Representatives and the execution and delivery of the Claimant Contractual Release, by or on behalf of each Claimant and the affirmative vote in respect of the CCAA Plan, shall be evidence of the consent of the Claimant to the treatment of its Claims for the purposes of Section 5.1(2) and Section 19(2) of the CCAA to the extent they apply.

Releases in Favour of the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator and the CRO

36. **THIS COURT ORDERS** that, as at the Effective Time, all Persons including the Released Parties, the Releasors and Affected Creditors (whether or not CCAA proofs of claim have been filed on their behalf), and the Unaffected Creditors, individually and collectively, are hereby deemed to fully, finally, irrevocably and unconditionally release and forever discharge the Monitors, the CRO, the CCAA Plan Administrators and the Court-Appointed Mediator, and, as applicable, their respective Affiliates, shareholders, Affiliates' shareholders, directors, officers, employees, legal counsel, advisors, consultants, Representatives and agents from any and all Claims whatsoever, which they have ever had, now have, or may hereafter have, against them, whether foreseen or unforeseen, whether matured or unmatured, or whether or not presently known, arising from or out of in whole or in part any omission, transaction, duty, responsibility, liability, obligation, dealing or other occurrence, or in any way in connection with the CCAA Proceedings, including: (i) any Claim that has been barred or extinguished pursuant to the terms of the Claims Procedure Order and/or the terms of the CCAA Plan; (ii) the CCAA Proceedings; (iii) the Chapter 15 Proceedings; (iv) in respect of the Monitors or the CCAA Plan Administrators and their legal counsel and advisors, their actions in connection with the CCAA Proceedings or the Chapter 15 Proceedings; (v) in respect of the CRO, the actions of the CRO in connection with the CCAA Proceedings or the Chapter 15 Proceedings; (vi) in respect of the Court-Appointed Mediator, its actions as an officer of the CCAA Court carrying out his mandate as a neutral third party to mediate a global settlement in the Tobacco Companies' CCAA Proceedings; (vii) the business and affairs of the Tobacco Companies whenever or however conducted; (viii) the administration and management of the Tobacco Companies whenever or however conducted; (ix) the allocation of the Global Settlement Amount and any distributions, payments or disbursements

of all or any portion of the Global Settlement Amount, and/or (x) any matter or transaction involving any of the Tobacco Companies occurring in or in connection with the CCAA Proceedings or the Chapter 15 Proceedings, if applicable including the CCAA Plans, the development thereof, and any and all actions, steps or transactions taken by the Court-Appointed Mediator, the CRO or the Monitors, as applicable, to implement the CCAA Plans, including in their capacity as CCAA Plan Administrators and in the CRO's capacity as the Foreign Representative in the Chapter 15 Proceedings, and in each case, all Claims arising out of such aforesaid actions or omissions shall be forever waived and released (other than in the case of the Monitors, the right to enforce the Monitors' obligations under the CCAA Plans or any related document), all to the fullest extent permitted by Applicable Law.

37. **THIS COURT ORDERS** that nothing in paragraph 36 shall derogate from the protections afforded to the Court-Appointed Mediator, the Monitors or the CCAA Plan Administrators as officers of the CCAA Court, or in the case of the CRO, as the Foreign Representative in the Chapter 15 Proceedings, and by the CCAA Plans, the CCAA, any other applicable legislation, including pursuant to Section 142 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and any Orders made in the CCAA Proceedings or the Chapter 15 Proceedings, if applicable.

38. **THIS COURT ORDERS** that the Monitors, CCAA Plan Administrators and Court-Appointed Mediator and their respective Affiliates, shareholders, Affiliates' shareholders, employees, heirs, successors, assigns, advisors, legal counsel, Representatives, consultants or agents shall not incur any personal liability whatsoever whether on their own part or in respect of any failure on the part of any Tobacco Company to observe, perform or comply with any of its

obligations under its CCAA Plan or any other Definitive Document, the Mediation or the CCAA Proceedings.

39. **THIS COURT ORDERS AND DECLARES** that any payments or deliveries under the CCAA Plan or this Sanction Order made or assisted by the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not constitute a “distribution” and the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not constitute a “legal representative” or “representative” of the Applicant or an “other person” for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 46 of the *Employment Insurance Act* (Canada), section 22 of the *Retail Sales Tax Act* (Ontario), section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the “**Statutes**”), and none of the Monitors, CCAA Plan Administrators and Court-Appointed Mediator in making any such payments or deliveries of funds or assets in relation to the CCAA Plan is “distributing”, nor shall it be considered to have “distributed”, such funds or assets for the purposes of the Statutes, and the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not incur any liability under the Statutes for making any payments or deliveries under the CCAA Plan or failing to withhold amounts, ordered or permitted hereunder, and the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not have any liability for any of the Applicant’s tax liabilities regardless of how or when such liabilities may have arisen.

Releases in Favour of the Administrative Coordinator

40. **THIS COURT ORDERS** that, as at the Effective Time, all Persons including the Released Parties, the Releasors and Affected Creditors (whether or not CCAA proofs of claim have been

filed on their behalf), and the Unaffected Creditors, individually and collectively, are hereby deemed to fully, finally, irrevocably and unconditionally release and forever discharge the Administrative Coordinator and his Representatives from any and all Claims whatsoever, which they have ever had, now have, or may hereafter have, against them, whether foreseen or unforeseen, whether matured or unmatured, or whether or not presently known to the Released Parties, Releasers, Affected Creditors and Unaffected Creditors arising from or out of in whole or in part any omission, transaction, duty, responsibility, liability, obligation, dealing or other occurrence, or in any way in connection with the CCAA Proceedings, including: (i) the CCAA Proceedings; (ii) the Chapter 15 Proceedings, if applicable; (iii) the development of the PCC Compensation Plan and the development of the Quebec Administration Plan; and (iv) the actions of the Administrative Coordinator in connection with the administration of the PCC Compensation Plan and the administration of the Quebec Administration Plan, and in each case, all Claims arising out of such aforesaid actions or omissions above shall be forever waived and released to the fullest extent permitted by Applicable Law.

41. **THIS COURT ORDERS** that nothing in paragraph 40 hereof shall derogate from the protections afforded to the Administrative Coordinator by the CCAA Plans, the CCAA, any other applicable legislation and any Orders made in the CCAA Proceedings or the Chapter 15 Proceedings.

42. **THIS COURT ORDERS** that none of the Administrative Coordinator or his heirs, successors, assigns, Representatives, advisors, legal counsel, consultants or agents shall incur any personal liability whatsoever whether on their own part or in respect of any failure on the part of

any Tobacco Company to observe, perform or comply with any of its obligations under its CCAA Plan or any other Definitive Document, the Mediation or the CCAA Proceedings.

Indemnity in Favour of the Monitors, CCAA Plan Administrators, the CRO, the Court-Appointed Mediator and the Administrative Coordinator

43. **THIS COURT ORDERS** that the Applicant shall indemnify and save harmless the Court-Appointed Mediator, the CRO, the CCAA Plan Administrators, the Monitors (including in their capacity as Foreign Representative (as applicable)), and the Administrative Coordinator and, as applicable, their respective Affiliates, shareholders, Affiliates' shareholders, directors, officers, employees, legal counsel, advisors, consultants, Representatives and agents (collectively, the "**Indemnified Parties**"), from and against all claims, demands, losses, actions, causes of action, costs, charges, expenses, damages and liabilities whatsoever, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of each Indemnified Party's respective activities or duties in any way in connection with the CCAA Proceeding and the Chapter 15 Proceedings, including for the avoidance of doubt: (i) the actions of the CRO, the Court-Appointed Mediator, the Monitors, the CCAA Plan Administrators and the Administrative Coordinator and their respective legal counsel and advisors in connection with the CCAA Proceeding and the Chapter 15 Proceedings, (ii) the business and affairs of the Applicant whenever or however conducted, and (iii) any matter or transaction involving the Applicant occurring in or in connection with the CCAA Proceeding and the Chapter 15 Proceedings, the CCAA Plan, or the development thereof (other than enforcement of Indemnified Parties' obligations under the CCAA Plan and the Definitive Documents). To the extent any Indemnified

Party is not otherwise compensated by the applicable Applicant(s) such Indemnified Party may resort to their respective CCAA Plan Administration Reserve for compensation.

44. **THIS COURT ORDERS** that the indemnity in paragraph 43 hereof shall survive the resignation or removal of the Indemnified Parties from any role, capacity, engagement, office or position relevant to its activities or duties in connection with the CCAA Plan.

Injunctions

45. **THIS COURT ORDERS** that, as at the Effective Time, subject to the right of the Affected Creditors to receive distributions and exercise their rights pursuant to the CCAA Plan or subject to obtaining the written consent of the applicable parties or leave of the Court as contemplated in Section 18.1.11(b)(iii) of the CCAA Plan, all Persons (including Putative Miscellaneous Claimants) are hereby permanently and forever barred, estopped, stayed and enjoined from:

- (a) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties, the CRO, the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator and the Administrative Coordinator and their respective Representatives with respect to any and all Affected Claims and Released Claims;
- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties, the CRO, the Monitors, the CCAA Plan

Administrators, the Court-Appointed Mediator and the Administrative Coordinator or their respective Representatives, or their respective property with respect to any and all Affected Claims and Released Claims;

- (c) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to an Affected Claim or a Released Claim if such other Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, the CRO, the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator and the Administrative Coordinator or their respective Representatives, unless such Claim of such other Person is itself an Affected Claim or a Released Claim;
- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties, the CRO, the Monitors, the CCAA Plan Administrators, the Court-Appointed Mediator and the Administrative Coordinator, their respective Representatives or any of their respective property with respect to any and all Affected Claims and Released Claims, except for the exclusions in Article 18, Section 18.1.10 of the CCAA Plan in relation to obligations arising from the Definitive Documents; and
- (e) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Released Claims.

46. **THIS COURT ORDERS** that, notwithstanding anything in the foregoing paragraphs 34 to 45, the Released Parties are not released from the due performance of any of their respective obligations arising from the Definitive Documents and that nothing in this Release shall prevent or restrict any of the Releasors or the CCAA Plan Administrators from pursuing any legal remedies against any of the Released Parties for non-performance of their obligations pursuant to the Definitive Documents, including the covenants of each Tobacco Company, its Parent and the relevant Affiliates within its Tobacco Company Group.

47. **THIS COURT ORDERS** that, as at the Effective Time, the releases and injunctions set out in paragraphs 34 to 45 herein, as applicable, shall be final and binding upon each of the Releasors, Released Parties, Affected Creditors and Unaffected Creditors (except to the extent of their Unaffected Claims) as applicable, including any Claims resulting, directly or indirectly, from the consequences and effects relating to the acceptance of the CCAA Plan, the sanction thereof by the CCAA Court, the recognition thereof by the US Bankruptcy Court, or its implementation.

COURT-APPOINTED MEDIATOR AND MEDIATION

48. **THIS COURT ORDERS** that following the granting of the Sanction Order, the Court-Appointed Mediator is hereby authorized and empowered to continue to provide services with respect to the implementation of the CCAA Plan and perform such other functions as may be requested by the Monitors, the CCAA Plan Administrators or the Court or any other Party at the discretion of the Court-Appointed Mediator (the “**Court-Appointed Mediator’s Ongoing Services**”).

49. **THIS COURT ORDERS** that in the event that the Court-Appointed Mediator provides Court-Appointed Mediator's Ongoing Services, the Court-Appointed Mediator shall:

- (a) have the benefit of all the protections given to it by the CCAA, any other applicable legislation, including pursuant to Section 142 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, any Orders in these CCAA Proceedings, including the Sanction Order, the CCAA Plan and as an officer of the Court; and
- (b) incur no liability in connection with any Court-Appointed Mediator's Ongoing Services, and shall have the immunity of a Judge of a Superior Court in Canada.

50. **THIS COURT ORDERS** that the protections afforded to the Court-Appointed Mediator and his heirs, successors, assigns, Representatives, advisors, legal counsel, consultants or agents pursuant to the terms of the Initial Order and the other Orders made in these CCAA Proceedings, as applicable, shall not expire or terminate and, subject to the terms hereof, shall remain effective and in full force and effect.

PLAN COMPLETION

51. **THIS COURT ORDERS** that the certificate substantially in the form attached hereto as **Schedule "C"** (the "**Certificate of Plan Completion**") is hereby approved and, upon completion by Deloitte of its duties as the Monitor and the CCAA Plan Administrator in respect of the Applicant pursuant to the CCAA and any Order of the CCAA Court in this CCAA Proceeding or the CCAA Plan, Deloitte may file with the CCAA Court the Certificate of Plan Completion stating that all of its duties in respect of the Applicant pursuant to the CCAA, the CCAA Plan and any Orders of the CCAA Court, have been completed and thereupon, (a) Deloitte shall be deemed to

be discharged from its duties as the Monitor and as the CCAA Plan Administrator and released of all claims relating to its activities as the Monitor and as the CCAA Plan Administrator and (b) this CCAA Proceeding shall terminate.

EXTENSION OF STAY PERIOD

52. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) be and is hereby extended until the Effective Time.

CCAA ORDERS

53. **THIS COURT ORDERS** that, other than as expressly set out herein, the provisions of the Initial Order, including the Stay Period, shall terminate at the Effective Time except with respect to the protections granted therein in favour of the Monitor or the Court-Appointed Mediator and their Representatives. All other Orders of the Court made in this CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by or are inconsistent with this Sanction Order or any further Order of this Court in this CCAA Proceeding.

TERMINATION OF CCAA CHARGES

54. **THIS COURT ORDERS** that, as at the Effective Time:

- (a) the Administration Charge and the Court-Appointed Mediator Charge (each as provided for in the Initial Order) shall be terminated, discharged, expunged and released, effective upon the later of: (i) the payment of all amounts on account of outstanding fees and expenses owing to the beneficiaries of the Administration

Charge and Court-Appointed Mediator Charge up to the Plan Implementation Date;
(ii) Court approval of the fees and expenses of the Monitor and its counsel up to the Plan Implementation Date; and (iii) funding of the CCAA Plan Administration Reserve; and

- (b) each of the Sales and Excise Tax Charge and the Directors' Charge will be terminated, discharged, expunged and released upon receipt by JTIM of an acknowledgement of payment in full and in the appropriate currency of the claims secured thereby.

FOREIGN REPRESENTATIVE

55. **THIS COURT ORDERS** that the CRO is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized and approved in a jurisdiction outside of Canada.

56. **THIS COURT ORDERS** that the Foreign Representative is hereby authorized, but not required, to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

NOTICE OF THE SANCTION ORDER

57. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Sanction Order, the Monitor shall cause a copy of this Sanction Order to be posted on the Monitor's Website and shall serve a copy on the parties on the Common Service List. From and after the Effective

Time, any notices, motions or documents which may be filed with the Court need only be served on the Applicant, Deloitte (in its capacity as the Monitor and the CCAA Plan Administrator), the parties on the Common Service List and such Persons who deliver a Notice of Appearance to the Applicant and Deloitte (in its capacity as the Monitor and the CCAA Plan Administrator), and file it with the Court, after the Effective Time.

58. **THIS COURT ORDERS** that the measures set out in the preceding paragraph 55 shall constitute good and sufficient service and notice of this Sanction Order on all Persons who may be entitled to receive notice thereof or who may have an interest in this CCAA Proceeding, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of this CCAA Proceeding.

GENERAL PROVISIONS

59. **THIS COURT ORDERS AND DECLARES** that notwithstanding: (i) the pendency of this CCAA Proceeding or the Chapter 15 Proceedings; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), the CCAA, the US Bankruptcy Code, or otherwise in respect of the Applicant and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Applicant, the transactions contemplated by the CCAA Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant or its assets and shall not be void or voidable by creditors of the Applicant, nor shall the CCAA Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable

transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor will the CCAA Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

60. **THIS COURT ORDERS** that in the event of a conflict between (i) this Sanction Order, (ii) the CCAA Plan Administrator Appointment Order, (iii) the CCAA Plan, and (iv) the terms of any agreement existing between any Person and the Applicant as at the Plan Implementation Date, the terms of the Sanction Order shall govern, subject to any subsequent Order of this Court.

61. **THIS COURT ORDERS** that, notwithstanding any other provision of this Sanction Order, the Applicant, the Court-Appointed Mediator or Deloitte, in its capacity as the Monitor or the CCAA Plan Administrator, may apply to the CCAA Court for advice and direction in respect of any matters arising from or in relation to the CCAA Plan or this CCAA Proceeding.

62. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

63. **THIS COURT ORDERS** that the Applicant is authorized to seek an order of any court of competent jurisdiction to recognize the CCAA Plan and the Sanction Order and to confirm the CCAA Plan and the Sanction Order as binding and effective in any appropriate foreign jurisdiction.

64. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, including but not limited to the Courts in respect of the Pending Litigation and the Quebec Class Actions, to give effect to this Sanction Order and to assist the Applicant, the Monitor and their

respective agents in carrying out the terms of this Sanction Order and the CCAA Plan. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Sanction Order and the CCAA Plan or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Sanction Order and the CCAA Plan.

65. **THIS COURT ORDERS** that the Applicant and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for the assistance in carrying out the terms of this Order.

66. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry or filing.

Chief Justice Morawetz

Schedule “A”**CCAA Plan**

[To be inserted]

Schedule “B”

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.**

CERTIFICATE OF PLAN IMPLEMENTATION

RECITALS

- A. Deloitte Restructuring Inc. was appointed as court-appointed Monitor (the “**Monitor**”) of JTI-Macdonald Corp. (the “**Applicant**”) in the within proceeding commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) dated March 21, 2019 (as amended and restated, the “**Initial Order**”).
- B. Pursuant to the Meeting Order of the CCAA Court dated October 31, 2024, the Monitor filed the Plan of Compromise or Arrangement in respect of the Applicant dated October 17, 2024, which was amended and restated by the Monitor on December 5, 2024 (as amended and restated, the “**CCAA Plan**”).
- C. The CCAA Plan was sanctioned by the CCAA Court pursuant to a Sanction Order dated ● (the “**Sanction Order**”).
- D. The Sanction Order requires the Monitor to serve on the Common Service List and post on the Monitor’s Website a certificate, signed by the Monitor, certifying that the Plan Implementation Date (as defined in the CCAA Plan) has occurred.

- E. All conditions precedent to implementation of the CCAA Plan have been fulfilled or waived in accordance with the CCAA Plan.

THE MONITOR HEREBY CERTIFIES the following:

1. The Plan Implementation Date has occurred and the CCAA Plan and the provisions of the Sanction Order which come into effect at the Effective Time are effective.

DATED at Toronto, Ontario this _____ day of _____, 20____.

Deloitte Restructuring Inc., solely in its capacity as the Court-appointed Monitor of the Applicant and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule “C”

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.**

CERTIFICATE OF PLAN COMPLETION

RECITALS

- A. Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as court-appointed Monitor of Deloitte Restructuring Inc. (the “**Applicant**”) in the within proceeding (the “**CCAA Proceeding**”) commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) dated March 21, 2019 (as amended and restated, the “**Initial Order**”).
- B. Pursuant to a Sanction Order of the CCAA Court dated ●, the first amended and restated Plan of Compromise or Arrangement in respect of the Applicant dated December 5, 2024 (the “**CCAA Plan**”) was sanctioned and Deloitte was appointed as the CCAA Plan Administrator in respect of the CCAA Plan pursuant to the CCAA Plan Administrator Appointment Order.
- C. Pursuant to the Sanction Order, among other things, upon payment of the Global Settlement Amount and the completion by Deloitte of its duties as the Monitor and the CCAA Plan Administrator in respect of the Applicant pursuant to the CCAA, any Order of the CCAA

Court made in connection with this CCAA Proceeding or the CCAA Plan, this CCAA Proceeding shall terminate and Deloitte shall be discharged as the Monitor and the CCAA Plan Administrator and released from all claims relating to its activities as the Monitor and as the CCAA Plan Administrator upon Deloitte filing this Certificate of Plan Completion with the CCAA Court, all in accordance with the Sanction Order and the CCAA Plan.

THE MONITOR AND CCAA PLAN ADMINISTRATOR, AS APPLICABLE, CERTIFY the following:

1. The Monitor has completed all of its duties in respect of the Applicant pursuant to the CCAA, any Order of the CCAA Court made in connection with this CCAA Proceeding or the CCAA Plan.
2. The CCAA Plan Administrator has completed all of its duties in respect of the Applicant pursuant to the CCAA, any Order of the CCAA Court made in connection with this CCAA Proceeding or the CCAA Plan.

ACCORDINGLY, this CCAA Proceeding shall terminate and Deloitte shall be discharged as the Monitor and the CCAA Plan Administrator and released from all claims relating to its activities as the Monitor and as the CCAA Plan Administrator upon Deloitte filing this Certificate of Plan Completion with the CCAA Court

DATED at Toronto, Ontario this _____ day of _____, 20__.

Deloitte Restructuring Inc. in its capacity as the Court-appointed Monitor and CCAA Plan Administrator of the Applicant and not in its personal or corporate capacity

Per: _____

Name:

Title:

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

SANCTION ORDER

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*Lawyers for Deloitte Restructuring Inc., in its capacity as
the Court-appointed Monitor of JTI-Macdonald Corp.*

TAB 4

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF)	[FRIDAY], THE [31 ST]
)	
JUSTICE MORAWETZ)	DAY OF [JANUARY], [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

CCAA PLAN ADMINISTRATOR APPOINTMENT ORDER

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF)	[FRIDAY], THE [31 ST]
)	
JUSTICE MORAWETZ)	DAY OF [JANUARY], [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

CCAA PLAN ADMINISTRATOR APPOINTMENT ORDER

THIS MOTION made by Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as court-appointed monitor (the "**Monitor**") of JTI-Macdonald Corp. ("**JTIM**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Monitor dated January 15, 2025 including the Twenty-Second Report to the Court of the Monitor dated January 15, 2025 (the "**Twenty-Fifth Report**"), and upon hearing the submissions of counsel to the Court-Appointed Mediator, counsel to the Monitor, counsel to the Applicant and those other parties listed on the Participant Information Form, no one appearing for any other person on the Common Service List, although properly served with the Monitor's Notice of Motion and Motion Record dated January 15, 2025, as appears from the Affidavit of Service of ●, sworn January ●, 2025;

A. DEFINITIONS

1. **THIS COURT ORDERS** that for the purposes of this Order, capitalized terms not otherwise defined in this Order shall have the meanings given to them in the first amended and restated Court-Appointed Mediator's and Monitor's plan of compromise and arrangement concerning, affecting and involving JTIM, dated December 5, 2024, including all Schedules thereto (the "**CCAA Plan**").

B. APPOINTMENT OF CCAA PLAN ADMINISTRATOR

2. **THIS COURT ORDERS** that Deloitte is hereby appointed as of the date hereof, pursuant to the CCAA Plan, as the CCAA Plan Administrator, a neutral and independent officer of this Court, to administer the CCAA Plan with the powers and obligations set out in the CCAA Plan, the Sanction Order or herein and JTIM, its employees, independent contractors, consultants, agents, experts, accountants, counsel and such other persons currently retained or employed by JTIM (collectively, "**Assistants**") and its shareholders, officers, and directors shall advise the CCAA Plan Administrator of all material steps taken by JTIM pursuant to this Order, the Sanction Order and the CCAA Plan, and shall co-operate fully with the CCAA Plan Administrator in the exercise of its powers and discharge of its obligations and provide the CCAA Plan Administrator with the assistance that is necessary to enable the CCAA Plan Administrator to carry out the CCAA Plan Administrator's functions.

3. **THIS COURT ORDERS** that Deloitte, in its capacity as CCAA Plan Administrator, Monitor or Foreign Representative, as the case may be, is hereby authorized and empowered to take all steps and actions and to do all things required to facilitate the implementation of the CCAA Plan in accordance with its terms and, where necessary or appropriate to do so, to enter into,

execute, deliver, implement and consummate all of the steps, transactions, certificates and agreements contemplated by the CCAA Plan or otherwise set out herein.

4. **THIS COURT ORDERS** that following the granting of the Sanction Order, the Court-Appointed Mediator is hereby authorized and empowered to continue to provide services with respect to the implementation of the CCAA Plan as may be requested by the Monitors, the CCAA Plan Administrators or the Court or any other Party at the discretion of the Court-Appointed Mediator (the “**Court-Appointed Mediator’s Ongoing Services**”).

5. **THIS COURT ORDERS** that in the event that the Court-Appointed Mediator provides Court-Appointed Mediator’s Ongoing Services, the Court-Appointed Mediator shall:

- (a) have the benefit of all the protections given to it by the CCAA, any other applicable legislation including pursuant to Section 142 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, any orders in these CCAA Proceedings, including the Sanction Order, the CCAA Plan and as an officer of the Court; and
- (b) incur no liability in connection with any Court-Appointed Mediator’s Ongoing Services, and shall have the immunity of a Judge of a Superior Court in Canada.

6. **THIS COURT ORDERS AND DECLARES** that the protections afforded to the Court-Appointed Mediator and his heirs, successors, assigns, Representatives, advisors, legal counsel, consultants or agents pursuant to the terms of the Initial Order and the other Orders made in these CCAA Proceedings, as applicable, shall not expire or terminate and, subject to the terms hereof, shall remain in full force and effect.

7. **THIS COURT ORDERS** that the CCAA Plan Administrator may, in its discretion, retain any trustees or custodians, or advisors, including legal, financial, investment or other advisors, to advise and assist it to carry out its duties in relation to the administration of the CCAA Plan.

8. **THIS COURT ORDERS** that nothing herein contained shall derogate from the Monitor's role as the monitor of JTIM pursuant to (i) the Second Amended and Restated Initial Order of this Court dated March 8, 2019, (ii) all applicable orders of this Court including the Sanction Order, and (iii) the CCAA.

9. **THIS COURT ORDERS** that in no circumstances shall the CCAA Plan Administrator:

- (a) be or be deemed to be a representative of the Claimants, Tobacco Companies and/or Tobacco Company Groups;
- (b) have the authority to bind any of the Claimants; or
- (c) have the authority to bind any of the Tobacco Companies or members of the Tobacco Company Groups.

10. **THIS COURT ORDERS** that the CCAA Plan Administrator shall not take possession or control of JTIM's current or future assets, undertakings or properties of any nature or kind whatsoever and wherever situate including all proceeds thereof (the "**Property**") and shall take no part whatsoever in the management, oversight, supervision or control of JTIM's business (the "**Business**") and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

11. **THIS COURT ORDERS** that in addition to its prescribed powers and obligations under all applicable orders of this Court, the CCAA, and the CCAA Plan, including pursuant to Sections 10.1, 14.4 and 14.8 thereunder, the CCAA Plan Administrator is hereby authorized and

empowered to be and is hereby appointed to serve as the “foreign representative” of JTIM in respect of the Chapter 15 Proceedings, in its capacity as either CCAA Plan Administrator or Monitor of JTIM.

C. DISTRIBUTIONS AND ADMINISTRATION

12. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to establish the following segregated, interest bearing trust accounts (collectively, the “**Trust Accounts**”), each to be held in Schedule I Chartered Banks or an affiliate thereof (each a “**Bank**”):

- (a) the Global Settlement Trust Account;
- (b) the Supplemental Trust Account;
- (c) the Miscellaneous Claims Fund Account;
- (d) the PCC Trust Account;
- (e) the QCAP Trust Account;
- (f) the CCAA Plan Administration Reserve Account;
- (g) the PCC Compensation Plan Reserve Account; and
- (h) the Cy-près Trust Account.

13. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to engage any Person or Persons to act as trustee (collectively, the “**Trustee**”) of the Trust Accounts and 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 Court.

14. **THIS COURT ORDERS** that the Claims Administrator shall report to the CCAA Plan Administrators at any time as requested by any CCAA Plan Administrator on the progress of the

administration of the claims processes for the Quebec Administration Plan and the PCC Compensation Plan, including, without limitation (i) the budget for the administration of claims made to the PCC Compensation Plan and to the Quebec Administration Plan, (ii) the publication of notices, the PCC Claims Application Deadline to file claims, the *Blais* Claims Application Deadline to file claims, claims approved, claims rejected, claims under review, any delays in the claims process, any fees, charges and disbursements made, and (iii) any Compensation Payments to Eligible *Blais* Class Members and Individual Payments to Eligible Pan-Canadian Claimants.

15. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to oversee and direct the deposits into the Trust Accounts, including:

- (a) the Upfront Contributions (including the Cash Security Deposits) and the Annual Contributions (excluding any Reserved Amounts), which shall be deposited into the Global Settlement Trust Account;
- (b) the Reserved Amounts which shall be deposited into the Supplemental Trust Account; and
- (c) amounts to be deposited into the CCAA Plan Administration Reserve Account, the PCC Compensation Plan Reserve Account, the Miscellaneous Claims Fund Account, the PCC Trust Account, the QCAP Trust Account, and the Cy-près Trust Account.

16. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to direct the Trustee to disburse funds from the Trust Accounts in accordance with the CCAA Plan, the Sanction Order and this Order, including:

- (a) disbursements from the Global Settlement Trust Account to the Claimants, the other applicable Trust Accounts or otherwise in accordance with the CCAA Plan;
- (b) disbursements of Tax Refund Cash Payments from the Supplemental Trust Account;
- (c) disbursements of Reserved Amounts from the Supplemental Trust Account to the Global Settlement Trust Account or a relevant Tax Authority on account of a notice of assessment or reassessment of Taxes;
- (d) disbursements from the Supplemental Trust Account to JTIM following the termination of the Contribution Period;
- (e) disbursements from the CCAA Plan Administration Reserve Account and PCC Compensation Plan Reserve Account to pay for costs which remain unpaid by JTIM, or to the Provinces and Territories in accordance with Section 15.1 or 15.2 of the CCAA Plan (as applicable);
- (f) disbursements from the PCC Trust Account and QCAP Trust Account to the Claims Administrator's trust accounts, or to the Provinces and Territories in accordance with Section 16.3 of the CCAA Plan;
- (g) disbursements from the Miscellaneous Claims Fund to Miscellaneous Claimants or to the Provinces and Territories in accordance with Section 18.2.5 of the CCAA Plan; and
- (h) disbursements from the Cy-près Trust Account to the Cy-près Foundation.

17. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to make distributions in accordance with Article 17 of the CCAA Plan, subject to paragraph 24 below.

18. **THIS COURT ORDERS** that the CCAA Plan Administrator is authorized and empowered to, and may instruct the Trustee to, deduct and withhold from any payment any amounts as required by law and may remit amounts to the appropriate Governmental Authority in accordance with Section 17.8 of the CCAA Plan.

19. **THIS COURT ORDERS** that in the event of a dispute regarding a notice of assessment or reassessment of income taxes, interest or penalties in respect of a Tax Matter, the CCAA Plan Administrator is authorized and empowered, at the request of JTIM, to direct the Trustee of the Supplemental Trust Account to transfer the amount requested by JTIM (not to exceed the lesser of (i) 100% of the income taxes, interest and penalties assessed, and (ii) 100% of the Reserved Amount held in the Supplemental Trust Account at the relevant time) to the relevant Tax Authority pending final resolution of the dispute.

20. **THIS COURT ORDERS AND DECLARES** that any release of funds under the CCAA Plan, the Sanction Order or this Order made or assisted by the Monitors, CCAA Plan Administrators or the Court-Appointed Mediator shall not constitute a “distribution” and the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not constitute a “legal representative” or “representative” of JTIM or an “other person” for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 46 of the *Employment Insurance Act* (Canada), section 22 of the *Retail Sales Tax Act* (Ontario), section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the “**Statutes**”), and none of the Monitors, CCAA Plan Administrators and Court-Appointed Mediator in making any such payments or deliveries of funds or assets in relation to the CCAA Plan is “distributing”, nor shall it be considered to have “distributed”, such funds or assets for the purposes of the Statutes, and the Monitors, CCAA Plan Administrators and

Court-Appointed Mediator shall not incur any liability under the Statutes for making any payments or deliveries under the CCAA Plan or failing to withhold amounts, ordered or permitted hereunder, and the Monitors, CCAA Plan Administrators and Court-Appointed Mediator shall not have any liability for any of JTIM's tax liabilities regardless of how or when such liabilities may have arisen.

D. CCAA PLAN ADMINISTRATORS' COMMUNICATION AND COORDINATION

21. THIS COURT ORDERS that:

- (a) the CCAA Plan Administrators shall consult with each other and act jointly and in concert to fulfill their duties and responsibilities pursuant to the first amended and restated plans of compromise and arrangement concerning, affecting and involving each Tobacco Company, each dated December 5, 2024 (the "**Tobacco Plans**");
- (b) each of the CCAA Plan Administrators shall have access to all documents and information provided by the Trustee of the Trust Accounts to each CCAA Plan Administrator until the completion of the administration of each Tobacco Plan; and
- (c) each CCAA Plan Administrator shall have (i) continuous access to each Tobacco Company's Virtual Data Room, and (ii) continuous administrator access to its respective Tobacco Company's Virtual Data Room, until the completion of the administration of each Tobacco Plan, provided that a CCAA Plan Administrator is not permitted to disclose any confidential information with respect to one Tobacco Company to any Representative of another Tobacco Company.

22. THIS COURT ORDERS that the CCAA Plan Administrators shall coordinate amongst each other in connection with their administration of each applicable Tobacco Plan in accordance with such Tobacco Plan and as set out in paragraphs 23 to 25 below.

23. **THIS COURT ORDERS** that to the extent the Tobacco Plans require a CCAA Plan Administrator to provide notice to, report to, or to otherwise communicate with any Person, notice to, reports to or communications with the representatives of each following Person shall be sufficient for all purposes:

- (a) the Chair of the Provincial and Territorial Liaison Committee with respect to the Provinces and Territories;
- (b) the Administrative Coordinator with respect to the Quebec Administration Plan and Quebec Class Counsel with respect to the Quebec Class Action Plaintiffs;
- (c) the Administrative Coordinator with respect to the PCC Compensation Plan and PCC Representative Counsel with respect to the Pan-Canadian Claimants;
- (d) the Chair of the Cy-près Foundation (once appointed) with respect to the Cy-près Foundation;
- (e) *Knight* Class Counsel with respect to the *Knight* Class Action Plaintiffs;
- (f) counsel for the Tobacco Producers with respect to the Tobacco Producers; and
- (g) the respective Tobacco Company's counsel with respect to such Tobacco Company;

provided that, the CCAA Plan Administrators may, in their discretion, communicate with any other Person they view necessary or desirable in the performance of their duties and responsibilities under the Tobacco Plans or pursuant to this Order.

24. **THIS COURT ORDERS** that prior to taking one of the following actions the CCAA Plan Administrators must unanimously approve such action in writing:

- (a) the disbursement of any amounts from any Trust Account after the Effective Date and the timing of any disbursement of funds, including from (A) the QCAP Trust Account or the PCC Trust Account to the Claims Administrator's trust accounts, or (B) the Cy-près Trust Account to the Cy-près Foundation;
- (b) the movement of any Trust Account or any amounts held therein to an alternative Bank;
- (c) any decision by a CCAA Plan Administrator to waive an Event of Default or Breach by a Tobacco Company, prior to seeking the consent of the Provinces and Territories, any Impacted Claimants or approval of the Court; and
- (d) any extension of the period in which funds must be held in the Miscellaneous Claims Fund.

25. **THIS COURT ORDERS** that each CCAA Plan Administrator shall deliver a copy of any instructions to the Trustee to disburse funds from a Trust Account to each other CCAA Plan Administrator.

E. FEES AND EXPENSES

26. **THIS COURT ORDERS** that the CCAA Plan Administrator and the Court-Appointed Mediator, and their respective counsel and any financial, investment or other advisors engaged by the CCAA Plan Administrator in its discretion shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by JTIM. JTIM is hereby directed to pay the accounts of the CCAA Plan Administrator, counsel to the CCAA Plan Administrator and financial, investment or other advisors engaged by the CCAA Plan Administrator on a bi-weekly basis and, in respect of the Court-Appointed Mediator and its counsel, their fees and disbursements shall be allocated equally among the Tobacco Companies.

27. **THIS COURT ORDERS** that the CCAA Plan Administrator and its legal counsel shall pass their accounts from time to time at intervals as the Court directs, and for this purpose the accounts of the CCAA Plan Administrator and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

F. LIMITATION OF LIABILITY AND INDEMNITY

28. **THIS COURT ORDERS** that the Monitors, CCAA Plan Administrators, CRO and Court-Appointed Mediator and their respective Affiliates, shareholders, Affiliates' shareholders, employees, heirs, successors, assigns, advisors, legal counsel, Representatives, consultants or agents shall not incur any personal liability whatsoever whether on their own part or in respect of any failure on the part of any Tobacco Company to observe, perform or comply with any of its obligations under its CCAA Plan or any other Definitive Document, the Mediation or the CCAA Proceedings.

29. **THIS COURT ORDERS** that nothing in paragraph 28 shall derogate from the protections afforded to the Court-Appointed Mediator, the Monitors or the CCAA Plan Administrators as officers of the CCAA Court, or in the case of the CRO, as the Foreign Representative in the Chapter 15 Proceedings, by the CCAA Plans, the CCAA, any other applicable legislation, including pursuant to Section 142 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and any orders made in the CCAA Proceedings or the Chapter 15 Proceedings, if applicable.

30. **THIS COURT ORDERS** that the CCAA Plan Administrator, in fulfilling its mandate pursuant to the CCAA Plan, this Order or any other applicable order of this Court, may rely upon the books, records or information provided to it by JTIM as well as discussions and correspondence with senior management and advisors to JTIM. The CCAA Plan Administrator shall not audit, review or otherwise attempt to verify the accuracy or completeness of this information, nor shall

the CCAA Plan Administrator express any opinion or other form of assurance with respect to any such information or discussions.

31. **THIS COURT ORDERS** that no Person shall be entitled to rely on any information or representation in any form or context provided by the CCAA Plan Administrator in fulfilling its mandate pursuant to the CCAA Plan, this Order or any other applicable order of this Court. The CCAA Plan Administrator shall not owe any duty of care to any Person in fulfilling such mandate, other than the Court as an officer thereof.

32. **THIS COURT ORDERS** that JTIM shall indemnify and save harmless the Court-Appointed Mediator, CRO the CCAA Plan Administrators, the Monitors (including in their capacity as Foreign Representative (as applicable)), and the Administrative Coordinator and, as applicable, their respective Affiliates, shareholders, Affiliates' shareholders, directors, officers, employees, legal counsel, advisors, consultants, Representatives and agents (collectively, the "**Indemnified Parties**"), from and against all claims, demands, losses, actions, causes of action, costs, charges, expenses, damages and liabilities whatsoever, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of each Indemnified Party's respective activities or duties in any way in connection with the CCAA Proceeding and the Chapter 15 Proceedings, including for the avoidance of doubt: (i) the actions of the Court-Appointed Mediator, CRO the Monitors, the CCAA Plan Administrators and the Administrative Coordinator and their respective legal counsel and advisors in connection with the CCAA Proceeding and the Chapter 15 Proceedings, (ii) the business and affairs of JTIM whenever or however conducted, and (iii) any matter or transaction involving JTIM occurring in or in connection with the CCAA Proceeding and the Chapter 15 Proceedings, the CCAA Plan, or the

development thereof (other than the enforcement of the Indemnified Parties' obligations under the CCAA Plan and the Definitive Documents). To the extent any Indemnified Party is not otherwise compensated by the applicable Tobacco Company, such Indemnified Party may resort to their respective CCAA Plan Administration Reserve for compensation.

33. **THIS COURT ORDERS** that the indemnity in paragraph 32 hereof shall survive the resignation or removal of any Indemnified Party from any role, capacity, engagement, office or position relevant to its activities or duties in connection with the CCAA Plan.

G. SERVICE AND NOTICE

34. **THIS COURT ORDERS** that the service of documents made in accordance with the E-Service Guide of the Commercial List (the "**Guide**") (which can be found on the Commercial List website at: www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall continue to be valid and effective service. Subject to rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that the Case Website established by the Monitor in accordance with the Guide with the following URL: www.insolvencies.deloitte.ca/en-ca/JTIM (the "**Case Website**") shall be maintained by the Monitor or the CCAA Plan Administrator.

35. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the CCAA Plan Administrator is at liberty to serve or distribute this Order, any other materials and orders in connection with the administration of the CCAA Plan, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to the relevant interested

parties at their respective addresses as last shown on the records of JTIM, or as otherwise made known to the CCAA Plan Administrator, and that any such service or distribution by courier, personal delivery, facsimile or other electronic transmission shall be deemed to be received on the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

36. **THIS COURT ORDERS** that each reference to the “Monitors” shall be replaced with the “Monitors or CCAA Plan Administrators” in the Common Service Protocol approved by the Court by endorsement dated June 26, 2019, which shall continue in force *mutatis mutandis* during the administration of the CCAA Plan. The CCAA Plan Administrator or the Monitor shall manage the scheduling of all motions that are brought in these proceedings or in the administration of the CCAA Plan.

37. **THIS COURT ORDERS** that the CCAA Plan Administrator, the Monitor or their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 8100 2-175 (SOR/DORS).

38. **THIS COURT ORDERS** that all motions in this proceeding or in connection with the administration of the CCAA Plan 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.

39. **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, JTIM and the CCAA Plan Administrator, with a copy to all persons on the Service List, no later than 5 p.m. (Eastern time) on the date that is four (4) calendar days prior to the Return Date (the “**Objection Deadline**”).

40. **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, virtual 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.

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

42. **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 CCAA Plan Administrator (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 sees 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.

H. GENERAL

43. **THIS COURT ORDERS** that the CCAA Plan Administrator may from time to time apply to this Court 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 implementation or administration of the CCAA Plan.

44. **THIS COURT ORDERS** that in the event of a conflict between (i) this Order, (ii) the Sanction Order, (iii) the CCAA Plan, and (iv) the terms of any agreement existing between any Person and JTIM as at the Plan Implementation Date, the terms of the Sanction Order shall govern, subject to any subsequent order of this Court dated after the Sanction Order.

45. **THIS COURT ORDERS** that the Applicant, the CRO and the CCAA Plan Administrator, as applicable, are at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and

for assistance in carrying out the terms of this Order, and that the CCAA Plan Administrator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having this Order recognized in a jurisdiction outside Canada.

46. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, including but not limited to the Courts in respect of the Pending Litigation and the Quebec Class Actions, to give effect to this Order and to assist JTIM, the Monitor, the CCAA Plan Administrator and their respective agents in carrying out the terms of this Order and the CCAA Plan. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to JTIM, the CCAA Plan Administrator and the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order and the CCAA Plan or to assist JTIM, the CCAA Plan Administrator and the Monitor and their respective agents in carrying out the terms of this Order and the CCAA Plan.

Chief Justice G.B. Morawetz

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

**CCAA PLAN ADMINISTRATOR APPOINTMENT
ORDER**

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as the Court-appointed Monitor of JTI-Macdonald Corp.*

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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
(Sanction Order and CCAA Plan
Administrator Appointment Order)
Returnable January 29, 2025

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