

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

**Imperial Tobacco Canada Limited and
Imperial Tobacco Company Limited**

THIRTY-SECOND REPORT OF THE MONITOR

August 23, 2025

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 AND ARRANGEMENT OF
IMPERIAL TOBACCO CANADA LIMITED AND IMPERIAL TOBACCO COMPANY
LIMITED

THIRTY-SECOND REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR

OVERVIEW

1. This report (“**Report**”) was prepared in connection with FTI Consulting Canada Inc.’s (“**FTI**”) motion:
 - i. in its capacity as Monitor, for an Order (the “**CCAA Plan Amendment Order**”) approving proposed amendments (the “**Amendments**”) to the Third Amended and Restated Plan of Compromise and Arrangement in respect of Imperial dated February 27, 2025 (the “**Third A&R Imperial Plan**”), as reflected in the Fourth A&R Imperial Plan (defined below);
 - ii. in its capacity as CCAA Plan Administrator, for an Order (the “**Plan Administration Reserve Trust Order**”), among other things approving:
 - (a) the trust deed (the “**Imperial CCAA Plan Administration Reserve Trust Deed**”) pursuant to which “The Imperial CCAA Plan Administration Reserve Trust” (the “**Imperial CCAA Plan Administration Reserve Trust**”) will be established, and the transactions contemplated therein, in the form attached as Schedule A to the proposed Plan Administration Reserve Trust Order;

- (b) the engagement of BMO Trust Company (“**BMO**”) to act as trustee (in such capacity, the “**Trustee**”) of the Imperial CCAA Plan Administration Reserve Trust;
 - (c) BMO’s proposed fees and expenses in accordance with the trustee services fee schedule (the “**Fee Schedule**”) attached as Schedule C to the Imperial CCAA Plan Administration Reserve Trust Deed;
 - (d) the proposed investment guidelines pertaining to the funds held in the Imperial CCAA Plan Administration Reserve Trust attached as Schedule B to the Imperial CCAA Plan Administration Reserve Trust Deed (the “**Investment Guidelines**”); and
 - (e) a clarification to the timing of the termination of the Sales and Excise Tax Charge and Directors’ Charge.
- 2. In this Report, unless otherwise defined, all capitalized terms have the respective meanings specified in the Fourth Amended and Restated Court-Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement in respect of Imperial dated August 22, 2025 (the “**Fourth A&R Imperial Plan**”).
- 3. Further information regarding these CCAA Proceedings and a background on Imperial have been provided in previous reports of the Monitor.
- 4. All CCAA Court materials filed and Orders issued in these CCAA Proceedings and the related Imperial Chapter 15 Proceedings are available on the Monitor’s website at: <http://cfcanada.fticonsulting.com/imperialtobacco>.

A. PURPOSE

- 5. The purpose of this Report is to provide the CCAA Court with information regarding:
 - i. the proposed Amendments;
 - ii. the Imperial CCAA Plan Administration Reserve Trust and the form of deed pursuant to which such trust is to be established;

- iii. the fees and expenses payable (the “**Trustee Fees**”) to BMO pursuant to the Fee Schedule;
- iv. the Investment Guidelines;
- v. the proposed amendment to the timing of the termination of the Sales and Excise Tax Charge and Directors’ Charge; and
- vi. the Monitor’s recommendations in respect of the proposed CCAA Plan Amendment Order and Plan Administration Reserve Trust Order.

B. AMENDMENTS TO THE THIRD A&R IMPERIAL PLAN

- 6. Since the Sanction Order was issued on March 6, 2025, the Monitor, including in its capacity as CCAA Plan Administrator has been working with the Court-Appointed Mediator, Imperial and the Claimants to implement the Third A&R Imperial Plan. While doing so, it has become apparent that certain amendments are required to the Third A&R Imperial Plan to achieve a successful implementation. The material proposed Amendments are summarized in the attached Appendix “**A**”.¹
- 7. Pursuant to section 20.4(a) of the Third A&R Imperial Plan, the Court-Appointed Mediator, and Monitor are permitted to make non-administrative amendments to the Third A&R Imperial Plan with the approval of the CCAA Court following notice to the Affected Creditors and Imperial.
- 8. The Amendments are incorporated into the Fourth A&R Imperial Plan which is attached hereto as Appendix “**B**” and will be served on the Common Service List. A blackline comparing the Third A&R Imperial Plan to the Fourth A&R Imperial Plan (without schedules, other than the PCC Compensation Plan and Quebec Administration Plan) reflecting the Amendments, is attached hereto as Appendix “**C**”.

¹ This Appendix contains only an overview of certain material proposed Amendments and is not meant to be exhaustive.

9. The Claimants and the Tobacco Companies were consulted with respect to the proposed Amendments. None of these parties have indicated their intention to oppose the approval of the Amendments.
10. The Amendments are required for the effective implementation of the Third A&R Imperial Plan, are consistent with the compromise and settlement contemplated in the Third A&R Imperial Plan, and, in the view of the Monitor, no Affected Creditor will be materially prejudiced by the Amendments.

C. THE IMPERIAL ADMINISTRATION RESERVE TRUST

11. The Fourth A&R Imperial Plan (in all cases, as proposed to amend and restate the Third A&R Imperial Plan) provides for the establishment of the Imperial CCAA Plan Administration Reserve Trust to hold the Imperial CCAA Plan Administration Reserve, which will serve as security for the Imperial CCAA Plan Administration Reserve Costs. Pursuant to the proposed Plan Administration Reserve Trust Order, the Imperial CCAA Plan Administration Reserve will be held in the Imperial CCAA Plan Administration Reserve Trust in favour of the beneficiaries of the Imperial CCAA Plan Administration Reserve pursuant to the Fourth A&R Imperial Plan.
12. The Imperial CCAA Plan Administration Reserve Trust will be established pursuant to the Imperial CCAA Plan Administration Reserve Trust Deed between Imperial, as settlor, and BMO, as Trustee. The Imperial Administration Reserve Trust Deed is essentially identical to the proposed trust deeds which will establish the administration reserve trusts under each of the other Tobacco Companies' CCAA Plans. The form of the Imperial Administration Reserve Trust Deed is attached as Schedule A to the proposed Plan Administration Reserve Trust Order.
13. The material terms of the Imperial CCAA Plan Administration Reserve Trust Deed include:
 - i. the legal ownership of the funds held in the Imperial CCAA Plan Administration Reserve Trust will be vested in, and administered and managed

exclusively by, the Trustee in accordance with the Imperial CCAA Plan Administration Reserve Trust Deed; and

- ii. the Trustee will make payments from the trust funds to or on behalf of the beneficiaries thereof on account of amounts to which they are entitled under the Fourth A&R Imperial Plan in accordance with the Imperial CCAA Plan Administration Reserve Trust Deed.

- 14. The Fourth A&R Imperial Plan requires the Imperial CCAA Plan Administration Reserve to be deposited into the Imperial CCAA Plan Administration Reserve Account as a condition to implementation. Without the Plan Administration Reserve Trust Order, the Imperial CCAA Plan Administration Reserve Account will not be established and therefore, the Fourth A&R Imperial Plan will not be capable of implementation.
- 15. The Monitor believes that the form of the Imperial CCAA Plan Administration Reserve Trust Deed is fair and reasonable and necessary to implement and administer the Fourth A&R Imperial Plan.

D. THE TRUSTEE AND TRUSTEE FEES

- 16. As previously reported to the CCAA Court, following a request for proposals process BMO was selected to act as the trustee of each respective Tobacco Company's Global Settlement Trust Account and as bare trustee of each respective Tobacco Company's Supplemental Trust Account in accordance with the CCAA Plans.
- 17. To take advantage of efficiencies resulting from its other engagements, BMO was similarly selected as the proposed trustee of the Imperial CCAA Plan Administration Reserve Trust.
- 18. BMO's proposed services, as Trustee, will include:
 - i. establishing and administering the Imperial CCAA Plan Administration Reserve Trust;

- ii. managing and investing the funds in the Imperial CCAA Plan Administration Reserve Trust in accordance with the Investment Guidelines;
 - iii. providing monthly reporting to the CCAA Plan Administrator on investment performance, portfolio composition, and receipts and disbursements of the Imperial CCAA Plan Administration Reserve Trust;
 - iv. administering distributions from the Imperial CCAA Plan Administration Reserve Trust in accordance with the deed establishing such trust;
 - v. filing and paying taxes of the Imperial CCAA Plan Administration Reserve Trust and complying with any applicable tax withholding requirements; and
 - vi. adhering to typical fiduciary obligations including avoiding conflicts of interest.
19. In consideration for its services, BMO will be paid an annual fee of 0.04% of the average market value of the assets under administration in the Imperial CCAA Plan Administration Reserve Trust², subject to an annual minimum fee of \$5,000.
20. BMO will be entitled to be reimbursed for its legal and tax preparation fees and expenses and all other out-of-pocket expenses incurred in the administration of the Imperial CCAA Plan Administration Reserve Trust. Such expenses and the other Trustee Fees will be paid quarterly out of the property held in the Imperial CCAA Plan Administration Reserve Trust following the delivery of an invoice by BMO. The Trustee Fees are further detailed in the Fee Schedule.
21. The Monitor believes the proposed Trustee Fees are fair and reasonable given the scope of the duties to be performed by BMO in connection with the Imperial CCAA Plan Administration Reserve Trust.

² This is the same rate payable to BMO in connection with the administration of the Imperial Global Settlement Trust and Imperial Supplemental Trust Account. The Monitor understands that in addition to the 0.04% fee described above, a 0.05% fee will be charged by an affiliate portfolio manager of BMO for the provision of investment services in respect of the Imperial CCAA Plan Administration Reserve Trust. The Monitor further understands a separate 0.05% fee for investment services will also be incurred and paid by the Imperial Global Settlement Trust and Imperial Supplemental Trust.

E. THE INVESTMENT GUIDELINES

22. Pursuant to the Fourth A&R Imperial Plan, the amounts held in the Imperial CCAA Plan Administration Reserve Account are to be invested in accordance with approved investment guidelines, pending disbursement to applicable payees.
23. The proposed Investment Guidelines are essentially identical to the investment guidelines approved by the CCAA Court pursuant to the Banking Arrangements Order and applicable to the funds held in the Imperial Global Settlement Trust and the Imperial Supplemental Trust Account. The objectives of the Investment Guidelines remain to preserve capital, maintain a high degree of liquidity and were developed to be extremely risk adverse.
24. The Monitor believes that the proposed Investment Guidelines are rationally tailored to the stated objectives thereof and will provide payees with reasonable assurance that the funds held in the Imperial CCAA Plan Administration Reserve Account will not be subjected to unnecessary investment risk.

F. SALES AND EXCISE TAX CHARGE AND THE DIRECTOR'S CHARGE

25. The Second Amended and Restated Initial Order issued by the CCAA Court in these CCAA Proceedings on April 25, 2019 (the "**Second A&R Initial Order**") granted:
 - i. the Sales and Excise Tax Charge over the Property, as security for all amounts owing by Imperial in respect of Sales & Excise Taxes to the Canadian federal, provincial, and territorial authorities that are entitled to receive payments or collect monies from Imperial in respect of Sales & Excise Taxes; and
 - ii. the Directors' Charge over the Property for the benefit of the directors and officers of Imperial, as security for the indemnity provided in the Initial Order.
26. Pursuant to paragraph 56(b) of the Sanction Order, each of the Sales and Excise Tax Charge and the Directors' Charge will be terminated, discharged, expunged, and released upon receipt by Imperial of an acknowledgement of payment in full and in the appropriate currency of the claims secured thereby up to the Plan Implementation Date.

27. Accordingly, for greater certainty, the proposed Plan Administration Reserve Trust Order provides that upon the CCAA Plan Administrator's receipt of Imperial's written confirmation that the claims secured by the Sales and Excise Tax Charge and the Directors' Charge up to the Plan Implementation Date have been paid in full, these charges will be terminated discharged, expunged and released.

G. CONCLUSION AND RECOMMENDATION

28. The Monitor is not aware of any party which currently intends to oppose the granting of the CCAA Plan Amendment Order or the Plan Administration Reserve Trust Order.
29. For the reasons outlined in this Thirty-Second Report, the Monitor supports (i) the approval of the proposed Amendments to the Third A&R Imperial Plan and the granting of the CCAA Plan Amendment Order, (ii) the engagement of BMO as the Trustee of the Imperial CCAA Plan Administration Reserve Trust on the terms outlined in the Imperial CCAA Plan Administration Reserve Trust Deed and the Plan Administration Reserve Trust Order, and (iii) the granting of the Plan Administration Reserve Trust Order (including the provisions with respect to the termination of the Sales and Excise Tax Charge and the Directors' Charge).

The Monitor respectfully submits this Thirty-Second Report.

Dated this 23rd day of August, 2025.

FTI Consulting Canada Inc.

FTI CANADA CONSULTING INC.

In its capacity as Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited Inc.

APPENDIX “A”

Summary of the Material Proposed Amendments to the Imperial CCAA Plan¹

CCAA Plan²

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
<i>Agents to the Claimants</i>			
1.	The Imperial CCAA Plan does not provide a mechanism to engage the Collateral Agent.	The Fourth A&R CCAA Plan provides that the Collateral Agent will be engaged pursuant to the Imperial Collateral Agency Agreement, subject to CCAA Court approval.	<ul style="list-style-type: none"> • 1.1 Definitions – Collateral Agent • 1.1 Definitions – Collateral Agent Order • 1.1 Definitions – Imperial Collateral Agency Agreement • 5.13 Contribution Security
<i>Contribution Security Agreement⁴</i>			
2.	The definition of Claimants in the Imperial CCAA Plan includes (i) the Provinces and Territories, (ii) Quebec Class Action Plaintiffs, (iii) Pan-Canadian Claimants, (iv) <i>Knight</i> Class Action Plaintiffs and (v) Tobacco Producers.	The definition of Claimants in the Fourth A&R CCAA Plan, with respect to the Banking Arrangements Order, Imperial Supplemental Trust Charge, Collateral Agent order, Imperial Collateral Agency Agreement and Contribution Security now excludes the <i>Knight</i> Class Action Plaintiffs and Tobacco Producers in those instances. This amendment reflects that the <i>Knight</i> Class Action Plaintiffs’ and Tobacco Producers’ Claims will be satisfied in full on	<ul style="list-style-type: none"> • 1.1 Definitions – “Claimants”

¹ This Appendix provides a summary of only material changes to the Third Amended and Restated Plan of Compromise and Arrangement of Imperial dated February 27, 2025 (the “**Imperial CCAA Plan**”) and its Schedules, and is not intended to be an exhaustive list of all amendments proposed.

² Capitalized terms used but not otherwise defined herein have the meanings attributed to them in the Imperial CCAA Plan or the Fourth Amended and Restated Plan of Compromise and Arrangement of Imperial dated August 22, 2025 (the “**Fourth A&R CCAA Plan**”), as applicable.

³ The sections referenced herein reflect the most pertinent sections affected by the applicable amendment. For clarity, the following is not intended to provide an exhaustive list of each section that may be impacted by an amendment listed in this Appendix.

⁴ Further material amendments to the Contribution Security Agreement attached as Schedule “E” to the Imperial CCAA Plan are set out below.

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
		the Plan Implementation Date, and they will not be granted a Security Interest.	
3.	The Imperial CCAA Plan provides that, at least 10 Business Days prior to the Plan Implementation Date, the parties shall enter into the Contribution Security Agreement.	<p>The Fourth A&R CCAA Plan removes the 10 Business Day requirement. Court approval of the Contribution Security Agreement is only scheduled for August 27, 2025 and the Contribution Security Agreement can only be signed thereafter.</p> <p>The Fourth A&R CCAA Plan instead requires that the Contribution Security Agreement be entered into on or prior to the Plan Implementation Date.</p>	<ul style="list-style-type: none"> • 5.13 Contribution Security
Alternative Products Business			
4.	The Imperial CCAA Plan provides that, as of the Effective Time, Imperial and the CCAA Plan Administrator will have, or will be deemed to have, agreed as to the timing and details of the transfer of Imperial's Alternative Products Business to Newco.	The Fourth A&R CCAA Plan removes the condition to plan implementation that the timing and details dealing with the transfer of the Alternative Products Business to Newco will have been agreed to as of the Effective Time. For greater clarity, the corporate authorizations of Imperial required to effect the transfer of the Alternative Products Business to Newco will still be deemed to have been authorized and approved as of the Effective Time.	<ul style="list-style-type: none"> • 4.2(b) Restructuring Steps
Trust and Accounts			
5.	The Imperial CCAA Plan provides that the Imperial QCAP Trust Account will be held by the	The Fourth A&R CCAA Plan provides that, subject to CCAA Court approval: (i) the Trustee will be engaged; (ii) the Imperial	<ul style="list-style-type: none"> • 1.1 Definitions – “Imperial QCAP Trust Account”

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
	CCAA Plan Administrator in trust, in an account established by the CCAA Plan Administrator.	QCAP Trust Account will be established by the Trustee; and (iii) Imperial's proportionate share of the QCAP Settlement Amount will be held by the Trustee in the Imperial QCAP Trust Account.	<ul style="list-style-type: none"> • 7.4 QCAP Trust Accounts • 14.3 Trustees of the [Trust Accounts] • 14.4(m)(iv) Duties and Responsibilities of CCAA Plan Administrators
6.	The Imperial CCAA Plan provides that the Imperial PCC Trust Account will be held by the CCAA Plan Administrator in trust, in an account established by the CCAA Plan Administrator.	The Fourth A&R CCAA Plan provides that, subject to court approval: (i) the Trustee will be engaged; (ii) the Imperial PCC Trust Account will be established by the Trustee; and (iii) Imperial's proportionate share of the PCC Compensation Plan Amount will be held by the Trustee in the Imperial PCC Trust Account.	<ul style="list-style-type: none"> • 1.1 Definitions – “Imperial PCC Trust Account” • 8.3 PCC Trust Accounts • 14.3 Trustees of the [Trust Accounts] • 14.4(k)(iv) Duties and Responsibilities of CCAA Plan Administrators
7.	The Imperial CCAA Plan provides that the Imperial CCAA Plan Administration Reserve will be held by the CCAA Plan Administrator in trust, in an account established by the CCAA Plan Administrator.	The Fourth A&R CCAA Plan provides that, subject to CCAA Court approval: (i) the Trustee will be engaged; (ii) the Imperial CCAA Plan Administration Reserve Account will be established by the Trustee; and (iii) the Imperial CCAA Plan Administration Reserve will be held by the Trustee.	<ul style="list-style-type: none"> • 1.1 Definitions – “Imperial CCAA Plan Administration Reserve” • 1.1 Definitions – “Imperial CCAA Plan Administration Reserve Account” • 14.3 Trustees of [Trust Accounts] • 15.1 Imperial CCAA Plan Administration Reserve
8.	The Imperial CCAA Plan provides that the Imperial PCC Compensation Plan Reserve will be held by the CCAA Plan Administrator in trust, in an account established by the CCAA Plan Administrator.	The Fourth A&R CCAA Plan provides that, subject to CCAA Court approval: (i) the Trustee will be engaged; (ii) the Imperial PCC Compensation Plan Reserve Account will be established by the Trustee; and (iii) the Imperial PCC Compensation Plan Reserve will be held by the Trustee in the Imperial PCC Compensation Plan Reserve Account.	<ul style="list-style-type: none"> • 1.1 Definitions – “Imperial PCC Compensation Plan Reserve Account” • 1.1 Definitions – “Imperial PCC Compensation Plan Reserve” • 14.3 Trustees of the [Trust Accounts] • 15.2 Imperial PCC Compensation Plan Reserve

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
9.	<p>The Imperial CCAA Plan was unclear as to whether various trusts and accounts would be shared across the Tobacco Companies' estates, including the Global Settlement Trust, CCAA Plan Administration Reserve Trust, Cy-près Trust, PCC Compensation Plan Reserve Account, PCC Trust Account, QCAP Trust Account, Supplemental Trust Account and Miscellaneous Claims Fund.</p>	<p>The Fourth A&R CCAA Plan provides that separate trusts and accounts will be established for the administration of each CCAA Plan, to be funded by the applicable Tobacco Company.</p> <p>The Global Settlement Amount, and the several liability of the Tobacco Companies, remains unaffected by these amendments.</p>	<ul style="list-style-type: none"> • 1.1 Definitions • 4.2 Restructuring Steps • 5.3 Global Settlement Trust Account and Supplemental Trust Account • 7.4 QCAP Trust Accounts • 7.5 Payment of QCAP Cy-près Contribution to Cy-près Trust Account • 9.2 Funding the Cy-près Foundation • 14.3 Trustees of the [Trust Accounts] • 14.6 Distributions to Claimants from [the Accounts] • 15.1 Imperial CCAA Plan Administration Reserve • 15.2 Imperial PCC Compensation Plan Reserve • 18.2.1 Miscellaneous Claims Fund • 19.3(j)-(k) Conditions Precedent to Implementation of CCAA Plan
10.	<p>The Imperial CCAA Plan contemplates that the amounts held in certain of the trusts and accounts would be invested in accordance with approved investment guidelines, but did not provide any specificity regarding the substance of those guidelines.</p> <p>The Imperial CCAA Plan also provides that the CCAA Plan Administrator would be required to oversee the investment of the</p>	<p>The Fourth A&R CCAA Plan provides that: (i) the Investment Guidelines are in the form attached as a schedule to the Imperial Deed, the Imperial Supplemental Trust Agreement and the Imperial CCAA Plan Administration Reserve Trust Deed; and (ii) the CCAA Plan Administrator will not be responsible for ensuring the funds in the applicable accounts are invested in accordance with the Investment Guidelines.</p>	<ul style="list-style-type: none"> • 1.1 Definitions – “Investment Guidelines” • 6.5 Investment of Contributions and Reserved Amounts pending Disbursement • 14.4(g), (k)(i), (m)(i) Duties and Responsibilities of CCAA Plan Administrators • 14.9 Payment of Costs

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
	funds to ensure they were in compliance with the investment guidelines to be approved.		
11.	The Imperial CCAA Plan provides that the Imperial Supplemental Trust Account would be in the form of an interest-bearing account or trust account held by the CCAA Plan Administrator.	The Fourth A&R CCAA Plan provides that: (i) the Imperial Supplemental Trust Account will be set up as a bare trust, held by the bare trustee pursuant to the Imperial Supplemental Trust Agreement; and (ii) the Imperial Supplemental Trust Agreement Funds will be invested in accordance with the Investment Guidelines.	<ul style="list-style-type: none"> • 1.1 Definitions – “Bare Trustees” • 5.3 Global Settlement Trust Account and Supplemental Trust Account • 6.5 Investment of Contributions and Reserved Amounts pending Disbursement • 14.3 Trustees of the [Trust Accounts] • 14.4(g) Duties and Responsibilities of CCAA Plan Administrators • 19.3(k) Conditions Precedent to Implementation of CCAA Plan
12.	The Imperial CCAA Plan did not provide for how income earned on interest-bearing trust accounts would be allocated.	The Fourth A&R CCAA Plan provides that investment income earned on: (i) any Reserved Amount, following the release of such investment income from the Tobacco Company’s Supplemental Trust Account to such Tobacco Company’s Global Settlement Trust Account, shall be applied to reduce the aggregate Global Settlement Amount, and (ii) amounts in the Imperial Global Settlement Trust and all other interest-bearing trust accounts under the Fourth A&R CCAA Plan will enure to the exclusive benefit of the beneficiaries thereof.	<ul style="list-style-type: none"> • 1.1 Definition – “Contribution” • 5.6 Annual Contributions • 20.3 Interest and Fees

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
Contributions			
13.	The Imperial CCAA Plan provides that, on the Plan Implementation Date, the Cash Security Deposits will be included in the Upfront Contributions and deposited into the Imperial Global Settlement Trust Account.	The Fourth A&R CCAA Plan provides that the Cash Security Deposits and (i) certain portions of Imperial's Upfront Contribution (to the extent such funds remain pledged to cash collateralize outstanding letters of credit) or insurance proceeds, and (ii) certain portions of JTIM's Upfront Contribution (to the extent such funds remain pledged as cash collateral), may not be available on the Plan Implementation Date, and shall be deposited into the Imperial Global Settlement Trust Account on the Plan Implementation Date, or such later time as soon as possible after the Plan Implementation Date.	<ul style="list-style-type: none"> • 5.4 Upfront Contributions • 7.3 Release of Cash Security Deposits • 16.2 Explanatory Notes, Note 2 • 19.3(p) Conditions Precedent to Implementation of CCAA Plan
14.	The Imperial CCAA Plan does not provide for the inclusion of the Net After-Tax Income of Imperial for the period between the end of the month prior to the Plan Implementation Date and the Plan Implementation Date being included in the Contributions.	The Fourth A&R CCAA Plan provides that the period between the last day of the month prior to the Plan Implementation Date and the Plan Implementation Date is included in calculating the Annual Contribution of Imperial during the first year of the Contribution Period.	<ul style="list-style-type: none"> • 5.6 Annual Contributions • 5.8 Contribution Period
Orders/ Relief Granted			
15.	Various Orders and relief related to the implementation of the Imperial CCAA Plan were granted by the CCAA Court	The Fourth A&R CCAA Plan provides references to the Orders granted and where relief has already been obtained.	<ul style="list-style-type: none"> • 1.1 Definitions • 7.3 Release of Cash Security Deposits • 14.1 Appointment of CCAA Plan Administrators

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
	subsequent to the date of the Imperial CCAA Plan and are not referenced in the Imperial CCAA Plan. ⁵		<ul style="list-style-type: none"> • 14.8 Role of Court-Appointed Mediator after Sanction Order • 16.2 Explanatory Notes, Note 2 • 18.1.11 CCAA Meeting Orders and Sanction Orders • 19.2 Sanction Order
16.	The Imperial CCAA Plan does not provide how the fees of the Monitor and its counsel will be approved.	The Fourth A&R CCAA Plan references the Fee Approval Direction, which provides that the Court-Appointed Mediator will: (i) review the fees and disbursements of the Monitor and its legal counsel incurred since the commencement of the CCAA Proceeding and on an ongoing basis; and (ii) in its sole discretion, advise the Court if these amounts are fair and reasonable.	<ul style="list-style-type: none"> • 1.1 Definitions – “Fee Approval Direction” • 14.9(a) Payment of Costs
Claims Administrator			
17.	The Imperial CCAA Plan provides that the Claims Administrator will be engaged pursuant to a written agreement to be entered into between the CCAA Plan Administrator and the Claims Administrator, subject to approval of the CCAA Court.	The Fourth A&R CCAA Plan, Quebec Administration Plan and PCC Compensation Plan remove the requirement for the CCAA Plan Administrator to enter into a written agreement with the Claims Administrator and provide that the Claims Administrator will be appointed pursuant to the Claims Administrator Order, to be obtained.	<ul style="list-style-type: none"> • 1.1 Definitions – “Claims Administrator Order” • 14.4(k)(ii) and (m)(ii) Duties and Responsibilities of CCAA Plan Administrators

⁵ The applicable Orders and Endorsements include the Banking Arrangements Order, the Cash Security Deposits Order, the Claims Administrator Order, Fee Approval Direction, Court-Appointed Mediator’s Ongoing Services Direction, Meeting Order, the Sanction Order, the Signing Authorization Order.

	Current Language in the Imperial CCAA Plan	Amended Language in the Fourth A&R CCAA Plan	Affected Sections in the Fourth A&R CCAA Plan ³
18.	The Imperial CCAA Plan did not provide how the Claims Administrator would report to the CCAA Plan Administrators on its administration of the Quebec Administration Plan and PCC Compensation Plan, significant events or costs incurred in relation thereto.	The Fourth A&R CCAA Plan provides that the Claims Administrator shall deliver to the CCAA Plan Administrators: (i) Weekly Actual Costs Reports; (ii) Weekly Claims Administration Reports; (iii) Weekly Events Reports; (iv) Monthly Actual Costs Reports; (v) Monthly Claims Administration Reports; and (vi) Monthly Events Reports.	<ul style="list-style-type: none"> • 1.1 Definitions – “Monthly Actual Costs Reports” • 1.1 Definitions – “Monthly Claims Administration Reports” • 1.1 Definitions – “Monthly Events Reports” • 1.1 Definitions – “Weekly Actual Costs Reports” • 1.1 Definitions – “Weekly Claims Administration Reports” • 1.1 Definitions – “Weekly Events Reports”

Schedule E – Contribution Security Agreement⁶

	Current Language in the Contribution Security Agreement attached to the Imperial CCAA Plan	Amended Language in the Contribution Security Agreement attached to the Fourth A&R CCAA Plan	Affected Sections in the Contribution Security Agreement
1.	The Contribution Security Agreement provides that the Collateral will include the Global Settlement Trust Account.	The Global Settlement Trust is removed from the scope of Collateral. The Applicant does not have any right to property in the Global Settlement Trust and cannot grant security in the applicable property.	<ul style="list-style-type: none"> • 2.1(1)(e) Grant of Security
2.	The Contribution Security Agreement grants the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in the Collateral held by the Debtors as of the Effective Time. No exclusion is referenced for Collateral related to the Alternative Products Business.	The Contribution Security Agreement includes a carve out for any personal property, assets and undertakings of the Debtors relating solely to the Alternative Products Business. The added provision reflects that the Alternative Products Business will not be transferred until after the Plan Implementation Date and the Fourth A&R CCAA Plan does not provide that Collateral related to the Alternative Products Business should be subject to the Security Interest.	<ul style="list-style-type: none"> • 2.4(2) Exclusions
3.	The terms of the Contribution Security Agreement provide that the Material Subsidiary of Imperial will provide a guarantee under the Contribution Security Agreement.	The Contribution Security Agreement provides that the Material Subsidiary will enter into the Guarantee, as a standalone document, guaranteeing Imperial's Obligations owing to the Secured Parties.	<ul style="list-style-type: none"> • 1.1 Definitions – “Guarantee” • 11.1 Guarantee

⁶ Capitalized terms used but not otherwise defined herein have the meanings attributed to them in Contribution Security Agreement attached as Schedule “E” to the Fourth A&R CCAA Plan.

Schedule K – Quebec Class Action Administration Plan⁷

	Current Language in the Quebec Administration Plan attached to the Imperial CCAA Plan	Amended Language in the Quebec Administration Plan attached to the Fourth A&R CCAA Plan	Affected Sections in the Quebec Administration Plan
1.	The Quebec Administration Plan provides that the Claims Administrator will be engaged pursuant to a written agreement to be entered into between the CCAA Plan Administrator and the Claims Administrator, subject to approval of the CCAA Court.	The Quebec Administration Plan provides that the Claims Administrator will be appointed pursuant to the Claims Administrator Order, to be obtained. The requirement for the CCAA Plan Administrator to enter into a written agreement with the Claims Administrator is removed.	<ul style="list-style-type: none"> • 1.1 Definitions – “Claims Administrator Order”
2.	The Quebec Administration Plan provides that the Claims Administrator’s budget for the administration of the Quebec Administration Plan and the <i>Blais</i> Notice Plan will be set out in the written agreement between the Claims Administrator and the CCAA Plan Administrator.	The Quebec Administration Plan provides that the budget of the Claims Administrator for the QCAP Claims Administration: (i) for the first annual period, will be set out in the First Annual Global Claims Administration Costs Budget, to be approved pursuant to the Claims Administrator Order; and (ii) for subsequent annual periods, will be set out in Subsequent Annual Global Claims Administration Costs Budgets, to be provided to the CCAA Plan Administrator in accordance with the Claims Administrator Order.	<ul style="list-style-type: none"> • 1.1 Definitions – “First Annual Global Claims Administration Costs Budget” • 1.1 Definitions – “Subsequent Annual Global Claims Administration Costs Budget” • 16.2 Costs of Claims Administrator • 20.3 Costs of <i>Blais</i> Notice Plan
3.	The Quebec Administration Plan provides that the Claims Administrator’s budget is subject to approval by the CCAA Plan	The Quebec Administration Plan requires the Claims Administrator to: (i) prepare the First Annual Global Claims Administration Costs Budget and Subsequent Annual Global Claims	<ul style="list-style-type: none"> • 57.3 Engagement with Administrative Coordinator and reporting to CCAA Plan

⁷ Capitalized terms used but not otherwise defined herein have the meanings attributed to them in Quebec Administration Plan attached as Schedule “K” to the Fourth A&R CCAA Plan.

	Current Language in the Quebec Administration Plan attached to the Imperial CCAA Plan	Amended Language in the Quebec Administration Plan attached to the Fourth A&R CCAA Plan	Affected Sections in the Quebec Administration Plan
	Administrators, on an annual basis, who then shall submit the budget for final joint approval by the CCAA Court and the Quebec Superior Court.	Administration Costs Budget; and (ii) submit the applicable budget for joint approval by the CCAA Court and the Quebec Superior Court. For clarity, the obligation to the CCAA Plan Administrators to submit the budget to the CCAA Court and the Quebec Superior Court was removed.	Administrators, CCAA Court and Quebec Superior Court
4.	The Quebec Administration Plan temporally restricts the definition of "Official Confirmation" to confirmations of a Tobacco-Victim Claimant diagnosis of a <i>Blais</i> Compensable Disease or Diseases that was received before March 12, 2012.	The Quebec Administration Plan references the Official Confirmations of Diagnoses Order of the Quebec Superior Court, authorizing the MSSS and RAMQ to extract from the Quebec Cancer Registry and MED-ÉCHO information relating to diagnoses of Lung Cancer, Throat Cancer and Emphysema up to March 8, 2019.	<ul style="list-style-type: none"> • 1.1 Definitions – "Official Confirmation" • 1.1 Definitions – "Official Confirmations of Diagnoses Order" • 35.1 Official Confirmation of a Diagnosis of a <i>Blais</i> Compensable Disease

Schedule P – PCC Compensation Plan⁸

	Current Language in the PCC Compensation Plan attached to the Imperial CCAA Plan	Amended Language in the PCC Compensation Plan attached to the Fourth A&R CCAA Plan	Affected Sections in the PCC Compensation Plan
1.	The PCC Compensation Plan provides that the Claims Administrator will be engaged pursuant to a written agreement to be entered into between the CCAA Plan Administrator and the Claims Administrator, subject to approval of the CCAA Court.	The PCC Compensation Plan provides that the Claims Administrator will be appointed pursuant to the Claims Administrator Order, to be obtained. The requirement for the CCAA Plan Administrator to enter into a written agreement with the Claims Administrator is removed.	1.1 Definitions – “Claims Administrator Order”
2.	The PCC Compensation Plan provides that the Claims Administrator’s budget for the administration of the PCC Compensation Plan and the PCC Notice Plan will be set out in the written agreement between the Claims Administrator and the CCAA Plan Administrator.	The PCC Compensation Plan provides that the budget of the Claims Administrator for the PCC Claims Administration: (i) for the first annual period, will be set out in the First Annual Global Claims Administration Costs Budget, to be approved pursuant to the Claims Administrator Order; and (ii) for subsequent annual periods, will be set out in Subsequent Annual Global Claims Administration Costs Budgets, to be provided to the CCAA Plan Administrator in accordance with the Claims Administrator Order.	<ul style="list-style-type: none"> • 1.1 Definitions – “First Annual Global Claims Administration Costs Budget” • 1.1 Definitions – “Subsequent Annual Global Claims Administration Costs Budget” • 17.2 Costs of Claims Administrator • 21.3 Costs of PCC Notice Plan
3.	The PCC Compensation Plan provides that the Claims Administrator’s budget is subject to approval by the CCAA Plan Administrators on an annual	The PCC Compensation Plan provides that the Claims Administrator will: (i) prepare the First Annual Global Claims Administration Costs Budget and Subsequent Annual Global Claims Administration Costs Budget; and	<ul style="list-style-type: none"> • 56.3 Engagement with Administrative Coordinator and reporting to CCAA Plan Administrators and CCAA Court

⁸ Capitalized terms used but not otherwise defined herein have the meanings attributed to them in PCC Compensation Plan attached as Schedule “P” to the Fourth A&R CCAA Plan.

	Current Language in the PCC Compensation Plan attached to the Imperial CCAA Plan	Amended Language in the PCC Compensation Plan attached to the Fourth A&R CCAA Plan	Affected Sections in the PCC Compensation Plan
	basis, who then shall submit the budget for final approval by the CCAA Court.	(ii) submit the applicable budget for joint approval by the CCAA Court and the Quebec Superior Court. For clarity, the obligation to the CCAA Plan Administrator to submit the budget to the CCAA Court and the Quebec Superior Court was removed.	
4.	The PCC Compensation Plan did not provide for the inclusion of Official Confirmations received from the Quebec Cancer Registry for the purpose of making a claim under the PCC Compensation Plan.	The PCC Compensation Plan provides that Official Confirmations from the Quebec Cancer Registry for the purpose of the PCC Compensation Plan are applicable when dealing with PCC Claimants that are resident in Quebec.	<ul style="list-style-type: none"> • 1.1 Definitions – “Official Confirmation” • 1.1 Definitions – “Official Confirmations of Diagnoses Order” • 24.2.2 Claim Package required to be submitted to Claims Administrator by PCC-Claimants • 35.1-35.4 Proof of Diagnosis of Lung Cancer, Throat Cancer or Emphysema/CPOD (GOLD Grade III or IV) for PCCs resident in Quebec