



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-19-00616077-00CL

DATE: August 27, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
IMPERIAL TOBACCO CANADA LIMITED and IMPERIAL TOBACCO COMPANY LIMITED

BEFORE: CHIEF JUSTICE MORAWETZ

PARTICIPANT INFORMATION

For Applicant:

Name of Person Appearing	Name of Party	Contact Info
Robert I. Thornton	Lawyers for the Applicant, JTI-Macdonald Corp.	rthornton@tgf.ca
Mitch Grossell		mgrossell@tgf.ca
		JTI-Macdonald Corp.

For Respondent:

Name of Person Appearing	Name of Party	Contact Info
Trevor Courtis	Lawyer for the Respondent, Rothmans, Benson & Hedges Inc.	tcourtis@mccarthy.ca
James Gage		jgage@mccarthy.ca

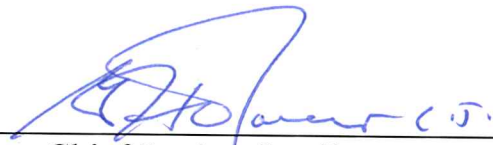
For Monitors:

Name of Person Appearing	Name of Party	Contact Info
R. Shayne Kukulowicz	Lawyers for Ernst & Young Inc. in its capacity as court- appointed Monitor of Rothmans, Benson & Hedges Inc.	skukulowicz@cassels.com
Monique Sassi		msassi@cassels.com
Jake Harris	Deloitte Restructuring Inc. in its capacity as Monitor of JTI-Macdonald Corp.	jake.harris@blakes.com
Linc Rogers		linc.rogers@blakes.com
Natasha MacParland and Chanakya Sethi	FTC Consulting Canada Inc., in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited	nmacparland@dwpv.com csethi@dwpv.com

	santé, Jean- Yves Blais and Cecilia Letourneau (Quebec Class Action Plaintiffs)	
Jacqueline Wall	His Majesty the King in Right of Ontario	jacqueline.wall@ontario.ca
Raymond Wagner, K.C.	Representative Counsel for the Pan-Canadian Claimants	raywagner@wagners.com
Kate Boyle		kboyle@wagners.com
Laura Comfort	Province of Alberta	laura@cglaw.ca
William Sasso	The Ontario Flue-Cured Tobacco Growers' Marketing Board	William.sasso@swslitigation.com
Robert Chadwick	Epiq Class Action Services Canada Inc.	rchadwick@goodmans.ca
Sarah Stothart		sstothart@goodmans.ca
Caroline Descours		cdescours@goodmans.ca
Brett Harrison	Province of Quebec	brett.harrison@mcmillan.ca
David Ullman	La Nordique Compagnie	dullman@blaney.com
David Mackenzie	D'Assurance du Canada	dmackenzie@blaney.com
Nick Krnjevic	Aviva Insurance Company Lloyds Insurance Canada	nkrnjevic@rsslex.com

ENDORSEMENT OF CHIEF JUSTICE MORAWETZ:

- [1] The CCAA Plan Administrator brings this motion for a Plan Administration Reserve Trust Order.
- [2] The motion was not opposed.
- [3] I am satisfied, having reviewed the record and hearing submission, that the requested relief is appropriate in the circumstances.
- [4] The motion is granted and the Order has been signed in the form submitted.



Chief Justice Geoffrey B. Morawetz

Dated: August 27, 2025

Court File No. CV-19-00616077-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
CHIEF JUSTICE MORAWETZ

)
)
)

WEDNESDAY, THE 27TH
DAY OF AUGUST, 2025

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

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

Applicants

PLAN ADMINISTRATION RESERVE TRUST ORDER

THIS MOTION, made by FTI Consulting Canada Inc. ("**FTI**"), in its capacity as CCAA Plan Administrator of Imperial Tobacco Canada Limited ("**ITCAN**") and Imperial Tobacco Company Limited (together with ITCAN, "**Imperial**"), for an order approving:

- (i) the engagement of BMO Trust Company ("**BMO**") to act as trustee (in such capacity, the "**Trustee**") of the Imperial CCAA Plan Administration Reserve Trust (defined below);
- (ii) 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 hereto as **Schedule "A"**;

-2-

- (iii) the proposed Trustee's 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; and
- (iv) the investment guidelines to be adhered to with respect to the property 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**"),

made on notice, was heard on August 27, 2025, via videoconference.

ON READING the Notice of Motion of the CCAA Plan Administrator and the Monitor, the Monitor's Thirty-Second Report, dated August 23, 2025, filed, the materials filed by those other parties listed on the Participant Information Form, and **ON HEARING** the submissions of respective counsel for the Monitor and CCAA Plan Administrator, Imperial, BMO, and such other counsel as were present and listed on the Participation Information Form, no one appearing for any other person on the Common Service List, although properly served with the CCAA Plan Administrator's and Monitor's Motion Record dated August 23, 2025 (the "**Motion Record**"), as appears from the Lawyer's Certificate of Service of Rui Gao, dated August 23, 2025, filed:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that any capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Fourth Amended and Restated Court-Appointed Mediator's and Monitor's Plan of Compromise and Arrangement concerning, affecting, and involving Imperial, dated August 22, 2025, including all schedules thereto (as it may be amended, restated, modified, or supplemented from time to time, the "**CCAA Plan**").

TRUSTEE

3. **THIS COURT ORDERS** that the engagement of the Trustee to act as the trustee of the Imperial CCAA Plan Administration Reserve Trust on and subject to the terms of the Imperial CCAA Plan Administration Reserve Trust Deed is hereby approved.

4. **THIS COURT ORDERS** that BMO, in its capacity as Trustee, shall be paid its reasonable fees and disbursements in accordance with the Imperial CCAA Plan Administration Reserve Trust Deed, including the Fee Schedule, following the delivery of an invoice by BMO.

APPROVAL OF THE IMPERIAL CCAA PLAN ADMINISTRATION RESERVE TRUST DEED AND INVESTMENT GUIDELINES

5. **THIS COURT ORDERS** that the Imperial CCAA Plan Administration Reserve Trust Deed and the transactions contemplated therein are hereby approved and the execution and delivery of the Imperial CCAA Plan Administration Reserve Trust Deed by Imperial is hereby authorized and approved. Imperial is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the establishing of the trust arrangements contemplated by the Imperial

CCAA Plan Administration Reserve Trust Deed and the other transactions contemplated therein, and the CCAA Plan Administrator shall be authorized to take all additional steps that it views as necessary or desirable in furtherance of its responsibilities under the CCAA Plan and the other Definitive Documents in connection with the same.

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

CCAA PLAN ADMINISTRATOR

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

8. **THIS COURT ORDERS** that the rights, protections, indemnities, charges, priorities, and other provisions in favour of the Monitor and the CCAA Plan Administrator set out in any Order granted in these proceedings, the CCAA Plans, the CCAA, or other applicable legislation shall continue to apply and extend to FTI in its capacities as Monitor and CCAA Plan Administrator in connection with its carrying out the provisions of this Order, including the provisions of paragraphs 28-33 of the CCAA Plan Administrator Appointment Order.

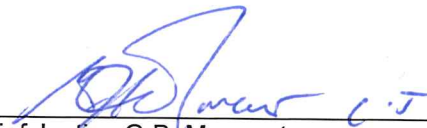
RELEASE OF CCAA CHARGES

9. **THIS COURT ORDERS** that, for greater certainty, a written confirmation from Imperial to the Monitor 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 shall constitute an acknowledgement of payment for the purposes of paragraph 56(b) of the Sanction Order and, upon receipt of such confirmation by the Monitor, the Sales and Excise Tax Charge and the Directors' Charge shall be terminated, discharged, expunged, and released in accordance with paragraph 56(b) of the Sanction Order.

GENERAL

10. **THIS COURT ORDERS** that any interested Person may, from time to time, apply to this Court on notice to all affected parties to amend, vary, supplement, or replace this Order, 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 Imperial CCAA Plan Administration Reserve Trust.

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



Chief Justice G.B. Morawetz

Schedule "A"

Imperial CCAA Plan Administration Reserve Trust Deed

THE IMPERIAL CCAA PLAN ADMINISTRATION RESERVE TRUST

THIS DEED is made as of the ____ day of August, 2025,

BETWEEN:

IMPERIAL TOBACCO CANADA LIMITED,
a corporation incorporated under the laws of
Canada (hereinafter referred to as the “**Settlor**”)
- and -

BMO TRUST COMPANY

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

WHEREAS pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) dated March 12, 2019, the Settlor and Imperial Tobacco Company Limited (together, “**Imperial**”) were granted protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and FTI Consulting Canada Inc. (“**FTI**”) was appointed as the CCAA monitor of Imperial (in such capacity, the “**Monitor**”);

AND WHEREAS pursuant to an Order of the CCAA Court dated September 27, 2023, a plan of compromise and arrangement in respect of Imperial was developed pursuant to the CCAA, the terms of which are set out in a document titled Fourth Amended and Restated Court-Appointed Mediator’s and Monitor’s CCAA Plan of Compromise and Arrangement concerning, affecting and involving Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited, dated August ___, 2025, as may be further amended, restated, modified or supplemented from time to time in accordance with the provisions thereof (the “**CCAA Plan**”);

AND WHEREAS pursuant to a further Order of the CCAA Court dated March 6, 2025, FTI was appointed as the CCAA Plan Administrator (in such capacity, the “**CCAA Plan Administrator**”) to, among other things, administer the CCAA Plan;

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

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

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

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

1. Interpretation

- (a) The relevant provisions of the CCAA Plan are hereby incorporated into this Deed and any capitalized term used but otherwise undefined herein shall have the meaning ascribed to it in the CCAA Plan.
- (b) The following terms shall be ascribed the following meanings:
 - (i) **"Accumulation Date"** means the later of,
 - A. the date which is the day immediately before the last day of the period 21 years from the date of this Deed; and
 - B. the date of the expiration of the maximum period during which income of this Trust could lawfully be accumulated under the laws of Ontario;
 - (ii) **"Beneficiaries"** means the Persons entitled to be paid Imperial CCAA Plan Administration Reserve Costs in accordance with the CCAA Plan;
 - (iii) **"CCAA Plan"** has the meaning set out in the recitals hereto;
 - (iv) **"CCAA Plan Administrator"** has the meaning set out in the recitals hereto;
 - (v) **"Deed"** means this deed of trust, as amended, restated or supplemented from time to time pursuant to the terms hereof;
 - (vi) **"FTI"** has the meaning ascribed thereto in the recitals hereto;
 - (vii) **"Imperial"** has the meaning ascribed thereto in the recitals hereto;
 - (viii) **"Income Tax Act"** means the *Income Tax Act*, Revised Statutes of Canada 1985, c.1 (5th Supplement) and the regulations thereunder, as amended;
 - (ix) **"Investment Guidelines"** means the guidelines and strategies for investing the assets of the Trust Fund attached hereto as Schedule B;
 - (x) **"Monitor"** has the meaning ascribed thereto in the recitals hereto;
 - (xi) **"Termination Date"** means:
 - A. such date after the administration of the CCAA Plan has been completed,
 - B. or such earlier date that it has been determined by the Trustees, in consultation with the CCAA Plan Administrator, that the Imperial CCAA Plan Administration Reserve is no longer required;
 - (xii) **"Trust"** means the trust created pursuant to this Deed;
 - (xiii) **"Trust Fund"** means any and all property held at any time by the Trustees, including any property which any Person may in accordance with the CCAA Plan, transfer, assign, convey or deliver to the Trustees, together with income, interest and any other revenues generated thereby or accretions or additions thereto and any property into which any of the foregoing may be converted or exchanged; and

(xiv) **"Trustees"** initially means the Original Trustee and at any other time means the Person or Persons holding office as trustee or trustees of any trust created under this Deed at such time.

(c) Words and expressions in any particular gender shall include the other genders as the context may permit and the singular shall include the plural and vice versa; and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Deed.

2. The Trust Fund

(a) The legal ownership of the Trust Fund shall be vested in and administered and managed exclusively by the Trustees in accordance with the terms of this Deed.

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

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

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

(e) The Trustees shall make payments from the Trust Fund to or on behalf of the Beneficiaries, on account of any Imperial CCAA Plan Administration Reserve Costs to which they are entitled under the CCAA Plan, solely in accordance with notices delivered in accordance with Section 10. The Trustees shall be entitled to rely on any notice received in accordance with Section 10 and shall not participate in processing, analyzing or approving any claim of any Beneficiary or of any other Person who shall claim the right to any payment from the Trust Fund on account of any Imperial CCAA Plan Administration Reserve Costs and shall bear no responsibility in this regard.

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

3. Administration of the Trust Fund

(a) Until the Termination Date:

(i) the Trustees shall pay or transfer such amounts in cash at such time or times and in such manner to any one or more of the Beneficiaries (even to the complete exclusion of any one or more of such Beneficiaries) in accordance with a notice from the CCAA Plan Administrator delivered in accordance with Section 10, and for greater certainty, amounts so paid or transferred to any Beneficiary other than a Province or Territory may be made from the capital of the Trust Fund and in partial or full satisfaction of the disposition of such Beneficiary's capital interest in the Trust in accordance with subsection 107(2) of the Income Tax Act, and in the meantime, the Trustees shall stand

possessed of the capital and income of the Trust Fund and invest and reinvest the Trust Fund in accordance with the Investment Guidelines and the Trustees shall until the Accumulation Date accumulate the whole or such part or parts of the income of the Trust Fund (which for greater certainty shall include interest and any other revenues) that shall not have been otherwise paid or applied and shall hold the same as an accretion to the capital of the Trust Fund for all purposes, provided that if after the Accumulation Date the Trustees are still holding the Trust Fund, they shall pay to or apply for the benefit of the Beneficiaries, or any one or more of them to the exclusion of the other or others, the whole of the net income, if any, derived from the Trust Fund and, for greater certainty, in exercising their discretion regarding such payment of income among the Beneficiaries, the Trustees may consult with the CCAA Plan Administrator;

- (ii) the payment of any amount pursuant to a notice provided in accordance with Section 10, as described in clause (i) of this subparagraph 3(a) above, shall constitute a discharge of the Trustees' duty to account for the use of such funds;
- (iii) subject to and in connection with any payment made pursuant to Section 3(a)(i), the Trustees shall have full, absolute and unfettered discretion from time to time and at any time or times to make or not make, any election, determination or designation or to do, or not do, any other act, deed or thing, or exercise any discretion or authority referred to in any provision or provisions of the Income Tax Act which it shall deem to be in the best interests of the Trust Fund and the Beneficiaries, or any one or more of them, including, without limiting the generality of the foregoing, to pay or transfer the whole or such part or parts of the income of the Trust Fund to any one or more Beneficiary in such shares or proportions, even to the complete exclusion of any one or more of the other or others, as the Trustees shall think fit, whether or not such would have the effect of conferring an advantage on any one or more of the Beneficiaries at the expense of any one or more of the other Beneficiaries or could otherwise be considered but for the foregoing as not being an impartial exercise by the Trustees of their duties hereunder or as not being the maintaining of an even hand among the Beneficiaries, and all such exercises of their discretion shall be binding upon all the Beneficiaries; and for greater certainty, in exercising their discretion in this regard, the Trustees may consult with the CCAA Plan Administrator; and
- (iv) the Trustees shall withhold and deduct from any amount paid or distributed pursuant to the terms of this Deed any amount required by law to be withheld and deducted on account of taxes, and the Trustees shall duly remit any such withheld or deducted amount on a timely basis to the relevant tax authority.

(b) Upon the Termination Date, the Trustees shall pay and transfer the Trust Fund then remaining and the income thereon, if any, to the Provinces and Territories in accordance with the percentages set out in the table in Article 16, Section 16.3 of the CCAA Plan.

(c) The Trustees shall maintain accurate and detailed books, records and accounts regarding the administration of the Trust Fund and the payment of expenses and taxes thereof in detail and for such period of time ending not less than seven years following the Termination Date. The Trustees shall make such books, records and accounts available to the CCAA Plan Administrator as requested by the CCAA Plan Administrator in writing. In addition, the Trustees shall provide within 10 calendar days of the end of each month, a report to the CCAA Plan Administrator in respect of the Trust Fund indicating all receipts, disbursements and investments, including the composition of all investment portfolios and investment performance

(collectively, the “**Account Details**”), in the previous month. For the avoidance of doubt, the Trustees shall provide the CCAA Plan Administrator with online access to view the Account Details.

(d) With the assistance of tax advisors, the Trustees shall prepare and file all trust tax and information returns required to be prepared in respect of the Trust or the Trust Fund in accordance with the provisions of the Income Tax Act and any other applicable tax legislation. For greater certainty, such tax returns shall accurately report all income of the Trust for the taxable period covered by such tax returns.

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

4. Powers of the Trustees

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

(a) Additions to the Trust Fund

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

(b) Investments

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

(c) Related Party Investment Offerings

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

(d) Rights Incidental to Ownership

To exercise any voting rights and other rights incidental to the ownership of any investments or other property included in the Trust Fund, to grant proxies and to participate in any plan or arrangement for the dissolution, merger or reorganization of any corporation or

partnership whose shares, bonds, interests or securities are included in the Trust Fund and generally to do any act with respect to the investments or other property included in the Trust Fund that would be within their powers if they were the absolute owners of such investments or other property included in the Trust Fund.

(e) **Disposition of Trust Property**

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

(f) **Power To Insure**

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

(g) **Agreements**

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

(h) **Settlement of Claims**

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

(i) **Limited Liability**

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

(j) **Professional Advice**

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

(k) **Cash Deposits**

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

(l) **Documents of Title**

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

(m) **Signing Authority**

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

5. Liability of Trustees

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

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

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

6. Expenses and Remuneration of Trustees

(a) The Trustees shall be fully indemnified out of the Trust Fund for all reasonable and documented expenses and liabilities incurred by them in the performance of their responsibilities as Trustees under this Deed, other than pursuant to Section 6(b).

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

(c) The Trustees shall be entitled to receive out of the capital or the income of the Trust Fund such remuneration for their services and other compensation provided for in the fee schedule set out in Schedule C (the "**Fee Schedule**"). The terms of the Fee Schedule shall be

valid and binding in all respects to fix the compensation payable to the Trustees as though the Fee Schedule was expressly embodied in this Deed.

7. Resignation and Removal of Trustee

(a) If any Trustee gives notice in accordance with Section 7(b) of its desire to withdraw and be discharged from the trusts hereof or shall be removed in accordance with subparagraphs (c), or (d) of this Section 7 or shall refuse to act, then the CCAA Plan Administrator shall by deed appoint one or more Persons a Trustee or Trustees in place of the Trustee so desiring to withdraw and be discharged, removed, or refusing to act.

(b) Any Trustee may at any time resign by giving 10 Business Days' written notice to the CCAA Plan Administrator in accordance with Section 10, provided that an outgoing Trustee shall continue to fulfill its obligations under this Deed until a successor trustee has accepted its appointment as Trustee and shall execute such documents and do such transfers that may be necessary for vesting of the Trust Fund in the new or continuing Trustees.

(c) The CCAA Plan Administrator may at any time by giving 7 Business Days' written notice in accordance with Section 10 remove any Trustee and following 7 Business Days' of the provision of such notice, such Trustee shall cease to be a Trustee for all intents and purposes except as to acts and deeds necessary for vesting of the Trust Fund in the new or continuing Trustees.

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

8. Trust Irrevocable

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

9. Amendment

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

10. Communication, Schedules, Notice and Consultation

(a) Any communication, schedule or notice provided by the CCAA Plan Administrator to the Trustees in accordance with this Deed shall be in writing and signed by an authorized Person of the CCAA Plan Administrator, and the Trustees shall be fully protected in acting in accordance with such communication. The CCAA Plan Administrator shall from time to time furnish to the Trustees a certificate in the form of Schedule D setting out the name(s) of persons authorized to communicate on behalf of the CCAA Plan Administrator. The Trustees

shall be entitled to rely on any communication, schedule or notice provided in accordance with this Section 10 without further diligence or inquiry.

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

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

(i) If to the Original Trustee to:

BMO Trust Company
First Canadian Place
100 King Street West, 42nd Floor
Toronto, Ontario M5X 1A1
Attention: Bob Mathew
Email: bob.mathew@bmo.com

(ii) If to the CCAA Plan Administrator to:

FTI Consulting Canada Inc.
79 Wellington Street West, Suite 2010
Toronto, Ontario M5K 1G8
Attention: Kamran Hamidi
Email: kamran.hamidi@fticonsulting.com

with a copy which shall not constitute notice to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7
Attention: Natasha MacParland
Email: nmacparland@dwpv.com

11. Designation of Trust

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

12. Governing Law

The validity and effect of this Deed and the construction of the provisions of this Deed shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Settlor and the Trustees irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the CCAA Court over any action or

proceeding arising out of or relating to this Deed, (ii) agrees to commence such an action or proceeding in the CCAA Court, (iii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such CCAA Court, and (iv) agrees not to assert that such CCAA Court is not a convenient forum for the determination of any such action or proceeding.

13. Execution of Deed

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

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

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

**IMPERIAL TOBACCO CANADA
LIMITED**
(Settlor)

by _____
Name:
Title:

by _____
Name:
Title:

BMO TRUST COMPANY
(Original Trustee)

by _____
Name:
Title:

by _____
Name:
Title:

**SCHEDULE A
INITIAL CONTRIBUTION**

See attached.

SCHEDULE B INVESTMENT GUIDELINES

Investment Guidelines

For The Imperial CCAA Plan Administration Reserve Trust

Date: August ■, 2025

• 1. Purpose

These Investment Guidelines govern the investment of funds held in The Imperial CCAA Plan Administration Reserve Trust.

• 2. Investment Objectives

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

The objectives are as follows:

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

• 3. Permitted Investments

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

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

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

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

- **4. Asset Allocation Guidelines**

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

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

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

- **5. Liquidity**

Liquidity requirements are assumed to be high, with **ready access to funds** across all accounts within scope, unless otherwise determined in consultation with the CCAA Plan Administrators. **In such cases, short-term investment certificates may be used selectively.**

- **6. Risk Management**

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

- **7. Review and Amendments**

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

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

Amendments require approval from the CCAA Court.

**SCHEDULE C
FEE SCHEDULE**

See attached.

Trustee Services Fee Schedule

The compensation payable to BMO Trust Company for its services as trustee in relation to the Imperial CCAA Plan Administration Reserve Trust (the “Trust”) arising from the Third Amended and Restated Court Appointed Mediator’s and Monitor’s *Companies’ Creditors Arrangement Act* (Canada) (CCAA) Plan of Compromise and Arrangement concerning, affecting and involving Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited as may be amended, restated or supplemented from time to time shall be as follows:

Annual Trustee Fee

An annual trustee fee of 0.04% payable on the average market value of assets under administration (the “Percentage Fee” and “Average Market Value”).

Subject to an annual minimum fee of \$5,000 (the “Minimum Fee”).

Out-of-Pocket Expenses

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

Payment of Compensation

The compensation to which BMO Trust Company will be entitled under this agreement will become payable from the commencement of the administration of the Trust and will be payable quarterly.

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

SCHEDULE D

AUTHORIZED PERSONS CERTIFICATE

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

RE: The trust known and designated as “The Imperial CCAA Plan Administration Reserve Trust” (the “**Trust**”)

DATED: As of ■, 2025

WHEREAS the Trust was established pursuant to a deed of trust (the “**Deed**”) made as of the ■ day of ■, 2025 between Imperial Tobacco Canada Limited as Settlor and BMO Trust Company as Trustee;

AND WHEREAS subparagraph 10(a) of the Deed provides that FTI Consulting Canada Inc., in its capacity as CCAA Plan Administrator (the “**CCAA Plan Administrator**”) shall from time to time furnish to the Trustee a certificate setting out the names of the authorized persons to communicate to the Trustee on behalf of the CCAA Plan Administrator;

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

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

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

[Signature page follows.]

Dated the date first written above.

FTI CONSULTING CANADA INC.,
in its capacity as CCAA Plan
Administrator and not in its personal
or corporate capacity

by: _____
Name: Kamran Hamidi
Title: Senior Managing Director

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 **IMPERIAL TOBACCO CANADA LIMITED AND IMPERIAL
TOBACCO COMPANY LIMITED**

Applicants

Court File No. CV-19-00616077.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

**PLAN ADMINISTRATION RESERVE TRUST
ORDER**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Email: nmacParland@dwpv.com
Tel: 416.863.5567

Chanakya A. Sethi (LSO# 63492T)
Email: csethi@dwpv.com
Tel: 416.863.5516

Lawyers for FTI, in its capacity as CCAA Plan
Administrator