

**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 IMPERIAL TOBACCO CANADA  
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

APPLICANTS

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**MOTION RECORD OF IMPERIAL TOBACCO CANADA LIMITED AND  
IMPERIAL TOBACCO COMPANY LIMITED**  
(Motion in Writing for Limited Lift of Stay)

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March 6, 2020

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**TO: THE COMMON SERVICE LIST**

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

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

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

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

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

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# **TABLE OF CONTENTS**

**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 IMPERIAL TOBACCO CANADA  
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

APPLICANTS

**TABLE OF CONTENTS**

<b>TAB</b>	<b>DOCUMENT</b>	<b>PAGE</b>
1.	Notice of Motion	1
2.	Affidavit of Nancy Roberts, sworn March 6, 2020	7
A.	Exhibit "A" – Letter from Ottawa's counsel dated February 21, 2020	15
B.	Exhibit "B" – Notice of Application in Court File No. 19-81809 issued October 25, 2019	18
C.	Exhibit "C" – 1981 40 Percent Agreement dated May 26, 1981	35
D.	Exhibit "D" – Genstar Eastern Assumption Agreement dated March 30, 1989	51
E.	Exhibit "E" – Imasco Assumption Agreement dated November 1, 1996	74
F.	Exhibit "F" – Second Amended and Restated Initial Order dated March 12, 2019	85
3.	Draft Order (Limited Lift of Stay)	120

# TAB 1

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

**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 IMPERIAL TOBACCO CANADA  
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

APPLICANTS

**NOTICE OF MOTION  
(Motion for limited lift of stay)**

The Applicants will make a motion before the Honourable Justice McEwen of the Ontario Superior Court of Justice (Commercial List) at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard in writing.

**THE MOTION IS FOR:**

1. An Order substantially in the form included at Tab 3 of the Motion Record (the **“Proposed Order”**):
  - (a) if necessary, abridging the time for service of this Notice of Motion and the Motion Record and dispensing with service on any person other than those served;
  - (b) partially lifting the stay imposed by paragraph 18 of the Second Amended and Restated Initial Order (the **“Initial Order”**) for the sole and limited purpose of permitting Imperial Tobacco Canada Limited (**“ITCAN”**) to be added as a respondent to the application brought by the City of Ottawa (**“Ottawa”**) bearing Court File No. 19-81809 (the **“Application”**) and to exercise any rights it is entitled to as a respondent to the Application, and to allow the Application to continue; and

(c) such further and other relief as this Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

**A. Overview**

1. Pursuant to various contracts described in greater detail below, ITCAN may have a contractual right to receive certain lands from Ottawa (the “**Campeau Lands**”) if certain preconditions are satisfied.

2. On February 21, 2020, ITCAN was advised that the position taken by ClubLink Corporation ULC (“**ClubLink**”) in the Application threatened to extinguish ITCAN’s potential contractual rights relating to the Campeau Lands.

3. The Applicants are seeking the Proposed Order so that ITCAN may participate in the Application with the objective of preserving any contractual rights in the interests of all CCAA stakeholders.

4. The Application is not related to any Tobacco Claims (as defined in the Initial Order) and permitting ITCAN to participate in the Application will not result in any unfairness or prejudice to any Tobacco Claim stakeholders.

**B. Background: The Initial Order and the Stay**

5. The Applicants were granted protection from their creditors under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) on March 12, 2019.

6. The Initial Order granted a broad stay of proceedings until April 11, 2019, or such later date as this Court may order (as extended by further court orders, the “**Stay Period**”) that, among other things, provides that “**no proceeding or enforcement process in any court or tribunal ... shall be commenced, continued or take place by ... the Applicants ... or affecting the Business or the Property ...** except with leave of this Court” (emphasis added).

7. The Court has extended the Stay Period until and including September 30, 2020.

**B. ITCAN's contractual rights relating to the Campeau Lands**

8. The Campeau Lands are comprised of approximately 1400 acres of land located in Ottawa.

9. In an agreement dated May 26, 1981 (the "**1981 40 Percent Agreement**"), Campeau Corporation ("**Campeau**") and the City of Kanata ("**Kanata**", now Ottawa) agreed to reserve 40 percent the Campeau Lands for open space for recreation and natural environment purposes, which included a proposed privately held golf course (the "**Golf Course Lands**") that was retained by Campeau while the remainder of the 40 percent was to be transferred to Kanata.

10. The parties to the 1981 40 Percent Agreement agreed that they would transfer ownership of the Campeau Lands and / or the Golf Course Lands to the other party in certain circumstances as follows:

- (a) With respect to the Golf Course Lands specifically, subsection 5(4) of the 1981 40 Percent Agreement provides that if "Campeau desires to discontinue the operation of the golf course and it can find no other persons to acquire or operate it, then it shall convey the golf course (including lands and buildings) to Kanata at no cost and if Kanata accepts the conveyance, Kanata shall operate or cause to be operated the land as a golf course subject to the provisions of paragraph 9."
- (b) With respect to the Campeau Lands in general, Section 9 of the 1981 40 Percent Agreement provides that if "any of the land set aside for open space for recreation and natural environmental purposes ceases to be used for recreation and natural environmental purposes by Kanata then the owner of the land, if it is Kanata, shall reconvey it to Campeau at no cost unless the land was conveyed to Kanata as in accordance with Section 33(5)(a) or 35b of the *Planning Act*."

11. As a result of various transactions and agreements set out in the affidavit of Nancy Roberts sworn March 6, 2020 in connection with this motion, ITCAN is now arguably the beneficiary of Campeau's rights under Section 9 of the 1981 40 Percent Agreement described above.

**C. The Application and ITCAN's potential contractual rights**

12. In the context of the Application, ClubLink has taken the position that the 1981 40 Percent Agreement is void because it violates the rule against perpetuities, was outside Kanata's powers at the time it entered into it, or was an illegal fettering of Kanata's discretion.

13. By letter dated February 21, 2020, ITCAN was notified by Ottawa of the pending Application.

14. The Application had been scheduled to be heard on February 27 – 28, 2020 but was adjourned to provide ITCAN with time to review the Application materials and to participate in the Application if it chose to do so.

15. The voiding of the 1981 40 Percent Agreement would adversely impact ITCAN's rights, if any, in connection with the Campeau Lands under the 1981 40 Percent Agreement.

16. ITCAN is seeking a limited lifting of the stay to allow it to participate in the Application with the objective of preserving any contractual rights under the 40 Percent Agreement in the interests of all stakeholders.

17. The Monitor supports the granting of the Proposed Order.

**D. Other Grounds**

18. Paragraph 63 of the Initial Order.

19. Sections 11 and 11.02 of the *CCAA*.

20. Rules 2.03, 3.02, and 37 of the *Rules of Civil Procedure*, RRO Reg 194.

21. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The affidavit of Nancy Roberts, sworn March 6, 2020.



2. Such further and other evidence as counsel may advise and this Court may permit.

March 6, 2020

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**TO: THE COMMON SERVICE LIST**

**006** 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

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

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*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at Toronto

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**NOTICE OF MOTION**  
**(Motion for limited lift of stay)**

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# TAB 2

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

**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 IMPERIAL TOBACCO CANADA LIMITED  
AND IMPERIAL TOBACCO COMPANY LIMITED

APPLICANTS

**AFFIDAVIT OF NANCY ROBERTS**

**(Sworn March 6, 2020)**

I, Nancy Roberts, of the City of Toronto, in the municipality of Metropolitan Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. This affidavit is made in support of a motion by Imperial Tobacco Canada Limited (“**ITCAN**”) and Imperial Tobacco Company Limited (with ITCAN, the “**Applicants**”) for an order partially lifting the stay imposed in paragraph 18 of the Second Amended and Restated Initial Order (the “**Initial Order**”) for the sole and limited purpose of permitting ITCAN to be added as a respondent to an application commenced by the City of Ottawa (“**Ottawa**”) bearing Court File No. 19-81809 (the “**Application**”) and to exercise any rights it is entitled to as a respondent to the Application, and to allow the Application to continue. The Application has no relationship with Tobacco Claims (as defined in the Initial Order) and instead relates to a stand-alone issue, namely the contractual rights, if any, of ITCAN in certain lands located in the City of Ottawa and that are subject to a series of agreements described below.

2. I am a partner at Osler, Hoskin and Harcourt LLP, counsel to the Applicants. I have reviewed certain correspondence from Ottawa to ITCAN relating to the Application and the

materials filed by the parties in the Application. As a result of my review of those materials and my involvement in this matter, I have personal knowledge of the facts set out in this affidavit, with the caveat that ITCAN is continuing to investigate its interests in the Application and facts may change over the course of time or as the case evolves.

**A. The Application and its possible impact on ITCAN's contractual rights**

3. By letter dated February 21, 2020, Ottawa's counsel advised ITCAN of the pending Application that may impact the interests of ITCAN as corporate successor of Imasco Enterprises Inc. ("**Imasco**"). In particular, Ottawa's counsel advised that the Application concerned certain lands located in Ottawa, that Ottawa may be contractually obligated to convey the lands to ITCAN as successor to Imasco in certain circumstances, and that the position taken by the respondent Clublink Corporation ULC ("**Clublink**") put ITCAN's contractual rights at risk. A copy of the February 21 letter is attached as Exhibit "A".

4. Ottawa's counsel also provided ITCAN a copy of its Notice of Application, a copy of which is attached as Exhibit "B". ITCAN subsequently received Ottawa's Application Record in the Application. A review of Ottawa's Notice of Application and Application Record discloses the following:

- (a) The Application directly relates to a portion of approximately 1400 acres of land in Ottawa (the "**Campeau Lands**"), a portion of which was owned by Campeau Corporation ("**Campeau**") until 1989. By agreement dated May 26, 1981 (the "**1981 40 Percent Agreement**"), Campeau and the City of Kanata ("**Kanata**", now Ottawa) agreed to reserve 40 percent of the Campeau Lands for open space for recreation and natural environment purposes, which included lands for a proposed privately held golf course (the "**Golf Course Lands**"). The remainder of the 40

percent was to be transferred to Kanata. A copy of the 1981 40 Percent Agreement, registered as Instrument Number NS140350 on January 8, 1982, is attached as Exhibit “C”.

- (b) The parties to the 1981 40 Percent Agreement agreed to transfer ownership of the Campeau Lands and / or the Golf Course Lands to the other party in certain circumstances as follows:
- (i) With respect to the Golf Course Lands specifically, subsection 5(4) of the 1981 40 Percent Agreement provides that if “Campeau desires to discontinue the operation of the golf course and it can find no other persons to acquire or operate it, then it shall convey the golf course (including lands and buildings) to Kanata at no cost and if Kanata accepts the conveyance, Kanata shall operate or cause to be operated the land as a golf course subject to the provisions of paragraph 9.”
  - (ii) With respect to the Campeau Lands in general, Section 9 of the 1981 40 Percent Agreement provides that if “any of the land set aside for open space for recreation and natural environmental purposes ceases to be used for recreation and natural environmental purposes by Kanata then the owner of the land, if it is Kanata, shall reconvey it to Campeau at no cost unless the land was conveyed to Kanata as in accordance with Section 33(5)(a) or 35b of the *Planning Act*.”

- (c) Ownership of the Golf Course Lands has changed in the decades since the 1981 40 Percent Agreement was entered into as described below:
- (i) Genstar Development Company Eastern Ltd. (“**Genstar Eastern**”) purchased the Campeau Lands, including the Golf Course Lands, by agreement dated February 24, 1989. In addition, in an agreement made March 30, 1989 between Campeau, Genstar Eastern and Kanata, Campeau assigned to Genstar Eastern (together with its successors and assigns) all of Campeau’s right, title and interest in, among other things, the 1981 40 Percent Agreement (the “**Genstar Eastern Assumption Agreement**”). A copy of the Genstar Eastern Assumption Agreement that was registered as Instrument No. L607395 on March 30, 1989 is attached as Exhibit “D”.
  - (ii) In January 1997, an application was made to amend the name of the owner of the Golf Course Lands from Genstar Eastern to Imasco as a result of an amalgamation.
  - (iii) A transfer of land with respect to the Golf Course Lands from Imasco to Clublink Capital Corporation was registered on January 8, 1997. ClubLink is the corporate successor to ClubLink Capital Corporation and is the current owner of the Golf Course Lands.
- (d) By assumption agreement dated November 1, 1996 between Imasco, ClubLink Capital Corporation and Kanata (the “**Imasco Assumption Agreement**”), ClubLink Capital Corporation assumed Imasco’s obligations under, among other things, the 1981 40 Percent Agreement as they relate to the Golf Course Lands. A copy of the Imasco Assumption Agreement that was registered as Instrument No.

LT1020197 on January 8, 1997 is attached as Exhibit “E”. Under the Imasco Assumption Agreement, ClubLink Capital Corporation was assigned the benefits of the agreement as it relates to the Golf Course Lands, except for the rights and benefits under s. 9 of the 1981 40 Percent Agreement that were retained by Imasco:

2. Assignment: Imasco hereby assigns, transfers and sets over under the Purchaser, as of the date hereof, for its sole use and benefit, all of Imasco’s right, title and interest in and to the 40 Percent Agreement and the Golf Club Agreement to the extent they relate to the whole or any part of the Golf Club Lands, together with all benefits and advantages to be derived therefrom and all covenants and agreements in connection therewith, save and except for the rights and benefits contained in Section 9 of the 1981 Agreement, to have and to hold the same to the Purchaser and its successors and assigns. [emphasis added]

5. Portions of the Campeau Lands, outside of the Golf Course Lands, appear to have been transferred to Ottawa and therefore are subject to s. 9 of the 1981 40 Percent Agreement.

6. ITCAN, by way of several amalgamations, is the corporate successor to Imasco. Therefore, it may be entitled to the rights and benefits, if any, under Section 9 of the 1981 40 Percent Agreement retained by Imasco.

7. In the Application, Ottawa has taken the position that Clublink has violated obligations relating to the Golf Course Lands Clublink assumed in the Imasco Assumption Agreement by proposing to discontinue operating a golf course on the Golf Course Lands but failing to convey the Golf Course Lands to Ottawa pursuant to subsection 5(4) of the 1981 40 Percent Agreement. In response, Clublink has taken the position that the 1981 40 Percent Agreement is void because it violates the rule against perpetuities, was outside Kanata’s powers at the time it entered into it, or was an illegal fettering of Kanata’s discretion.



8. If a Court finds that the 1981 40 Percent Agreement is void, it would adversely impact ITCAN's rights, if any, in connection with the Campeau Lands under the 1981 40 Percent Agreement.

**B. ITCAN is seeking to partially lift the stay in order to be added as a party to the Application and to protect its contractual rights**

9. The Application was originally scheduled to be heard on February 27 – 28, 2020. However, the Application was adjourned to provide ITCAN with time to review the Application materials and to participate in the Application if it chose to do so.

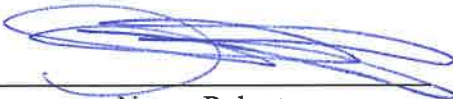
10. Paragraph 18 of the Initial Order imposes a broad stay of proceedings that, among other things, provides that “**no proceeding** or enforcement process in any court or tribunal ... **shall be commenced, continued or take place by, against or in respect of the Applicants ... or affecting the Business or the Property** ... except with leave of this Court” (emphasis added). A copy of the Initial Order is attached as Exhibit “F”.

11. The Applicants are seeking the order described in paragraph 1 of this affidavit to allow ITCAN to participate in the Application with the objective of preserving ITCAN's contractual rights under the 40 Percent Agreement, if any, in the interests of all CCAA stakeholders.

12. I understand that the Application is expected to be argued over two days. In addition, I understand that the Monitor supports the Applicants' request that the stay be partially lifted for the sole and limited purpose of allowing ITCAN to be added as a party to the Application.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 6th day of March, 2020.

Waleed Malik  
Commissioner for Taking Affidavits  
WALEED MALIK  
LSO # 678460

  
\_\_\_\_\_  
Nancy Roberts

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

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

APPLICANTS

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

Proceeding commenced at Toronto

**AFFIDAVIT OF NANCY ROBERTS**  
(Sworn March 6, 2020)

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8

Deborah Glendinning (LSO# 31070N)  
Marc Wasserman (LSO# 44066M)  
John A. MacDonald (LSO# 25884R)  
Craig Lockwood (LSO# 46668M)

Tel: (416) 362-2111  
Fax: (416) 862-6666

Lawyers to the Applicants, Imperial Tobacco Canada  
Limited and Imperial Tobacco Company Limited

Matter No: 1144377

# TAB A

This is Exhibit "A" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

*Walter M. M. M.*  
.....

A Commissioner for Taking Affidavits

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**BLG**  
 Borden Ladner Gervais

**File No. 304995/000525**

February 21, 2020

**Delivered by Email (tamara\_gitto@bat.com)**

Tamara Gitto  
 Vice President, Legal and External Affairs  
 Imperial Tobacco Canada Limited  
 3711 Saint-Antoine Street West  
 Montreal, QC H4C 3P6

Dear Ms. Gitto:

**Re: City of Ottawa ats ClubLink ats Kanata Greenspace Protection Coalition  
 Court File No.: 19-81809**

We are lawyers for the City of Ottawa ("City"). We are writing to notify you of an Application in the Ontario Superior Court of Justice which may impact the interests of Imperial Tobacco Canada Limited ("Imperial") as corporate successor of Imasco Enterprises Inc. ("Imasco"). This Application is set to be argued next Thursday and Friday in Ottawa, unless Imperial takes the position that an adjournment is required.

We are attaching the City's Notice of Application in Court File No. 19-81809. This case is about the enforcement of a series of contracts in relation to certain lands in Ottawa ("Golf Course Lands").

The current owner of the Golf Course Lands is the Respondent ClubLink Corporation ULC ("ClubLink"). ClubLink acquired the Golf Course Lands from Imasco in 1997.

The City is seeking to enforce certain contractual obligations in relation to the Golf Course Lands that were assumed by Clublink when it acquired the land from Imasco. These obligations are set out in the ClubLink Assumption Agreement dated November 1, 1996 between ClubLink, Imasco and The Corporation of the City of Kanata (now the City).

The City's position is that ClubLink has formed a desire to discontinue operating a golf course on the lands, and as a result is in breach of contract for failing to offer to convey the Golf Course Lands to the City at no cost. In short, the City is relying on the contract and seeks to enforce it.

The ClubLink Assumption Agreement provides that **if** the City assumes ownership of the land, and **if** the City ceases to use the land for recreational and natural environmental purposes, it must convey the land to Imasco.

ClubLink has just served its responding factum. It has taken the position that the agreement is void *ab initio* as it was *ultra vires* the municipality to enter into the series of agreements at issue in the case. The City was not previously aware that ClubLink would be taking this position.

In light of ClubLink's legal position, it seems likely that the court will ask the parties whether Imperial had notice of the Application, in light of the fact that it may have an interest in the outcome.

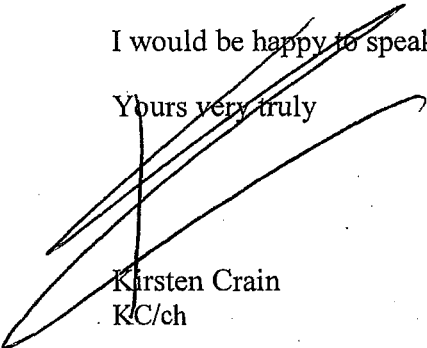
As a practical matter, it seems highly unlikely that a circumstance would ever arise whereby the City would be conveying the Golf Course Lands to Imperial. Nevertheless, unless there are other agreements between ClubLink and Imperial that the City is not aware of, it seems that Imperial may have some residual rights pursuant to the agreements at issue here. Any such rights would be at risk of the court declares the contract void *ab initio*.

This Application is of considerable local interest. A community group has been granted intervenor status, and we have been told that a bus has been arranged by the community to transport people to court next week for the Application.

We would be grateful for you would advise us at your earliest opportunity whether Imperial takes an interest in these proceedings, or seeks to be added as a Responding Party. In that event, we would be grateful if you would confirm that you are able to accept electronic service of the Application Record.

I would be happy to speak at your convenience.

Yours very truly



Kirsten Crain  
KC/ch

cc. Matthew Gottlieb / James Renihan / John Carlo Mastrangelo (Lax O'Sullivan Lisus Gottlieb LLP)  
Mark R. Flowers (Davies Howe LLP)  
Alyssa Tomkins / Charles Daoust (Caza Saikaley LLP)

Encl Notice of Application  
Clublink Assumption Agreement  
1981 40% Agreement

# TAB B



This is Exhibit "B" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

  
.....

A Commissioner for Taking Affidavits

Court File No. 19-81809

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)



CITY OF OTTAWA

Applicant

and

CLUBLINK CORPORATION ULC

Respondent

**NOTICE OF APPLICATION**

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on \_\_\_\_\_ at \_\_\_\_\_, at 161 Elgin Street, Ottawa, ON K2P 2K1.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

-2-

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date OCT 25 2019

Issued by

  
Local RegistrarAddress of court office: 161 Elgin Street  
Ottawa, ON K2P 2K1

TO: ClubLink Corporation ULC  
15695 Dufferin Street  
King City, ON L7B 1K5

**APPLICATION**

1. The Applicant, the City of Ottawa, makes application for:
  - (a) A Declaration that the obligations of ClubLink Corporation ULC in s. 3 of the ClubLink Assumption Agreement (as defined below) and the underlying 40% Agreement (as defined below) remain valid and enforceable;
  - (b) An Order that within 21 days ClubLink Corporation ULC must either: 1) withdraw its Zoning By-law Amendment application and Plan of Subdivision application received by the City of Ottawa on October 8, 2019, or; 2) offer to convey the Golf Course Lands (as described below) to the City of Ottawa at no cost;
  - (c) A Declaration that pursuant to s. 7 & 9 of the 1981 40% Agreement and s. 10 & 11 of the ClubLink Assumption Agreement, if the City of Ottawa accepts a conveyance of the Golf Course Lands, it is not thereafter obliged to reconvey the Golf Course Lands to ClubLink Corporation ULC so long as it uses the Golf Course Lands as open space for recreation and natural environmental purposes, irrespective of whether it continues operation of the golf course;
  - (d) An Order that this application be heard on an expedited basis;
  - (e) In the alternative to (d) an order for interim or interlocutory injunctive relief if requested;
  - (f) The costs of this proceeding, plus all applicable taxes; and
  - (g) Such further and other relief as to this Honourable Court may seem just.

2. The grounds for the application are:

- (a) In 1979, Campeau Corporation ("Campeau") owned 1400 acres of land in what was then the City of Kanata ("Kanata"), which consisted of two adjacent parcels of land, the so-called Marchwood lands and Lakeside lands ("Campeau Lands").
- (b) Campeau's plan at that time was to develop the Campeau Lands, including by building homes and neighborhoods, and by expanding an existing 9-hole golf course into an 18-hole golf course.
- (c) In order to obtain Kanata's support for the necessary applications for Official Plan Amendments, Campeau proposed that 40% of the Campeau Lands would be reserved as open space for recreation and natural environmental purposes, consisting of: natural environmental areas; lands to be dedicated for park purposes; a storm water management area, and; the proposed 18-hole golf course.
- (d) Campeau and Kanata subsequently entered into an agreement dated May 26, 1981 to reserve 40% of the Campeau Lands as open space for recreation and natural environmental purposes ("1981 40% Agreement").
- (e) Campeau and Kanata agreed in section 5(4) of the 1981 40% Agreement that, "In the event that Campeau desires to discontinue the operation of the golf course and it can find no other person to acquire or operate it, then it shall convey the golf course (including lands and buildings) to Kanata at no cost and if Kanata accepts the conveyance, Kanata shall operate or cause to be operated the land as a golf course subject to the provisions of paragraph 9."

-5-

- (f) Section 9 of the 1981 40% Agreement provides that, “In the event that any of the land set aside for open space for recreation and natural environmental purposes ceases to be used for recreation and natural environmental purposes by Kanata then the owner of the land, if it is Kanata, shall reconvey it to Campeau at no cost...”.
- (g) Pursuant to s. 9 of the 1981 40% Agreement, Kanata was not required to reconvey the lands so long as it continued to use the land for a golf course or otherwise as open space for recreational and natural environmental purposes.
- (h) The 1981 40% Agreement also contemplates the potential sale of the golf course. The City obtained a contractual right of first refusal. Campeau also agreed that if sold the golf course, the new owners would enter into an agreement with Kanata providing for the operation of the golf course in perpetuity.
- (i) In subsequent agreements dated June 10, 1985 and December 29, 1988 between Campeau and Kanata, they confirmed the location of the golf course within the Campeau Lands (collectively “Golf Course Agreement”).
- (j) The legal description of the Golf Course Lands are attached as Appendix “A”.
- (k) The 1981 40% Agreement contemplated further study to determine with precision where within the Campeau Lands the open space lands for recreational and natural environmental purposes would be. Kanata and Campeau entered into a further agreement dated December 20, 1988 (“1988 40% Agreement”) identifying the lands. Together the 1981 40% Agreement and 1988 40% Agreement are referred to as the “40% Agreement”.

-6-

- (l) Ownership of the Golf Course Lands has changed over the decades. Genstar Development Company Eastern Ltd. (“Genstar”) purchased the Golf Course Lands from Campeau in 1989. ClubLink Capital Corporation purchased the Golf Course Lands from Genstar in 1996. Subsequent to a series of amalgamations, ClubLink Corporation ULC (“ClubLink”) is the corporate successor to ClubLink Capital Corporation. ClubLink is the current owner of the Golf Course Lands.
- (m) ClubLink entered into an agreement with Kanata and Imasco Enterprises Inc. (Genstar’s successor) dated November 1, 1996 whereby it assumed Campeau’s obligations under the 40% Agreement and the Golf Course Agreement (“ClubLink Assumption Agreement”).
- (n) On January 1, 2001, by operation of the *City of Ottawa Act, 1999*, SO 1999, c. 14, Sch. E, twelve municipalities including Kanata and the Regional Municipality of Ottawa Carleton were dissolved, and the Applicant the City of Ottawa (“City” or “Ottawa”) was constituted. The City stands in the place of Kanata. All the assets and liabilities of Kanata, including all rights, interests, entitlements and contractual benefits and obligations became assets and liabilities of Ottawa.
- (o) The public uses the Golf Course Lands for recreational purposes, including for cross-country skiing in the winter.
- (p) ClubLink desires to discontinue the operation of the golf course. It intends to redevelop the Golf Course Lands with homes and roads. In furtherance of its redevelopment plans, on October 8, 2019 it submitted applications under the

-7-

*Planning Act* for a Zoning By-law Amendment and Plan of Subdivision (“Planning Applications”).

- (q) ClubLink’s obligation to offer to convey the Golf Course Lands and the City’s entitlement to receive and accept such an offer is in the nature of a personal right that was properly assigned and assumed by ClubLink.
- (r) ClubLink has failed to offer to convey the Golf Course Lands to the City at no cost in accordance with s. 5(4) of the 1981 40% Agreement, which was assumed by ClubLink in s. 3 of the ClubLink Assumption Agreement. Accordingly, ClubLink is in breach of its contractual obligations to the City. Alternatively, ClubLink’s conduct constitutes anticipatory repudiation of its contractual obligations for which the City seeks specific performance.
- (s) The 1981 40% Agreement was registered on title of the Campeau Lands. The 40% Agreement, Golf Course Agreement and ClubLink Assumption Agreement are all registered on title of the Golf Course Lands.
- (t) Over the decades, the Campeau Lands have been subdivided and sold. They are now owned by hundreds of separate individuals, developers and other entities. Residential street, roadways, park space and other services are on the Campeau Lands, marking the area as a developed suburb on the western flank of Ottawa.
- (u) One or both of the 40% Agreement and Golf Course Agreement are part of the subdivision agreements registered on the Golf Course Lands. As such, they are governed by the *Planning Act*, RSO 1990, c P. 13 and its predecessors. At all



-8-

relevant times, the *Planning Act* confirmed that such agreements are binding on current owners and all subsequent owners.

- (v) Damages for ClubLink's breach of contract are an inadequate remedy. The consequence of its breach is that protections concerning the continued use of the Golf Course Lands as open space for recreation and natural environmental purposes will be lost. This loss will not only be borne by the City, but by the City's residents, in particular those residents who live or own homes adjoining or near the Golf Course Lands.
- (w) Further, ClubLink's continuing breach is prejudicing the City in respect of the City's planning review process that has now been triggered by ClubLink's Planning Applications. Given widespread public opinion that ClubLink "cannot" develop the Golf Course Lands, the City will not be able to obtain meaningful public input about ClubLink's proposal within the time the City is statutorily obliged to make a decision under the *Planning Act* (by January 3, 2020 for zoning and by February 2, 2020 for the plan of subdivision). Public input is a valuable and necessary part of the review process. Further, the enforceability of the 40% Agreement is a critical issue that fundamentally impacts the City's consideration of the Planning Applications.
- (x) If the City does not make a decision in these time periods, ClubLink has a direct and immediate right of appeal to the Local Municipal Planning Tribunal ("LPAT"). LPAT has taken the position in past cases that it has no jurisdiction to consider the enforceability private contractual obligations such as those arising from the 40%

Agreement, the Golf Course Agreement or the ClubLink Assumption Agreement. Further, in proceeding with the Planning Applications, the City will cause the community significant hardship and stress.

- (y) Specific performance is the only adequate remedy. To cure its breach, ClubLink must either forthwith withdraw its Planning Applications or offer to convey the Golf Course Lands to the City of Ottawa at no cost.
  - (z) This application ought to be heard on an expedited basis.
  - (aa) *Rules of Civil Procedure*, RRO 1990, Reg 194, Rules 14.05, 38, 39, 57, 58.
  - (bb) *City of Ottawa Act, 1999*, SO 1999, c. 14, Sch. E.
  - (cc) *Planning Act*, RSO 1990, c P.13, ss. 2, 34, 50, 51.
  - (dd) *Planning Act*, RSO 1980, c. 379, s. 29.
  - (ee) *Planning Act*, SO 1983, c. 1, s. 50.
  - (ff) *Land Titles Act*, RSO 1990, c L.5, s. 71.
  - (gg) *Land Titles Act*, RSO 1980, c 230, s. 74.
  - (hh) *Courts of Justice Act*, RSO 1990, c C.43, s. 97 & 131.
  - (ii) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) Affidavit of Eileen Adams-Wright sworn October 24, 2019;

-10-

- (b) Affidavit of Derrick Moodie sworn October 24, 2019;
- (c) Affidavit of Donald Kennedy sworn October 25, 2019;
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

*(Date of issue)*

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Lawyers for the Applicant, City of Ottawa

**APPENDIX "A"**

-12-

CONSOLIDATION OF VARIOUS PROPERTIES BEING: FIRSTLY: BLOCK 69 ON PLAN 4M-510. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 1 ON 4R-5215 AS IN LT438339. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. SECONDLY: BLOCK 132 ON PLAN 4M-651. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER THAT PART OF PART 9 ON PLAN 4R-3747 LYING WITHIN THE LIMITS OF BLOCK 132 ON PLAN 4M-651 AS IN MH3493. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 21 ON 4R-6268 AS IN LT568246E. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. CITY OF KANATA. NOW CITY OF OTTAWA – PIN 04513-0489 (LT)

-13-

CONSOLIDATION OF VARIOUS PROPERTIES BEING FIRSTLY: BLOCK 126 ON PLAN 4M-651. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PARTS 3 AND 19 ON 4R-6268 AS IN LT568246E. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 20 ON 4R-6268 AS IN LT568247. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. SECONDLY: PART OF BLOCK 192 ON PLAN 4M-652, DESIGNATED AS PART 2 ON PLAN 4R-7259. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. THIRDLY: BLOCK 160 ON PLAN 4M-739. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 1 ON PLAN 4R-12477 AND PART 1 ON PLAN 4R-12479 AS IN LT1014950. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. FOURTHLY: BLOCK 76 ON PLAN 4M-828 SAVE AND EXCEPT THE LANDS LAID OUT BY PLAN 4M-925. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 1 ON PLAN 4R-16180 AS IN LT1365034. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. FIFTHLY: BLOCK 1 ON PLAN 4M-881 SAVE AND EXCEPT THE LANDS LAID OUT BY PLAN 4M-925 AND PARTS 1 TO 6, INCLUSIVE ON PLAN 4R-12476. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PARTS 6 AND 10 ON 4R-6558 AS IN LT599218 AS TRANSFERRED TO THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON AS IN LT1082901. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PARTS 9 AND 10 ON 4R-6558 AS IN LT599219. SUBJECT TO AN EASEMENT IN FAVOUR OF KANATA HYDRO-ELECTRIC COMMISSION OVER PART 1 ON 4R-12475 AS IN LT1011768. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 1 ON 4R-12475 AND PARTS 1 AND 2 ON 4R-12480 AS IN LT1014950. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. (LT606425, LT606426, LT606427, LT606395 AND LT875985.) SIXTHLY: BLOCK 55 ON 4M-883. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN LT866335. SUBJECT TO AN EASEMENT IN FAVOUR OF KANATA HYDRO-ELECTRIC COMMISSION AS IN LT924341. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. SEVENTHLY: BLOCK 56 ON PLAN 4M-883 SAVE AND EXCEPT PART 7 ON 4R-12476. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN LT866335. SUBJECT TO AN EASEMENT IN FAVOUR OF KANATA HYDRO-ELECTRIC COMMISSION AS IN LT924341. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 8 ON PLAN 4R-12476 AS IN LT1014950. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. (LT606425, LT606426, LT606427, LT606395 AND LT875985.) CITY OF KANATA. NOW CITY OF OTTAWA. – PIN 04512-1126 (LT)

PCL 183-1, SEC 4M-652 ; BLK 183, PL 4M-652 ; S/T LT607362 ; S/T LT568249,LT569968 KANATA  
TOGETHER WITH AN EASEMENT AS IN LT1020195 – PIN 04511-0214 (LT)

-15-

CONSOLIDATION OF VARIOUS PROPERTIES BEING FIRSTLY: PART OF BLOCK 184 ON PLAN 4M-652, DESIGNATED AS PART 2 ON 4R-7217. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. SECONDLY: BLOCK 185 ON PLAN 4M-652. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 21 ON 4R-6270 AS IN LT568250. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. THIRDLY: BLOCK 186 ON 4M-652. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 13 ON 4R-6270 AS IN LT568250. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA OVER PART 24 ON PLAN 4R-6270 AS IN LT568251. SUBJECT TO A TEMPORARY EASEMENT IN FAVOUR OF CAMPEAU CORPORATION AS IN LT607362. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. FOURTHLY: BLOCK 76 ON PLAN 4M-741. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 1 ON 4R-8606 AS IN LT808272. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA OVER PART 1 ON 4R-12478 AS IN LT1014950. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. FIFTHLY: PART OF THE ROAD ALLOWANCE AS WIDENED BETWEEN LOTS 5 AND 6, CONCESSION 3, MARCH, KNOWN AS THAT PART OF BEAVERBROOK ROAD AND RICHARDSON SIDE ROAD (AS STOPPED AND CLOSED BY BY-LAW LT552228) DESIGNATED AS PART 4 ON PLAN 4R-6557. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF KANATA AS IN LT607253. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. SIXTHLY: PART OF LOTS 5 AND 6, CONCESSION 3, MARCH, AND THAT PART OF THE ROAD ALLOWANCE BETWEEN LOTS 5 AND 6, CONCESSION 3, MARCH, DESIGNATED AS PART 2 ON PLAN 4R-7987. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. (LT606425, LT606426, LT606427, LT606395 AND LT875985). SEVENTHLY: PART OF LOT 6, CONCESSION 3, MARCH, DESIGNATED AS PART 1 ON PLAN 4R-7987. TOGETHER WITH AN EASEMENT OVER PART OF LOT 3, CONCESSION 2, MARCH, DESIGNATED AS PART 1 ON 4R-12474 AS IN LT1020195. (LT606425, LT606426, LT606427, LT606395 AND LT875985.) KANATA, NOW CITY OF OTTAWA - PIN 04511-1592 (LT)



**CITY OF OTTAWA**  
Applicant

-and-

**CLUBLINK CORPORATION LLC**  
Respondent

Court File No.

19-81859

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
Proceeding commenced at Ottawa

**NOTICE OF APPLICATION**

**BORDEN LADNER GERVAIS LLP**  
World Exchange Plaza  
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**Emma Blanchard** LSO# 53359S  
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T: 613.787.3587 direct

Lawyers for the Applicant, City of Ottawa

Box 368

# TAB C

This is Exhibit "C" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

*Waleed Malik*  
.....

A Commissioner for Taking Affidavits

THIS AGREEMENT made in triplicate this 26<sup>th</sup> day of May 1981.

## BETWEEN:

CAMPEAU CORPORATION, a body corporate and  
politic, incorporated under the laws of the  
Province of Ontario, having its Head Office  
in the City of Nepean,

Hereinafter called "Campeau"

OF THE FIRST PART

## AND:

THE CORPORATION OF THE CITY OF KANATA

Hereinafter called "Kanata"

OF THE SECOND PART

WHEREAS Campeau has applied to The Regional  
Municipality of Ottawa-Carleton (hereinafter called the  
"Region") to amend its Official Plan to permit the development  
of the 'Marchwood Lakeside Community' in the City of Kanata in  
accordance with the plans proposed by Campeau;

AND WHEREAS Campeau has proposed to designate  
approximately forty (40%) percent of the development area as  
recreation and open space and the parties are desirous of  
entering in this agreement to establish the principles  
relating to Campeau's offer;

AND WHEREAS the Region has agreed to amend its  
Official Plan in accordance with Campeau's request;

THEREFORE this agreement witnesseth that for and in  
consideration of One Dollar paid by Kanata to Campeau (receipt  
of which is acknowledged), and the mutual covenants contained  
herein:

1. This Agreement shall apply to the lands described in  
Schedule "A" attached hereto.

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

140350

THE LAND TITLES ACT SECTION 78

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON NO.4

I, THE CORPORATION OF THE CITY OF KANATA  
being interested in the lands entered  
as Parcel 6-1 and 5-1  
in the Register for Section March-1 and March-2  
or which CAMPEAU CORPORATION  
is the registered Owner  
hereby apply to have Notice of an Agreement dated the  
26th day of May, 1981  
made between CAMPEAU CORPORATION and THE REGIONAL MUNICIPALITY  
OF OTTAWA-CARLETON  
entered on the parcel register.  
The evidence in support of this Application consists of:  
1. An executed copy of the said Agreement  
This Application is not being made for any fraudulent or  
improper purpose.  
My address for service is 150 Katimavik, Kanata, Ontario.

THE CORPORATION OF THE CITY OF KANATA

  
by its Solicitor  
DOUGLAS KELLY

REGIONAL OFFICIAL PLAN

2. Campeau and Kanata mutually covenant and agree to support the application by the Region for approval of Official Plan Amendment No. 24 to the Official Plan of the Ottawa-Carleton Planning Area which is attached hereto as Schedule "B".

PRINCIPLE OF PROVISION OF 40% OPEN SPACE AREAS

3. Campeau hereby confirms the principle stated in its proposal that approximately forty (40%) percent of the total development area of the 'Marchwood Lakeside Community' shall be left as open space for recreation and natural environmental purposes which areas consist of the following:

- (a) the proposed 18 hole golf course
- (b) the storm water management area
- (c) the natural environmental areas
- (d) lands to be dedicated for park purposes.

4. (1) The location of the lands to be provided for the 18 hole golf course shall be mutually agreed between the parties;

(2) The lands set aside for the major storm water management area is shown generally as part of the Environmental Constraints Area on Schedule "2" of Official Plan Amendment No. 24, the exact boundaries of this area and the location and boundaries of the remainder of the storm water management system shall be mutually agreed between the parties.

(3) The lands set aside for the natural environmental areas are shown generally on Schedule "2" of the proposed Official Plan Amendment No. 24 attached as Schedule "B" hereto as Environmental Area Class 1 and 2 and part of the Environmental Constraint Area provided that the exact boundaries of these areas shall be mutually agreed between the parties.

(4) The lands to be dedicated for park purposes will be determined at the time of the development applications in accordance with The Planning Act.

METHODS OF PROTECTION

5. (1) Campeau covenants and agrees that the land to be provided for the golf course shall be determined in a manner mutually satisfactory to the parties and subject to sub-paragraphs 2 and 3 shall be operated by Campeau as a golf course in perpetuity provided that Campeau shall at all times be permitted to assign the management of the golf course without prior approval of Kanata.


(2) Notwithstanding sub-paragraph (1), Campeau may sell the golf course (including lands and buildings) provided the new owners enter into an agreement with Kanata providing for the operation of the golf course in perpetuity, upon the same terms and conditions as contained herein.

(3) In the event Campeau has received an offer for sale of the golf course it shall give Kanata the right of first refusal on the same terms and conditions as the offer for a period of twenty-one (21) days.

(4) In the event that Campeau desires to discontinue the operation of the golf course and it can find no other persons to acquire or operate it, then it shall convey the golf course (including lands and buildings) to Kanata at no cost and if Kanata accepts the conveyance, Kanata shall operate or cause to be operated the land as a golf course subject to the provisions of paragraph 9.

(5) In the event Kanata will not accept the conveyance of the golf course as provided for in sub-paragraph (4) above then Campeau shall have the right to apply for development of the golf course lands in accordance with The Planning Act, notwithstanding anything to the contrary contained in this agreement.

6. Campeau shall convey the lands set aside for the storm water management system to Kanata at no cost when the lands are capable of definition by Plans of Survey or Plans of Subdivision being developed in the vicinity of the storm water management system.



7. Campeau shall convey the natural environmental areas to Kanata at no cost when the lands are capable of definition by Plans of Survey or Plans of Subdivision being developed in the vicinity of the open space and natural environmental areas.


8. Campeau shall convey to Kanata at no cost the land for park purposes upon the development of lands in accordance with The Planning Act.

9. In the event that any of the land set aside for open space for recreation and natural environmental purposes ceases to be used for recreation and natural environmental purposes by Kanata then the owner of the land, if it is Kanata, shall reconvey it to Campeau at no cost unless the land was conveyed to Kanata as in accordance with Section 33(5)(a) or 35b of The Planning Act.

10. It is the intent of the parties that this agreement shall establish the principle as proposed by Campeau to provide 40% of the land in the 'Marchwood Lakeside Community' as open space, however, as development occurs and plans are finalized, further agreements concerning specific open space areas may be required to implement this principle and to provide for the construction of works in these areas.

11. This agreement shall be binding on the parties and have full force and effect when Official Plan Amendment No. 24 to the Official Plan of the Ottawa-Carleton Planning Area is approved by either The Minister of Housing or the Ontario Municipal Board.

12. This agreement shall be registered against the lands described in Schedule "A" provided that when any part of the lands are severed or approved for development in accordance with the Planning Act, Kanata at the request of Campeau shall provide a release of this agreement for those specific lands severed or approved for development provided that the specific lands do not contain any of the open space land designated by this agreement and provided further that the principles confirmed by the terms and conditions of this agreement are maintained.





13. It is agreed and declared that this agreement and covenants, provisos, conditions and schedules herein shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their corporate seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

CAMPEAU CORPORATION

*[Signature]*  
PRESIDENT

*[Signature]*  
VICE-PRESIDENT AND SECRETARY  
THE CORPORATION OF THE CITY  
OF KANSAS

*[Signature]*  
MAYOR

*[Signature]*  
CLERK



SCHEDULE A

To An agreement, dated May 26, 1981,  
between CAMPEAU CORPORATION and the  
Corporation of the City of Kanata

- FIRSTLY:** All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being those parts of Lots 7, 8 and 9, Concession 3, in the original Township of March, County of Carleton, designated as parts 1, 3, 4, 7 and 8 of a plan of survey of record in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 6, 1976 as No. 5R-2702.
- SECONDLY:** All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being composed of those parts of Lot 6 and 7, Concession 3, in the original Township of March, County of Carleton, designated as parts 3, 4 and 6 on a plan of survey of record deposited in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 13, 1976 as No. 5R-2710.
- THIRDLY:** All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being composed of those parts of Lots 3, 4 and 5, Concession 3, in the said Township of March, designated as parts 7, 8 and 10 on a plan of survey of record deposited in the Land Registry Office for the Registry Division of Carleton (No. 5) on October 14, 1976 as No. 5R-2710.
- FOURTHLY:** All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and Province of Ontario and being that part of Lot 5, Concession 2, in the said Township of March designated as parts 1, 2, 3, 4 and 5 on a plan of survey of record, registered on November 7, 1974 as No. 4R-1135 being the whole of parcel 5-1 in the Register of Section March-2.
- FIFTHLY:** All and singular that certain parcel or tract of land and premises, situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and being those parts of Lot 6 and 7, Concession 2, in the said Township of March designated as parts 1, 2 and 3 on a plan of survey or record numbered 4R-804, being the whole of parcel 6-1 in the Register of Section March-1.
- SIXTHLY:** All and singular that certain parcel or tract of land and premises situate, lying and being now in the City of Kanata formerly Township of March, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario and being composed of parts of Lots 6, 7, 8 and 9, Concession 2 of the said Township of March, more particularly described as follows:-

Commencing at the point of intersection of the division line between the northwest and southeast halves of the said Lot 6 with the northeasterly limit of the Road Allowance between Concessions 1 and 2;

Thence northwesterly, along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, a distance of 1015.15 feet to the most southerly angle of the said Lot 7;

Thence northwesterly, continuing along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, 1981.18 feet to the most southerly angle of the said Lot 8;

Thence northwesterly and continuing along the said northeasterly limit of the Road Allowance between Concessions 1 and 2, a distance of 2888.4 feet, more or less, to the southerly limit of the lands of the Canadian National Railway as described in Registered Instrument No. 1081;

Thence easterly, along the said southerly limit of the lands of the Canadian National Railway, a distance of 4695 feet, more or less, to the westerly limit of the forced road crossing the said Lots 6, 7 and 8 (Goulbourn Road);

Thence southerly and following the said westerly limit of the forced road as at present fenced, a distance of 3630 feet, more or less, to the established division line between the northwest and southeast halves of the said Lot 6;

Thence southwesterly, along the last mentioned division line, 2373 feet, more or less, to the point of commencement.

Subject to a 30-foot easement in favour of Bell Canada, crossing the said Lot 6 and more particularly described in Registered Instrument No. 3486;

**SEVENTHLY:**

All and singular that certain parcel or tract of land and premises situate, lying and being now in the City of Kanata formerly the Township of March, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario, and being composed of part of Lots 8 and 9, Concession 2 of the said Township, more particularly described as follows:-

Premising that all bearings are astronomic and are derived from the south from the southwesterly limit of the Road Allowance between Concessions 2 and 3 across Lots 8 and 9, having a bearing of north 41 degrees 24 minutes west;

Commencing at the point of intersection the established division line between the northwest and southeast halves of the said Lot 9 with the southwesterly limit of the Road Allowance between Concessions 2 and 3;

Thence south 41 degrees 24 minutes east, along the said southwesterly limit of the Road Allowance between Concessions 2 and 3, 2236.8 feet to the line of a post and wire fence defining the southeasterly limit of the lands described in Registered Instrument No. 5134 (Parcel 3);

Thence south 44 degrees 26 minutes west, and following the said fence, a distance of 165.4 feet to a jog in the said fence;

Thence on a bearing of north 45 degrees 34 minutes west, along the said jog, a distance of 14.7 feet to a fence corner;

Thence on a bearing of south 49 degrees 41 minutes west and following an existing fence, a distance of 469.1 feet to an angle in the said fence;

Thence on a bearing of south 8 degrees 56 minutes west, and following the line of the said fence, a distance of 371.5 feet to a point in the northerly limit of the lands of the Canadian National Railway, as described in Instrument No. 1081;

Thence westerly, along the last mentioned limit, to the northeasterly limit of the Road Allowance between Concessions 1 and 2;

Thence northwesterly, along the last mentioned limit, 31.1 feet, more or less, to the said established division line between the northwest and southeast halves of Lot 9;

Thence north 48 degrees 53 minutes east, along the last mentioned division line, 4258 feet, more or less, to the point of commencement.

**EIGHTLY:**

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and the Province of Ontario and being composed of Part of Lot 4, Concession 2 of the Township of March and being more particularly described as follows:

PREMISING that the north easterly limit of said Lot 4 has an astronomic bearing of north 41 degrees 53 minutes west as shown on Plan 5R-1749 and relating all bearings herein thereto;

COMMENCING at the most easterly angle of the said Lot 4;

THENCE north 41 degrees 53 minutes west along the north easterly limit of the said Lot, a distance of 1995.6 feet more or less to the division line between Lots 4 and 5;

THENCE south westerly along the said division line having the following courses and distances;

THENCE south 48 degrees 30 minutes west, a distance of 240.46 feet;

THENCE south 47 degrees 47 minutes 20 seconds west, a distance of 512.17 feet;

THENCE south 47 degrees 27 minutes 20 seconds west, a distance of 413.19 feet;

THENCE south 48 degrees 40 minutes 35 seconds west, a distance of 692.90 feet;

THENCE south 47 degrees 31 minutes 20 seconds west, a distance of 519.50 feet to the easterly limit of the Goulbourn Forced Road;

THENCE southerly along the said easterly limit of the Goulbourn Forced Road having the following courses and distances;

THENCE south 13 degrees 04 minutes 20 seconds east, a distance of 49.38 feet;

THENCE south 14 degrees 49 minutes 00 seconds east, a distance of 245.60 feet;

THENCE south 80 degrees 13 minutes 25 seconds west, a distance of 18.48 feet;

THENCE south 6 degrees 10 minutes 40 seconds east, a distance of 164.62 feet;

THENCE south 36 degrees 35 minutes 40 seconds east, a distance of 519.97 feet;

THENCE south 32 degrees 05 minutes 30 seconds east, a distance of 452.79;

THENCE south 24 degrees 26 minutes 35 seconds east, a distance of 366.62;

THENCE south 27 degrees 54 minutes 10 seconds east, a distance of 306.96 feet to the division line between Lots 3 and 4;

THENCE north 48 degrees 09 minutes east along the last mentioned division line 2965.1 feet more or less to the point of commencement.

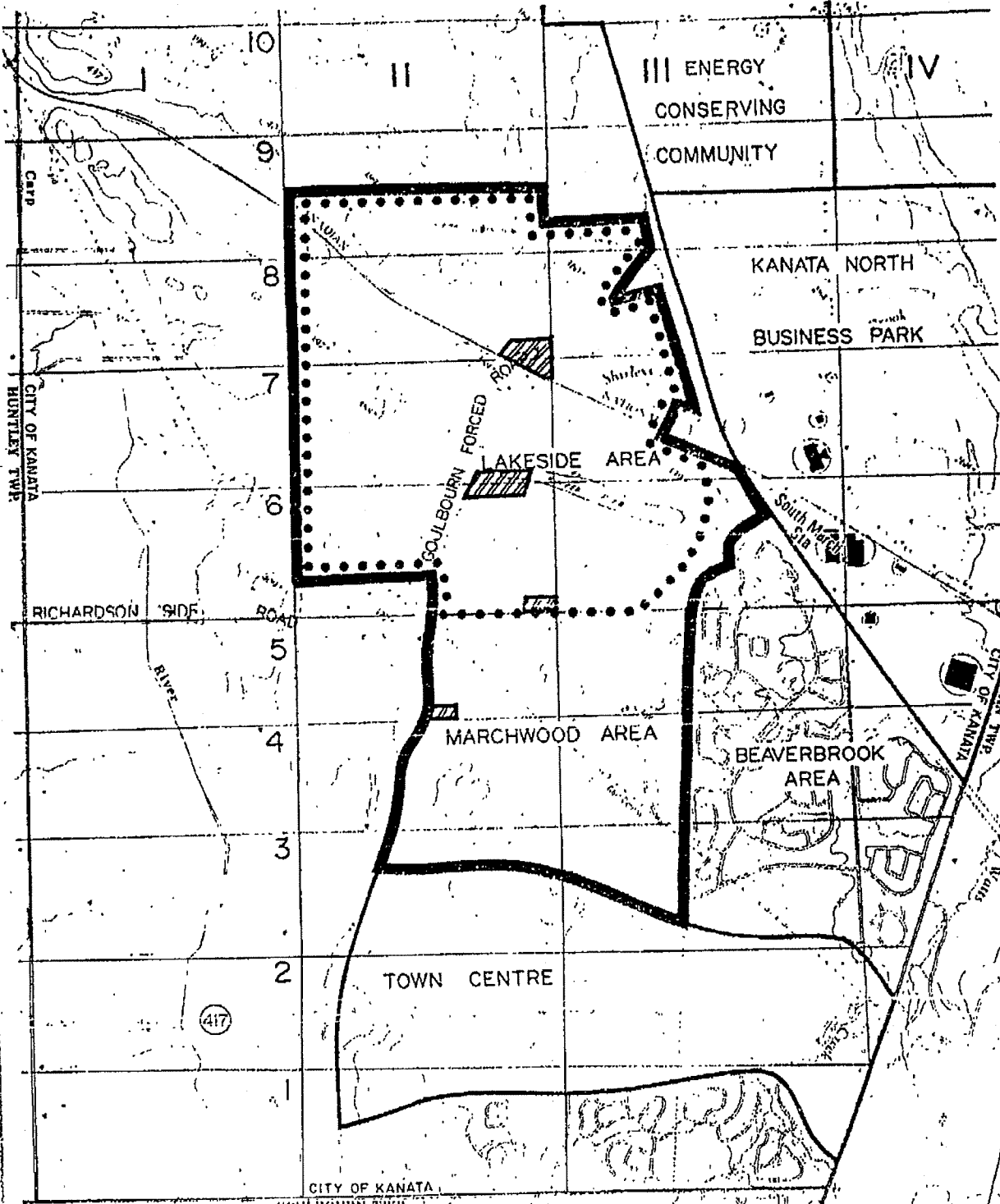
THIS AGREEMENT SHALL APPLY TO THE LANDS SHOWN AS 'CAMPEAU PROPERTY'  
ON THIS SCHEDULE.

SCHEDULE "A"


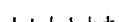



046

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# REFERENCE MAP MARCHWOOD-LAKESIDE AREA 140350



### LEGEND

-  CAMPEAU PROPERTY INSIDE MARCHWOOD LAKESIDE
-  TRANSMISSION LINE - TELEPHONE
-  TRANSMISSION LINE - HYDRO
-  AREA SUBJECT TO AMENDMENT
-  PROPERTIES NOT OWNED BY CAMPEAU

SCALE 1:25,000

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*Ma*  
*bal*

## AMENDMENT 24

## OFFICIAL PLAN OF THE OTTAWA-CARLETON PLANNING AREA

Purpose

The purpose of Amendment 24 is to redesignate certain lands in Lots 4 and 5, Concession I, Lots 3, 4, 5, 6, 7, 8 and the south half of Lot 9 in Concession II, and Lots 6, 7, 8 and the south half of Lot 9 in Concession III, City of Kanata, from "Special Study Area", "Agricultural Resource Area" and "Natural Environment Area Classes 1 and 2" to "Principal Urban Area" as shown on Schedule "1" attached and to extend the "Residential District" designation and add Natural Environment Area Classes 1 and 2 as shown on Schedule "2" attached.

Basis

The Regional Official Plan as approved by Council 9 Oct, 1974 did not envisage urban development on the lands described above and hence it is necessary to amend the Plan so that development may proceed. It is felt that several small forest areas will retain sufficient natural environment characteristics to warrant their preservation as part of the urban community.

The Amendment

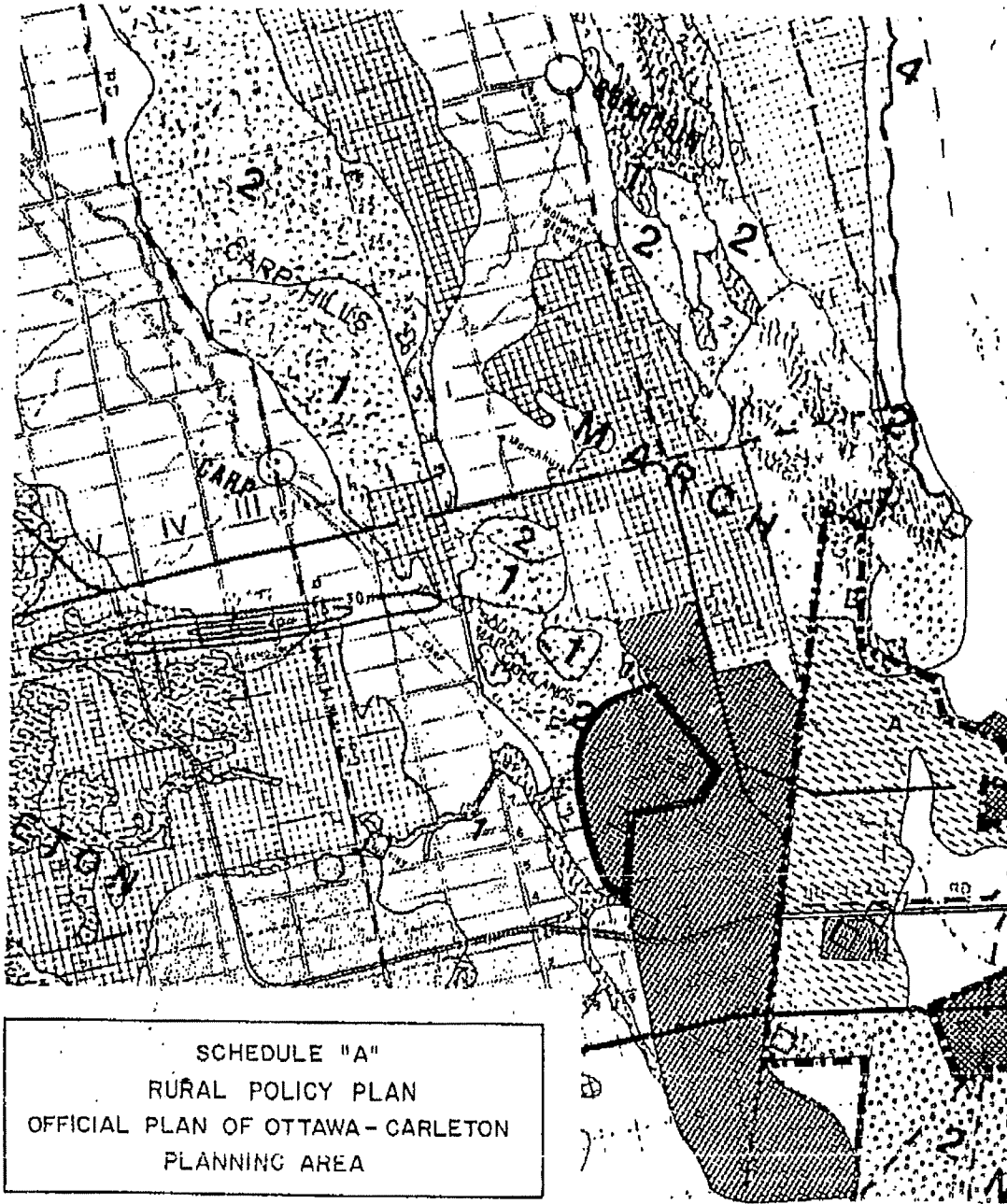
1. Schedule "A" - Rural Policy Plan be amended as shown on Schedule "1" of this amendment.
2. Schedule "B" - Urban Policy Plan be amended as shown on Schedule "2" of this amendment.
3. Map "2" of "Appendix E" as introduced through Amendment 12 be amended as shown on Schedule "3" of this amendment.
4. Section 5.3.9 as introduced through Amendment 12 be amended by deleting the first two paragraphs; by deleting the first two words of the third paragraph and replacing them with "The first"; and by deleting the second word of the fourth paragraph and replacing it with "second".
5. Section 5.3.10 as introduced through Amendment 12 be amended by adding the phrase "except for that portion within the West Urban Community" after the phrase "the South March Highlands" in policy 15.
6. Section 5.3.10 as introduced through Amendment 12 be amended by deleting policy 19.

SCHEDULE "I" REGIONAL OFFICIAL PLAN  
AMENDMENT No.24

048

140350

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SCHEDULE "A"  
RURAL POLICY PLAN  
OFFICIAL PLAN OF OTTAWA-CARLETON  
PLANNING AREA

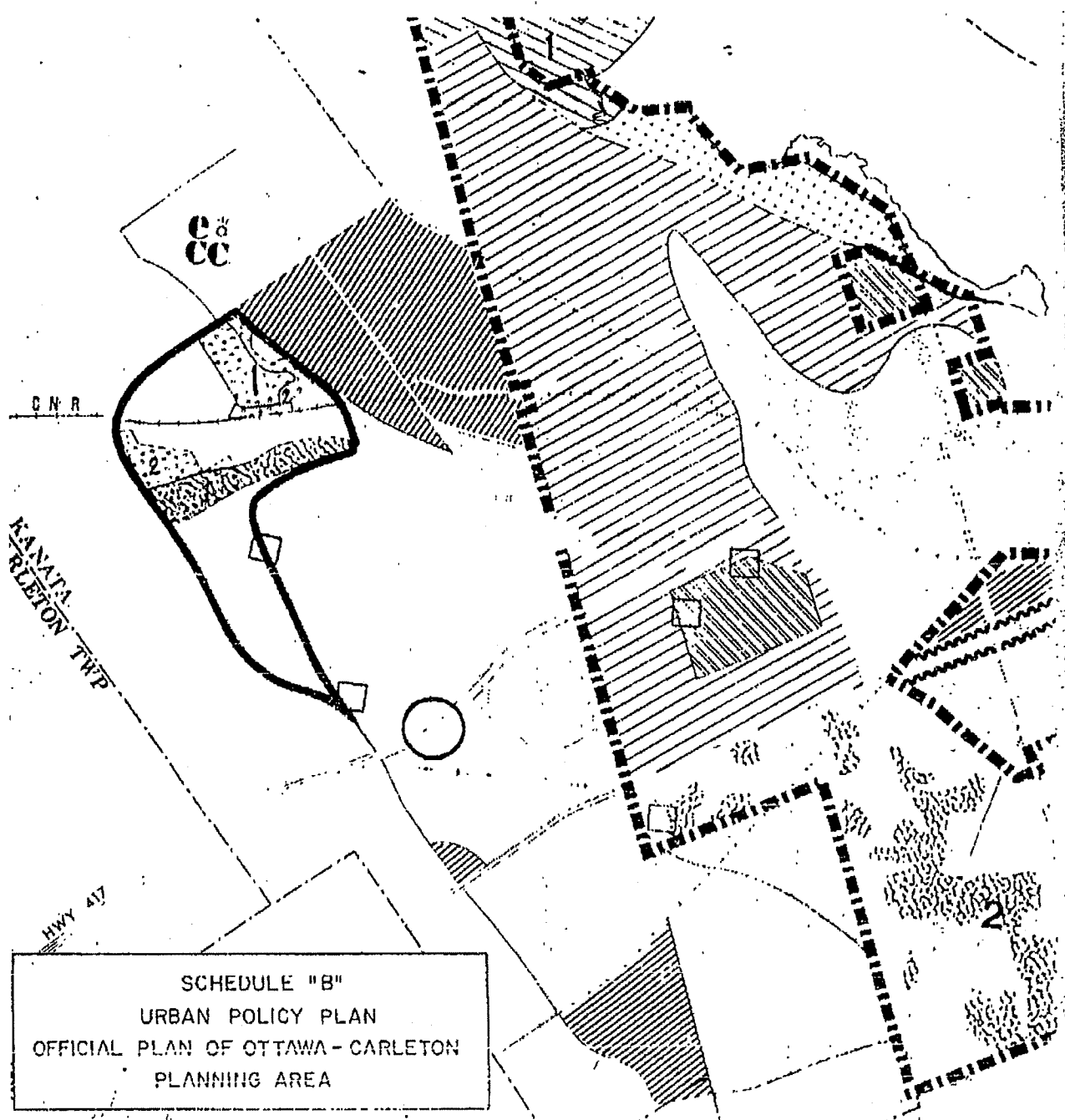
LEGEND

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
|  | ENVIRONMENTAL AREA CLASS 1             |  | VILLAGE                             |
|  | ENVIRONMENTAL AREA CLASS 2             |  | INTERIM RIVER CORRIDOR              |
|  | ENVIRONMENTAL AREA CLASS 3             |  | POTENTIAL SOLID WASTE DISPOSAL SITE |
|  | WATER ACCESS AND WATER RECREATION AREA |  | AIRPORT NOISE                       |
|  | GEOMORPHIC OR GEOLOGICAL FEATURE       |  | ENVIRONMENTAL CONSTRAINTS AREA      |
|  | AGRICULTURAL RESOURCE AREA             |  | PRINCIPAL URBAN AREAS               |
|  | MARGINAL RESOURCE AREA                 |  | RESTRICTED INDUSTRY                 |
|  | MINERAL RESOURCE AREA                  |  | OTHER EXTENSIVE USE                 |
|  |  |  | AREA SUBJECT TO AMENDMENT           |

SCALE: 1:100,000



# SCHEDULE "2" REGIONAL OFFICIAL PLAN AMENDMENT No.24



SCHEDULE "B"  
 URBAN POLICY PLAN  
 OFFICIAL PLAN OF OTTAWA-CARLETON  
 PLANNING AREA

### LEGEND

- |  |  |  |   |
|--|--|--|---|
|  | RESIDENTIAL DISTRICT   |  | AGRICULTURAL RESOURCE AREA                  |
|  | GENERAL INDUSTRY   |  | GEOMORPHIC OR GEOLOGICAL FEATURE            |
|  | RESTRICTED INDUSTRY  |  | MAJOR COMMERCIAL                            |
|  | DISTRICT CENTRE  |  | GREENBELT BOUNDARY                          |
|  | OTHER EXTENSIVE USE  |  | WATERFRONT OPEN SPACE                       |
|  | ENVIRONMENTAL CONSTRAINTS AREA   |  | ENVIRONMENTAL AREA CLASS 1                  |
|  | THESE LANDS DESIGNATED AS RESIDENTIAL DISTRICT, AND TO BE USED AS AN ENERGY CONSERVING COMMUNITY |  | ENVIRONMENTAL AREA CLASS 1 (RIVER CORRIDOR) |
|  | SPECIAL STUDY AREA   |  | ENVIRONMENTAL AREA CLASS 2                  |
|  |  |  | AREA SUBJECT TO AMENDMENT                   |

NS140350

DATED THE 26<sup>th</sup> day of May 1981

PROPERTY OF THE  
LAND REGISTRY OFFICE

CAMPEAU CORPORATION

AND

THE CORPORATION OF THE CITY OF KANATA

AGREEMENT

NS140350

82 JAN-8 P2:3A

OFFICE OF THE REGISTRAR  
LAND REGISTRY  
135 SPADINA AVENUE  
OTTAWA, ONTARIO

IN THE LAND REGISTRY OFFICE  
OTTAWA, ONTARIO

The Regional Municipality of  
Ottawa-Carleton  
Legal Department  
222 Queen Street  
Ottawa, Ontario

DK:web File No: P.1.10.1.25

- Box-215 -

LAND REGISTRY #5

CK	HA
By: Z. March	
Bk-7	

JAN-82 0074 8786 0039.00

**TAB D**

This is Exhibit "D" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

*Waleed Malik*  
.....

A Commissioner for Taking Affidavits



SCHEDULE "A"LEGAL DESCRIPTION

Road Allowance between Concessions 2 and 3  
Adjacent to Lots 6 and 7, Township of March

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF that part of the Road Allowance between Concessions 2 and 3 adjacent to Lots 6 and 7, Concession 2 and adjacent to Lots 6 and 7, Concession 3, Township of March (now within the limits of the City of Kanata) as closed and stopped up by By-law 22-81 [registered in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No. 5) as Instrument No. NS113415] and designated as Part 1 on a reference plan of survey deposited in the said Land Registry Office as Plan 5R-5055.

Schedule A (Cont'd)

Page 3

LEGAL DESCRIPTION

Parts of Lots 6, 7, 8 and 9, Concession 2  
Township of March, now City of Kanata

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, (formerly in the Township of March), in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario;

BEING COMPOSED OF that part of North West Half of Lot 6, those parts of Lots 7 and 8, and that part of the South East Half of Lot 9, in Concession 2, all in the Township of March (now within the limits of the City of Kanata), designated as Parts 1, 2, 3, 4 and 5 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Registry Division of Ottawa-Carleton (No.5) as Plan 5R-10774.

SUBJECT TO AN EASEMENT as more particularly set out in Instrument Number MH 3486, in favour of Bell Canada, over along and upon the said Part 4 on Plan 5R-10774.

LEGAL DESCRIPTION

Parcel 69-1, Section 4M-510

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 69 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-510, being all of Parcel 69-1, Section 4M-510.



LEGAL DESCRIPTION

Parcel 126-1, Section 4M-651

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 126 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-651, being all of Parcel 126-1, Section 4M-651.

LEGAL DESCRIPTION

Parcel 132-1, Section 4M-651

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 132 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-651, being all of Parcel 132-1, Section 4M-651.

Schedule A (Cont'd)

Page 7

LEGAL DESCRIPTION

Parcel 183-1, Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 183 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 183-1, Section 4M-652.

Schedule A (Cont'd)

Page 8

LEGAL DESCRIPTION

Parcel 185-1, Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 185 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 185-1, Section 4M-652.

Schedule A (Cont'd)

Page 9

LEGAL DESCRIPTION

Parcel 186-1, Section 4M-652

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of Block 186 as shown on a plan registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4M-652, being all of Parcel 186-1, Section 4M-652.

Schedule A (Cont'd)

Page 10

LEGAL DESCRIPTION

Part of Parcel 3-7, Section March-3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF

FIRSTLY: Part of Lots <sup>now 6-1</sup> 5, 6 and 7 in Concession 3 of the Township of March designated as Parts 1, 2 and 3 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6557;

SECONDLY: Part of Lots <sup>now 3-17</sup> 3, 4 and 5 in Concession 3 of the Township of March designated as Parts 2, 3, 4, 5, 6, 7 and 8 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6558;

THE SAID PARCELS being Part of Parcel 3-7, Section March-3.

Schedule A (Cont'd)

page 11

LEGAL DESCRIPTION

Part of Parcel 5-3, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF Part of the Road Allowance as widened between Lots 5 and 6 in Concession 3 as stopped up and closed by By-law 16-88 of The Corporation of the City of Kanata registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 55228 designated as Part 4 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-6557.

THE SAID PARCEL being Part of Parcel 5-3, Section March-2.

LEGAL DESCRIPTION

## Parcel 6-1, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of those parts of Lots 6 and 7, Concession 2, of the Township of March (now within the limits of the City of Kanata) designated as Parts 1, 2 and 3 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-804, being all of Parcel 6-1, Section March-2.



LEGAL DESCRIPTION

## Parcel 5-1, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF all of those parts of Lot 5, Concession 2, of the Township of March (now within the limits of the City of Kanata) designated as Parts 1, 2, 3, 4 and 5 on a reference plan of survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-1135, being all of Parcel 5-1, Section March-2.

Schedule A (Cont'd)

Page 14

LEGAL DESCRIPTION

## Part of Parcel 2-1, Section March-2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the city of Kanata, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

BEING COMPOSED OF <sup>u 3-2</sup> all of those parts of Lots 3 and 4, Concession 2 and that part of the Road Allowance between Concessions 2 and 3 of the Township of March (as stopped up and closed by By-Law 32-76 of the Corporation of the Township of March, registered as L.T. Instrument No. 278660) designated as Parts 1, 9, 10 and 11 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan No. 4R-6558.

THE SAID PARCEL being Part of Parcel 2-1, Section March-2.

LEGAL DESCRIPTION

## Part of Parcel 7-1, Section March-3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and in the Province of Ontario.

## BEING COMPOSED OF:

FIRSTLY: all of those parts <sup>1-2</sup> of Lots 7 and 8 in Concession 3, of the Geographic Township of March, designated as Parts 1 and 2 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R- 6556;

SECONDLY: Part of Lots <sup>8-2</sup> 8 and 9 in Concession 3, of the Geographic Township of March, designated as Parts 1, 6, 13, 14, 20 and 21 on a Reference Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Plan 4R-3699;

THE SAID PARCEL being Part of Parcel 7-1, Section March 3.

SCHEDULETRIPARTITE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 30th day of  
March , 1989

B E T W E E N:

CAMPEAU CORPORATION  
(hereinafter called "Campeau")

OF THE FIRST PART;

- and -

GENSTAR DEVELOPMENT COMPANY EASTERN LTD.  
(hereinafter called the "Purchaser")

OF THE SECOND PART;

- and -

THE CORPORATION OF THE CITY OF KANATA  
(hereinafter called the "City")

OF THE THIRD PART;

WHEREAS pursuant to Campeau's request for an amendment to the Official Plan of The Regional Municipality of Ottawa-Carleton, Campeau and the City entered into an agreement dated the 26th day of May, 1981, governing the designation of certain lands within the Marchwood Lakeside Community as recreation and open space, which agreement was registered against title to lands legally described in Schedule "A" thereto in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) on the 8th day of January, 1982 as Instrument No. CT140350 (now Land Titles No. LT286218 in respect of portions of the lands) and in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) on the same day as Instrument No. 277799, (the "1981 Agreement");

AND WHEREAS Campeau and the City subsequently entered into a further agreement dated the 20th day of December, 1988 addressing issues in the 1981 Agreement, which agreement was

X%

registered against title to the lands described in Schedule "A" thereto in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) on the 21st day of March , 1989 as Instrument No. N480080 and in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) on the 21st day of March , 1989 as Instrument No. 606427 ;

AND WHEREAS the agreements referred to in the two immediately preceding paragraphs are herein collectively called the "Forty Percent Agreement";

AND WHEREAS Campeau and the City entered into an agreement dated the 10th day of June, 1985 governing the improvement and operation by Campeau of the Kanata Golf Course (as defined in the said agreement) on certain lands owned by Campeau situated in the City of Kanata described in Schedule "A" to the Agreement (the "1985 Agreement"), which agreement has been registered against the lands described in the immediately following paragraph in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) on the 21st day of March , 1989 as Instrument No. 606425 ;

AND WHEREAS Campeau and the City have subsequently entered into a further agreement dated the 20th day of December, 1988 addressing issues in the 1985 Agreement, which agreement has been registered against the lands described in Schedule "A" thereto on the 21st day of March , 1989 in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 606426 ;

AND WHEREAS the agreements referred to in the two immediately preceding paragraphs are herein collectively called the "Golf Club Agreement";

X

AND WHEREAS pursuant to an agreement of purchase and sale dated as of February 24th , 1989 (the "Purchase Agreement"), Campeau agreed to sell and assign and the Purchaser has agreed to purchase all of Campeau's right, title and interest in and to all of the lands which are subject to the Forty Percent Agreement and the Golf Club Agreement;

AND WHEREAS Campeau has agreed to assign to the Purchaser and the Purchaser has agreed to assume the obligations of Campeau under:

- (a) the Forty Percent Agreement, and
- (b) the Golf Club Agreement,

and the Purchaser has agreed to covenant directly with the City in respect of the obligations assumed thereunder;

AND WHEREAS the Forty Percent Agreement and the Golf Club Agreement require that, on the sale of the lands against which those agreements are registered, the purchaser shall execute an agreement with the City agreeing to be bound by the covenants and obligations therein;

AND WHEREAS the City has agreed to release Campeau from its obligations under the Forty Percent Agreement and the Golf Club Agreement, and to waive its right of first refusal contained in Section 5(3) of the 1981 Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$10.00 and other good and valuable consideration now paid by each of the parties hereto to each of the other parties (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. Assignment: Campeau hereby assigns, transfers and sets over unto the Purchaser, as of the date hereof, for its

\*x

sole use and benefit, all of Campeau's right, title and interest in and to the Forty Percent Agreement and the Golf Club Agreement, together with all benefits and advantages to be derived therefrom and all covenants and agreements in connection therewith, to have and to hold the same to the Purchaser and its successors and assigns.

2. Assumption: The Purchaser hereby assumes, as of the date hereof, all of Campeau's liabilities and obligations under and in respect of the Forty Percent Agreement and the Golf Club Agreement, to the extent that such liabilities have not been satisfied and such obligations have not been performed by Campeau, and the Purchaser covenants and agrees with Campeau and the City:

- (a) to make payment or otherwise perform such liabilities and obligations in accordance with the provisions of the Forty Percent Agreement and the Golf Club Agreement; and
- (b) that from and after the date hereof, every covenant, proviso, condition and stipulation contained in the Forty Percent Agreement and the Golf Club Agreement shall apply to and bind the Purchaser in the same manner and to the same effect as if the Purchaser had executed the same in the place and stead of Campeau.

3. Acknowledgement: The City hereby acknowledges and consents to the assignment and assumption herein contained and releases Campeau from and after the date hereof from all covenants and obligations contained in the Forty Percent Agreement and the Golf Club Agreement and waives the right of first refusal contained in Section 5(3) of the 1981 Agreement (hereinafter called the "Option") with respect to the sale to the Purchaser.

xx

4. Option: The City hereby consents to the transaction of purchase and sale provided for in the Purchase Agreement provided that nothing herein shall derogate from or cancel the City's Option upon any subsequent sale of the golf course by the Purchaser. The Purchaser hereby acknowledges and confirms that the Option shall continue to be in effect, and shall bind the Purchaser on any subsequent sale by the Purchaser as aforesaid notwithstanding the City's consent to the transaction as aforesaid.

5. Indemnity: The Purchaser hereby covenants with Campeau that the Purchaser will, at all times hereafter, well and truly save, defend and keep harmless and fully indemnified Campeau from and against all losses, costs, charges, damages and expenses which Campeau may, at any time or times, suffer, be at or be put unto for or by reason or on account of any claims or demands whatsoever arising under, from or out of any breach of the Purchaser's covenants herein.

6. Covenants of the City: The City covenants with the Purchaser to perform all the covenants and obligations of the City under the Forty Percent Agreement and the Golf Club Agreement. The City represents and warrants that as at the date hereof there is no default on the part of Campeau under the Forty Percent Agreement or the Golf Club Agreement.



KK

4. Option: The City hereby consents to the transaction of purchase and sale provided for in the Purchase Agreement provided that nothing herein shall derogate from or cancel the City's Option upon any subsequent sale of the golf course by the Purchaser. The Purchaser hereby acknowledges and confirms that the Option shall continue to be in effect, and shall bind the Purchaser on any subsequent sale by the Purchaser as aforesaid notwithstanding the City's consent to the transaction as aforesaid.

5. Indemnity: The Purchaser hereby covenants with Campeau that the Purchaser will, at all times hereafter, well and truly save, defend and keep harmless and fully indemnified Campeau from and against all losses, costs, charges, damages and expenses which Campeau may, at any time or times, suffer, be at or be put unto for or by reason or on account of any claims or demands whatsoever arising under, from or out of any breach of the Purchaser's covenants herein.

6. Covenants of the City: The City covenants with the Purchaser to perform all the covenants and obligations of the City under the Forty Percent Agreement and the Golf Club Agreement. The City represents and warrants that as at the date hereof there is no default on the part of Campeau under the Forty Percent Agreement or the Golf Club Agreement.

7. Successors and Assigns: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CAMPEAU CORPORATION

By: *[Signature]*  
E. Marineau  
Senior Vice-President

By: *[Signature]*  
DANIEL LATREILLE  
VICE-PRESIDENT

GENSTAR DEVELOPMENT COMPANY  
EASTERN LTD.

By: *[Signature]*  
L. COSMAN  
By: *[Signature]*  
J.E. DEVEREAUX  
U.P. FINANCE & ADV.

THE CORPORATION OF THE CITY OF KENNEDY

By: *[Signature]*  
Mayor - Des AIGLES

By: *[Signature]*  
Clerk - MAURICE MEIKLE



21



# TAB E

This is Exhibit "E" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

A handwritten signature in blue ink, appearing to read "Wakeel Makh", is written over a horizontal dotted line.

A Commissioner for Taking Affidavits



Document General  
Form 4 - Land Registration Reform Act

Document

6  
Y

FOR OFFICE USE ONLY

1020197  
CERTIFICATE OF RECEIPT  
RÉCEPISSE  
OTTAWA-CARLETON (4)  
'97 01 14 19  
MONICA WASAG  
CERTIFICATION OFFICER

(1) Registry  Land Titles  (2) Page 1 of 10 pages

(3) Property Identifier(s) Block 04513 04514 Property 0027 (LT) Additional: See Schedule

(4) Nature of Document APPLICATION TO REGISTER A NOTICE OF AN UNREGISTERED, ESTATE, RIGHT, TITLE OR EQUITY

(5) Consideration Dollars \$

(6) Description Firstly: Block 69, Plan 4M-510 City of Kanata, Regional Municipality of Ottawa-Carleton continued on Schedule A attached

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(8) This Document provides as follows:

CLUBLINK CAPITAL CORPORATION, having an unregistered estate, right, interest or equity in the lands described herein hereby applies under Section 71 of the Land Titles Act for the entry of an Assumption Agreement between Imasco Enterprises Inc., ClubLink Capital Corporation and The Corporation of the City of Kanata in the register for the said lands.

\* of which ClubLink Capital Corporation is the registered owner.

Continued on Schedule

(9) This Document relates to Instrument number(s) Agreement No. NS140350 RO, LT286218, LT277199, N480080 RO, LT606427, LT606425, LT606426 and LT607395

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

IMASCO ENTERPRISES INC. (Assignor)

(11) Address for Service 260-1130 Morrison Drive, Ottawa, Ontario K2H 9N6

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

CLUBLINK CAPITAL CORPORATION (Assignee) By: Justin Connidis Vice-President and Secretary 1997 01 03

I have the authority to bind the Corporation

(13) Address for Service c/o ClubLink Corporation, 15637 Dufferin Street, King City, Ontario L7B 1K5 (Attention: Justin Connidis)

(14) Municipal Address of Property Not Assigned

(15) Document Prepared by: BLAKE, CASSELS & GRAYDON Barristers and Solicitors Box 25, Commerce Court West Toronto, Ontario M5L 1A9 (416) 863-2400 ATTENTION: (BRK) BOX 101

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	20
Total	



# Schedule

601/0001/01/01

076

S

Form 8 — Land Registration Reform Act  
Additional Parties and Information — Attached to Form 1

Page 2 of 10

788

Additional Property Identifier(s)	Block	Property
<p>(9) Additional Transferor(s) The transferor hereby transfers the land to the transferee</p>		
<p>Name(s) Signature(s) Date of Signature Y M D</p>		
<p><b>THE CORPORATION OF THE CITY OF KANATA</b></p>		
<p>(8) Additional Consenting Spouses — Spouse(s) of Transferor(s) I hereby consent to this transaction.</p>		
<p>Name(s) Signature(s) Date of Signature Y M D</p>		
<p>(10) Additional Transferor(s) Address for Service 150 Katimavik Road, Kanata, Ontario K2L 2N3</p>		
<p>(11) Additional Transferee(s)</p>		
<p>Date of Birth Y M D</p>		
<p>(12) Additional Transferee(s) Address for Service</p>		
<p>(13) Additional Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 60 of the Planning Act.</p>		
<p>Signature Date of Signature Signature Date of Signature Y M D Y M D</p>		
<p>BRKMI57900637UDOCASUAGRS.ADD</p>		

FOR OFFICIAL USE ONLY



**CLUBLINK ASSUMPTION AGREEMENT**

THIS AGREEMENT is made as of November 1, 1996.

BETWEEN:

**IMASCO ENTERPRISES INC.**

("Imasco")

- and -

**CLUBLINK CAPITAL CORPORATION**

(the "Purchaser")

- and -

**THE CORPORATION OF THE CITY OF KANATA**

(the "City")

A. Pursuant to the request from Campeau Corporation ("Campeau") for an amendment to the Official Plan of The Regional Municipality of Ottawa-Carleton, Campeau and the City entered into an agreement dated May 26, 1981, governing the designation of certain lands within the Marchwood Lakeside Community as recreation and open space, which agreement was registered against title to lands legally described in Schedule "A" thereto in the Registry Office for the Registry Division of Ottawa-Carleton (No. 5) (the "LRO") on January 8, 1982 as Instrument No. NS140350 (now Land Titles No. LT286218 in respect of portions of the lands) and in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) (the "LTO") on the same day as Instrument No. LT277799 (the "1981 Agreement").

B. Campeau and the City subsequently entered into a further agreement dated December 20, 1988 addressing issues in the 1981 Agreement, which agreement was registered against title to the lands described in Schedule "A" thereto in the LRO (No. 5) on March 21, 1989 as Instrument No. N480080 and in the LTO on March 21, 1989 as Instrument No. LT606427;

C. The agreements referred to in Recitals A and B above are herein collectively called the "Forty Percent Agreement";

D. Campeau and the City entered into an agreement dated June 10, 1985 (the "1985 Agreement") governing the improvement and operation by Campeau of the Kanata Golf Course (as defined in the 1985 Agreement) on certain lands owned by Campeau situated in the City of Kanata described in Schedule "A" to the 1985 Agreement. The 1985 Agreement has been registered against the lands described in Recital E below in the LTO on March 21, 1989 as Instrument No. LT606425;

E. Campeau and the City have subsequently entered into a further agreement dated December 20, 1988 addressing issues in the 1985 Agreement, which agreement has been registered against the lands described in Schedule "A" thereto on March 21, 1989 in the LTO as Instrument No. LT606426;

F. The agreements referred to in Recitals D and E above are herein collectively called the "Golf Club Agreement";



G. Pursuant to an agreement of purchase and sale dated as of February 24, 1989, Campeau sold and assigned and Genstar Development Company Eastern Ltd. ("Genstar") purchased all of Campeau's right, title and interest in and to all of the lands which are subject to the Forty Percent Agreement and the Golf Club Agreement, which purchase was completed with the registration of a transfer/deed from Campeau to Genstar in the LTO on March 30, 1989 as Instrument No. LT607362;

H. Pursuant to the tripartite assumption agreement (the "Genstar Assumption Agreement"), between Campeau, Genstar and the City registered in the LTO on March 30, 1989 as Instrument No. LT607395, Campeau assigned to Genstar and Genstar assumed the obligations of Campeau under:

- (a) the Forty Percent Agreement; and
- (b) the Golf Club Agreement,

and Genstar covenanted directly with the City in respect of the obligations assumed thereunder;

I. The City, in the Genstar Assumption Agreement, released Campeau from its obligations under the Forty Percent Agreement and the Golf Agreement, and waived its right of first refusal contained in Section 5(3) of the 1981 Agreement;

J. Pursuant to an asset purchase agreement dated as of August 6, 1996 (the "Purchase Agreement"), Genstar agreed to sell and assign and Clublink Properties Limited ("Properties") agreed to purchase, among other things, all of Genstar's right, title and interest in and to all of the lands forming the Kanata Lakes Golf & Country Club, which lands are more particularly described in the attached Schedule "A" (the "Golf Course Lands"). On closing, Properties directed that title to the Golf Course be taken by its subsidiary, the Purchaser;

K. The Golf Course Lands form part of the lands that are the subject of the Forty Percent Agreement and the Golf Club Agreement;

L. The Forty Percent Agreement and the Golf Club Agreement require that, on the sale of the lands against which those agreements are registered, the Purchaser shall execute an agreement with the City agreeing to be bound by the covenants and obligations therein;

M. The City has agreed to waive its right of first refusal contained in Section 5(3) of the 1981 Agreement subject to the Purchaser assuming such obligations;

N. Imasco and Genstar have amalgamated under the *Canadian Business Corporations Act* to continue as and under the name of Imasco pursuant to Articles of Amalgamation effective January 1, 1997 (the "Amalgamation"), notice of which was registered in the LTO on January 7<sup>th</sup>, 1997 as Instrument No. 1120056; and

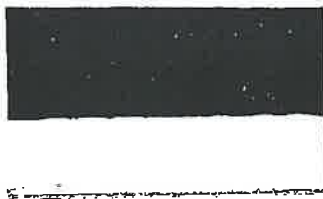
O. At the request of Imasco and the Purchaser, the City has agreed on or before June 30, 1997 to review the Forty Percent Agreement and the Golf Club Agreement to determine, acting reasonably, if the Purchaser's obligations to assume such agreements may be limited to the Golf Course Lands and if Imasco may be released for those obligations under such agreements that were assumed by the Purchaser.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of \$10.00 and other good and valuable consideration now paid by each of the parties hereto to each of the other parties (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:





1. **Amalgamation:** Imasco assumes and agrees to be bound by and perform all of the covenants, liabilities and obligations of Genstar under the Forty Percent Agreement and the Golf Club Agreement and the parties hereto acknowledge that the Amalgamation has the effect of vesting in Imasco the rights and benefits arising out of the Forty Percent Agreement and the Golf Club Agreement and subjecting Imasco to all of the duties and covenants arising therefrom.
2. **Assignment:** Imasco hereby assigns, transfers and sets over unto the Purchaser, as of the date hereof, for its sole use and benefit, all of Imasco's right, title and interest in and to the Forty Percent Agreement and the Golf Club Agreement to the extent they relate to the whole or any part of the Golf Course Lands, together with all benefits and advantages to be derived therefrom and all covenants and agreements in connection therewith, save and except for the rights and benefits contained in Section 9 of the 1981 Agreement, to have and to hold the same to the Purchaser and its successors and assigns.
3. **Assumption:** The Purchaser hereby assumes, as of the date hereof, all of Imasco's liabilities and obligations under and in respect of the Forty Percent Agreement and the Golf Club Agreement. The Purchaser covenants and agrees with Imasco and the City:
  - (a) to make payment or otherwise perform such liabilities and obligations in accordance with the provisions of the Forty Percent Agreement and the Golf Club Agreement; and
  - (b) that from and after the date hereof, every covenant, proviso, condition and stipulation contained in the Forty Percent Agreement and the Golf Club Agreement shall apply to and bind the Purchaser in the same manner and to the same effect as if the Purchaser had executed the same in the place and stead of Campeau or Imasco.
4. **City Acknowledgement:** The City acknowledges and consents to the assignment and assumption herein contained and waives the right of first refusal contained in Section 5(3) of the 1981 Agreement (the "Option") with respect to the sale to the Purchaser.
5. **Option:** The City consents to the transaction of purchase and sale provided for in the Purchase Agreement provided that nothing herein shall derogate from or cancel the City's Option upon any subsequent sale of the Golf Course by the Purchaser. The Purchaser acknowledges and confirms that the Option shall continue to be in effect, and shall bind the Purchaser on any subsequent sale by the Purchaser as aforesaid notwithstanding the City's consent to the transaction as aforesaid.
6. **Indemnity:** The Purchaser covenants with Imasco that the Purchaser will, at all times hereafter, well and truly save, defend and keep harmless and fully indemnified Imasco from and against all losses, costs, charges, damages and expenses which Imasco may, at any time or times suffer, be at or be put unto for or by reason or on account of any claims or demands whatsoever arising under, from or out of any breach of the Purchaser's covenants herein.
7. **Covenants of the City:** The City covenants with the Purchaser to perform all of the covenants and obligations of the City under the Forty Percent Agreement and the Golf Club Agreement. The City represents and warrants that as of the date hereof there is no default on the part of Imasco under the Forty Percent Agreement or the Golf Club Agreement.
8. **Supplementary Agreement:** Despite the assumption by the Purchaser and the lack of a release of Imasco in respect of the liabilities and obligations referred to in



Section 2 above, the City acknowledges that if Imasco reviews the 40% Agreement and the Golf Club Agreement in order to identify those liabilities and obligations that apply to the Golf Course Lands, and the Purchaser, acting reasonably, finds Imasco's identification to be acceptable, then the City will, acting reasonably and in good faith, review such identification, and upon being satisfied that those liabilities and obligations under those Agreements have been appropriately identified, will enter into a supplementary agreement with the Purchaser and Imasco prepared by the Purchaser and Imasco at their cost in which the Purchaser assumes only those liabilities and obligations so identified and Imasco is released from them as of the date of this Agreement.

The parties shall endeavour to proceed on the above basis expeditiously, with a view to concluding the supplemental agreement by no later than approximately June 30, 1997. Imasco and the Purchaser shall be responsible for any out-of-pocket costs of the City that the City requires to be paid in connection with the above up to a maximum of \$2,500.00.

9. **Golf Course:** Imasco covenants and agrees with the City and ClubLink to insert in all agreements of purchase and sale for lots and blocks still owned by Imasco that adjoin any part of the Golf Course Lands or are within 100 metres of any limit of the Golf Course Lands the following:
- (a) The Purchaser acknowledges that the property being purchased abuts or is in the vicinity of the golf course that is owned by ClubLink Corporation or an affiliate of it ("ClubLink") and the Purchaser for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not claim against or sue the City of Kanata, ClubLink or Imasco for any property damage or personal injury of any kind suffered by the Purchaser as a result of activities on the golf course by any users. Moreover, the Purchaser agrees to indemnify and save harmless the City, ClubLink and Imasco from all claims or suits brought against it for property damages or personal injury of any kind by any person or persons who sustain such damage or injury while on the property being purchased.
  - (b) The Purchaser acknowledges and agrees that the covenants and agreements made herein are for the benefit of the City of Kanata, ClubLink and Imasco and are actionable by the City, by ClubLink and by Imasco and their respective successors and assigns against the Purchaser, his heirs, executors, administrators, successors and assigns; and
  - (c) The Purchaser further covenants that in any further sale or transfer of the within lands, the transfer/deed shall contain the same acknowledgements, covenants or agreements by the new Purchaser or transferor as are hereby given by the Purchaser or transferor as are hereby given by the Purchaser including the agreement by the new Purchaser or transferor to exact the same acknowledgements, covenants and agreements from the new Purchaser.
10. **Open Space Lands:** If the City is required under Section 9 of the 1981 Agreement to reconvey any land (because, as provided for more particularly in such Section 9, such land ceases to be used for recreational and natural environmental purposes by the City), then the City shall notify the Purchaser of such conveyance prior to delivering it to Imasco or as Imasco may direct.
11. **Open Space Lands:** The parties to this Agreement acknowledge and agree that nothing in this Agreement alters the manner in which approximately 40% of the total development area of the "Marchwood Lakeside Community" is to be left as open space for recreation and natural environmental purposes (the "Open Space Lands") as referred to in Section 3 of the 1981 Agreement, so that the calculation of the Open



Space Lands will continue to include the area of the Golf Course Lands including, without limitation, any area occupied by any building or other facility ancillary to the golf course and country club located now or in the future on the Golf Course Lands. If the use of the Golf Course Lands as a golf course or otherwise as Open Space Lands is, with the agreement of the City, terminated, then for determining the above 40% requirement, the Golf Course Lands shall be deemed to be and remain Open Space Lands.

12. **Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **Counterparts:** This Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**IMASCO ENTERPRISES INC.**

By: \_\_\_\_\_  
Name: James Hammermeister  
Title: Authorized Signing Officer

By: \_\_\_\_\_  
Name: Sharon Eyolfson  
Title: Authorized Signing Officer

I/We have authority to bind the Corporation.

**CLUBLINK CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Justin Connidis  
Title: Vice-President and Secretary

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF KANATA**

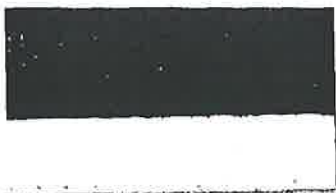
By: \_\_\_\_\_  
Name:  
Title:

c/s

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

Schedule "A" - Golf Course Lands



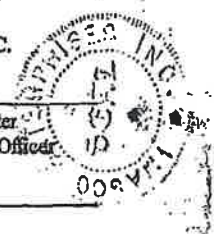
Space Lands will continue to include the area of the Golf Course Lands including, without limitation, any area occupied by any building or other facility ancillary to the golf course and country club located now or in the future on the Golf Course Lands. If the use of the Golf Course Lands as a golf course or otherwise as Open Space Lands is, with the agreement of the City, terminated, then for determining the above 40% requirement, the Golf Course Lands shall be deemed to be and remain Open Space Lands.

- 12. **Successors and Assigns:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 13. **Counterparts:** This Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**IMASCO ENTERPRISES INC.**

By: [Signature]  
Name: James Hammermeister  
Title: Authorized Signing Officer



By: [Signature]  
Name: Sharon Eyolfson  
Title: Authorized Signing Officer

I/We have authority to bind the Corporation.

**CLUBLINK CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Justin Connidis  
Title: Vice-President and Secretary

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF KANATA**

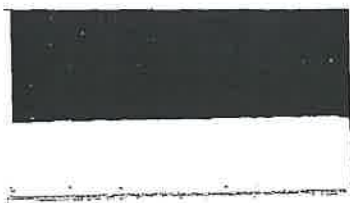
By: \_\_\_\_\_  
Name:  
Title:

c/s

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

Schedule "A" - Golf Course Lands



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By: \_\_\_\_\_  
Name: James Hammermeister  
Title: Authorized Signing Officer

By: \_\_\_\_\_  
Name: Sharon Eyoifson  
Title: Authorized Signing Officer

I/We have authority to bind the Corporation.

**CLUBLINK CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Justin Connidis  
Title: Vice-President and Secretary

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF KANATA**

By: Pamela E. Cripps  
Name: Pamela E. Cripps  
Title: Acting Mayor

By: [Signature] c/s  
Name: ANNAL LAPORTE  
Title: CITY CLERK

I/We have authority to bind the Corporation

Schedule "A" - Golf Course Lands



## Schedule "A"

796

In the City of Kanata, in the Regional Municipality of Ottawa-Carleton:

- <sup>04513</sup>  
**FIRSTLY:** PIN 84513-0027 (LT)  
 Block 69, Plan 4M-510
- SECONDLY:** PIN 04512-0640 (LT)  
 Block 126, Plan 4M-651
- THIRDLY:** PIN 04513-0091 (LT)  
 Block 132, Plan 4M-651.
- FOURTHLY:** PIN 04511-0214 (LT)  
 Block 183, Plan 4M-652.
- FIFTHLY:** PIN 04511-0700 (LT)  
 Part Block 184, Plan 4M-652, being designated as Part 2 on Plan 4R-7217.
- SIXTHLY:** PIN 04511-0659 (LT)  
 Block 185, Plan 4M-652.
- SEVENTHLY:** PIN 04511-0658 (LT)  
 Block 186, Plan 4M-652.
- EIGHTHLY:** PIN 04512-0357 (LT)  
 Block 160, Plan 4M-739.
- NINTHLY:** PIN 04511-0779 (LT)  
 Block 76, Plan 4M-741.
- TENTHLY:** PIN 04512-0740 (LT)  
 Block 76, Plan 4M-828, save and except Plan 4M-925.
- ELEVENTHLY:** PIN 04512-0140 (LT)  
 Block 1, Plan 4M-881, save and except for (i) Plan 4M-925; and (ii) Parts 1, 2, 3, 4, 5 and 6, inclusive, on Plan 4R-12476.
- TWELFTHLY:** PIN 04512-0683 (LT)  
 Block 55, Plan 4M-883.
- THIRTEENTHLY:** PIN 04512-0676 (LT)  
 Block 56, Plan 4M-883, save and except for Part 7 on Plan 4R-12476.
- FOURTEENTHLY:** Part of PIN 04511-1007 (LT)  
 Part of Lots 5 and 6, Concession 3 and part of the road allowance between Lots 5 and 6, Concession 3 of the geographic Township of March designated as Part 2, Plan 4R-7987.
- FIFTEENTHLY:** Part of PIN 04511-1003 (LT)  
 Part of Lot 6, Concession 3, designated as Part 1, Plan 4R-7987.
- SIXTEENTHLY:** PIN 04511-1002 (LT)  
 Part road allowance as widened between Lots 5 and 6, Concession 3 of the geographic Township of March, being that part of Beaverbrook Road and Richardson Side Road (as stopped up and closed by LT552228) being designated as Part 4, Plan 4R-6557.
- SEVENTEENTHLY:** PIN 04512-0358 (LT)  
 Part Block 192, Plan 4M-652, designated as Part 2, Plan 4R-7259.

10

# TAB F

This is Exhibit "F" referred to in the  
Affidavit of Nancy Roberts, sworn before me,  
this 6th day of March, 2020

.....*Waleed Malik*.....

A Commissioner for Taking Affidavits



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE MCEWEN

)  
)  
)  
)

TUESDAY, THE 12TH  
DAY OF MARCH, 2019



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 (the "Applicants")

**SECOND AMENDED AND RESTATED INITIAL ORDER**

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING (i) the affidavit of Eric Thauvette sworn March 12, 2019 and the exhibits thereto (the "**Thauvette Affidavit**"), (ii) the affidavit of Nancy Roberts sworn March 12, 2019, and (iii) the pre-filing report dated March 12, 2019 (the "**Monitor's Pre-Filing Report**") of FTI Consulting Canada Inc. ("**FTI**") in its capacity as the proposed Monitor of the Applicants, and on hearing the submissions of counsel for the Applicants, BAT (as defined herein), FTI and the Honourable Warren K. Winkler, Q.C. in his capacity as proposed Court-Appointed Mediator (as defined herein), and on reading the consent of FTI to act as the Monitor,

**SERVICE**

1. THIS COURT ORDERS that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application

is properly returnable today and hereby dispenses with further service thereof.

## APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

## PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

## DEFINITIONS

4. THIS COURT ORDERS that for purposes of this Order:

- (a) “**BAT**” means British American Tobacco p.l.c.;
- (b) “**BAT Group**” means, collectively, BAT, BATIF, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited or entities related to or affiliated with them other than the Applicants and the ITCAN Subsidiaries;
- (c) “**BATIF**” means B.A.T. International Finance p.l.c.;
- (d) “**Co-Defendants**” means JTI-Macdonald Corp. and Rothmans, Benson & Hedges Inc.;
- (e) “**Deposit Posting Order**” means the order of the Quebec Court of Appeal granted October 27, 2015 or any other Order requiring the posting of security or the payment of a deposit in respect of the Quebec Class Actions;
- (f) “**ITCAN**” means Imperial Tobacco Canada Limited;
- (g) “**ITCAN Subsidiaries**” means the direct and indirect subsidiaries of the Applicants listed in Schedule “B”;

- (h) “**Pending Litigation**” means any and all actions, applications and other lawsuits existing at the time of this Order in which any of the Applicants is a named defendant or respondent (either individually or with other Persons (as defined below)) relating in any way whatsoever to a Tobacco Claim, including without limitation the litigation listed in Schedule “A”;
- (i) “**Quebec Class Actions**” means the proceedings in the Quebec Superior Court and the Quebec Court of Appeal in (i) *Cécilia Létourneau et al. v. JTI Macdonald Corp., Imperial Tobacco Canada Limited and Rothmans, Benson & Hedges Inc.* and (ii) *Conseil Québécois sur le Tabac et la Santé and Jean-Yves Blais v. JTI Macdonald Corp., Imperial Tobacco Canada Limited and Rothmans, Benson & Hedges Inc.* and all decisions and orders in such proceedings, including, without limitation, the Deposit Posting Order;
- (j) “**Sales & Excise Taxes**” means all goods and services, harmonized sales or other applicable federal, provincial or territorial sales taxes, and all federal excise taxes and customs and import duties and all federal, provincial and territorial tobacco taxes;
- (k) “**Tobacco Claim**” means any right or claim (including, without limitation, a claim for contribution or indemnity) of any Person against or in respect of the Applicants, the ITCAN Subsidiaries or any member of the BAT Group that has been advanced (including, without limitation, in the Pending Litigation), that could have been advanced or that could be advanced, and whether such right or 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 as a government body or agency, insurer, employer, or otherwise, under or in connection with:
- (i) applicable law, to recover damages in respect of the development, manufacture, production, marketing, advertising, distribution, purchase or sale of Tobacco Products, the use of or exposure to Tobacco Products or any representation in respect of Tobacco Products, in Canada, or in the case

of any of the Applicants, anywhere else in the world; or

- (ii) the legislation listed on Schedule “C”, as may be amended or restated, or similar or analogous legislation that may be enacted in future,

excluding any right or claim of a supplier relating to goods or services supplied to, or the use of leased or licensed property by, the Applicants, the ITCAN Subsidiaries or any member of the BAT Group; and

- (l) “**Tobacco Products**” means tobacco or any product made or derived from tobacco or containing nicotine that is intended for human consumption, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, cigarette tobacco, roll your own tobacco, smokeless tobacco, electronic cigarettes, vaping liquids and devices, heat-not-burn tobacco, and any other tobacco or nicotine delivery systems and shall include materials, products and by-products derived from or resulting from the use of any tobacco products.

## **POSSESSION OF PROPERTY AND OPERATIONS**

5. THIS COURT ORDERS that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, independent contractors, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or Business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the Applicants and the applicable ITCAN Subsidiaries shall be entitled to continue to utilize the central cash management system currently in place as described in the Thauvette Affidavit or replace it with another substantially similar

central cash management system (the “**Cash Management System**”) and that any present or future bank or other Person providing the Cash Management System (including, without limitation, BATIF and its affiliates, The Bank of Nova Scotia and Citibank, N.A.) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants and the applicable ITCAN Subsidiaries of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person other than the Applicants and the applicable ITCAN Subsidiaries, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, compensation, vacation pay, bonuses, incentive and share compensation plan payments, employee and retiree pension and other benefits and related contributions and payments (including, without limitation, expenses related to the Applicants’ employee and retiree medical, dental, disability, life insurance and similar benefit plans or arrangements, employee assistance programs and contributions to or any payments in respect of the Applicants’ other retirement programs), reimbursement expenses (including, without limitation, amounts charged to corporate credit cards), termination pay, salary continuance and severance pay payable to employees, independent contractors and other personnel, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements or with Monitor approval;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants, including without limitation in respect of any proceedings under Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended, at their standard rates and charges;

- (c) with the consent of the Monitor, amounts for goods or services actually supplied to the Applicants prior to the date of this Order:
  - (i) by logistics or supply chain providers, including customs brokers and freight forwarders;
  - (ii) by providers of information technology, social media marketing strategies and publishing services; and
  - (iii) in respect of the Loyalty Program as set out in the Thauvette Affidavit;
- (d) with the consent of the Monitor, amounts payable in respect of any Intercompany Transactions (as defined herein); and
- (e) by other third party suppliers, if, in the opinion of the Applicants, such payment is necessary or desirable to preserve the operations of the Business or the Property.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) capital expenditures other than as permitted in clause (a) above to replace or supplement the Property or that are otherwise of benefit to the Business, provided that Monitor approval is obtained for any single such expenditure in excess of \$1 million or an aggregate of such expenditures in a calendar year in excess of \$5 million; and
- (c) payment for goods or services supplied or to be supplied to the Applicants on or after the date of this Order (including the payment of any royalties).

9. THIS COURT ORDERS that the Applicants are authorized to complete outstanding transactions and engage in new transactions with any member of the BAT Group and to continue, on and after the date hereof, to buy and sell goods and services and to allocate, collect and pay costs, expenses and other amounts from and to the members of the BAT Group, including without limitation in relation to head office and shared services, finished, unfinished and semi-finished materials, personnel, administrative, technical and professional services, and royalties and fees in respect of trademark licenses (collectively, together with the Cash Management System and all transactions and all inter-company funding policies and procedures between any of the Applicants and any member of the BAT Group, the “**Intercompany Transactions**”) in the ordinary course of business as described in the affidavit or as otherwise approved by the Monitor. All Intercompany Transactions in the ordinary course of business between the Applicants and any member of the BAT Group, including the provision of goods and services from any member of the BAT Group to any of the Applicants, shall continue on terms consistent with existing arrangements or past practice or as otherwise approved by the Monitor.

10. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay (whether levied, accrued or collected before, on or after the date of this Order):

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees’ wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all Sales & Excise Taxes required to be remitted by the Applicants in connection with the Business; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

11. THIS COURT ORDERS that the Applicants are, subject to paragraph 12, authorized to post and to continue to have posted, cash collateral, letters of credit, performance bonds, payment bonds, guarantees and other forms of security from time to time, in an aggregate amount not exceeding \$111 million (the “**Bonding Collateral**”), to satisfy regulatory or administrative requirements to provide security that have been imposed on the Applicants in the ordinary course and consistent with past practice in relation to the collection and remittance of federal excise taxes and customs and import duties and federal, provincial and territorial tobacco taxes, whether the Bonding Collateral is provided directly or indirectly by the Applicants as such security.

12. THIS COURT ORDERS that the Canadian federal, provincial and territorial authorities entitled to receive payments or collect monies from the Applicants in respect of Sales & Excise Taxes are hereby stayed during the Stay Period from requiring that any additional bonding or other security be posted by or on behalf of the Applicants in connection with Sales & Excise Taxes, or any other matters for which such bonding or security may otherwise be required.

13. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the relevant Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, at such intervals as such Rent is usually paid in the ordinary course of business. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

14. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants or claims to which they are subject to any of their creditors as of this date and to post no security in respect of such amounts or claims, including pursuant to an order or judgment; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.



## RESTRUCTURING

15. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations and to dispose of redundant or non-material assets not exceeding \$1,000,000 in any one transaction or \$5,000,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) pursue all avenues of refinancing of the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and
- (d) pursue all avenues to resolve any of the Tobacco Claims, in whole or in part,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

16. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the relevant Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the relevant Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and such Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the relevant Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or

resiliation of the lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

17. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against such Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### STAY OF PROCEEDINGS

18. THIS COURT ORDERS that until and including April 11, 2019, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), including but not limited to an application for leave to appeal to the Supreme Court of Canada in the Quebec Class Action (a "**QCA Leave Application**"), the Pending Litigation and any other Proceeding in relation to any other Tobacco Claim, shall be commenced, continued or take place by, against or in respect of the Applicants, the ITCAN Subsidiaries, the Monitor, any of their respective employees and representatives acting in that capacity, the Court-Appointed Mediator, or affecting the Business or the Property or the funds deposited pursuant to the Deposit Posting Order, <sup>by the Applicants</sup> except with leave of this Court, and any and all Proceedings currently under way or directed to take place by, against or in respect of any of the Applicants or the ITCAN Subsidiaries, any of their respective employees and representatives acting in that capacity or affecting the Business or the Property or the funds deposited pursuant to the Deposit Posting Order are hereby stayed and suspended pending further Order of this Court. All counterclaims, cross-claims and third party claims of the Applicants in the Pending Litigation are likewise subject to this stay of Proceedings during the Stay Period.

19. THIS COURT ORDERS that, during the Stay Period, (i) none of the Pending Litigation or any Proceeding in relation to any other Tobacco Claim shall be commenced, continued, or take place against or in respect of any Person named as a defendant or respondent

(other than JTI-Macdonald Corp. and Rothmans, Benson & Hedges Inc.) in any of the Pending Litigation (such Persons, the “**Other Defendants**”); and (ii) no Proceeding in Canada that relates in any way to a Tobacco Claim or to the Applicants, the Business or the Property shall be commenced, continued or take place against or in respect of any member of the BAT Group except, in either case, with leave of this Court, and any and all such Proceedings currently underway or directed to take place against or in respect of any of the Other Defendants or any member of the BAT Group are hereby stayed and suspended pending further Order of this Court.

20. THIS COURT ORDERS that, to the extent any prescription, time or limitation period relating to any Proceeding by, against or in respect of the Applicants, the ITCAN Subsidiaries, any of the Other Defendants, or any member of the BAT Group that is stayed pursuant to this Order may expire, including but not limited to any prescription of time whereby the Applicants would be required to commence the QCA Leave Application, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

21. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants, the ITCAN Subsidiaries or the Monitor or their respective employees and representatives acting in that capacity, or affecting the Business or the Property or to obtain the funds deposited pursuant to the Deposit Posting Order (including, for greater certainty, any enforcement process or steps or other rights and remedies under or relating to the Quebec Class Actions against the Applicants, the Property or the ITCAN Subsidiaries), are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants or the ITCAN Subsidiaries to carry on any business which the Applicants or the ITCAN Subsidiaries are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH RIGHTS**

22. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants or the ITCAN Subsidiaries, except with the written consent of the Applicants and the Monitor, or leave of this Court.

**CONTINUATION OF SERVICES**

23. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or the ITCAN Subsidiaries or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, customs clearing, warehouse or logistical services or other services to the Business, the Applicants or the ITCAN Subsidiaries, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants or the ITCAN Subsidiaries, and that the Applicants and the ITCAN Subsidiaries shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants and the ITCAN Subsidiaries in accordance with normal payment practices of the Applicants and the ITCAN Subsidiaries or such other practices as may be agreed upon by the supplier or service provider and the respective Applicant or ITCAN Subsidiary and the Monitor, or as may be ordered by this Court.

**NON-DEROGATION OF RIGHTS**

24. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **SALES AND EXCISE TAX CHARGE**

25. THIS COURT ORDERS that the Canadian federal, provincial and territorial authorities that are entitled to receive payments or collect monies from the Applicants in respect of Sales & Excise Taxes (including for greater certainty the Canada Border Services Agency) shall be entitled to the benefit of and are hereby granted a charge (the “**Sales and Excise Tax Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$580 million, as security for all amounts owing by the Applicants in respect of Sales & Excise Taxes, after taking into consideration any Bonding Collateral posted in respect thereof. The Sales and Excise Tax Charge shall have the priority set out in paragraphs 45 and 47 hereof.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

26. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

### **DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE**

27. THIS COURT ORDERS that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

28. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$16 million, as security for the indemnity provided in paragraph 27 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 45 and 47 herein.

29. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order.

#### **APPOINTMENT OF MONITOR**

30. THIS COURT ORDERS that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicants in their preparation of the Applicants' cash flow statements;
- (d) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (e) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) assist the Applicants, to the extent required by the Applicants, in its efforts to explore the potential for a resolution of any of the Tobacco Claims;
- (i) consult with the Court-Appointed Mediator in connection with the Court-Appointed Mediator's mandate, including in relation to any negotiations to settle any Tobacco Claims and the development of the Plan;
- (j) be and is hereby appointed to serve as the "foreign representative" of the Applicants in respect of an application to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

32. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of 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.

33. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste

or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *Quebec Environment Quality Act*, the *Quebec Act Respecting Occupational Health and Safety* and any regulations under any of the foregoing statutes (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

34. THIS COURT ORDERS that the Monitor shall provide any creditor of the Applicants and the Court-Appointed Mediator with information provided by the Applicants in response to reasonable requests for information made in writing by such person addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

35. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized, *nunc pro tunc*, to pay to the Monitor, counsel to the Monitor and counsel to the Applicants retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.



37. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$5 million, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

#### **COURT-APPOINTED MEDIATOR**

39. THIS COURT ORDERS that the Hon. Warren K. Winkler, Q.C. is hereby appointed, as an officer of the Court and shall act as a neutral third party (the “**Court-Appointed Mediator**”) to mediate a global settlement of the Tobacco Claims.

40. THIS COURT ORDERS that in carrying out his mandate, the Court-Appointed Mediator may, among other things:

- (a) Adopt processes which, in his discretion, he considers appropriate to facilitate negotiation of a global settlement;
- (b) Retain independent legal counsel and such other advisors and persons as the Court-Appointed Mediator considers necessary or desirable to assist him in carrying out his mandate;
- (c) Consult with all Persons with Tobacco Claims (“**Tobacco Claimants**”), the Monitor, the Applicants, the Co-Defendants, other creditors and stakeholders of the Applicants and/or the Co-Defendants and any other persons the Court-Appointed Mediator considers appropriate;
- (d) Accept a court appointment of similar nature in any proceedings under the CCAA commenced by a company that is a co-defendant or respondent with the Applicants

or the Co-Defendants in any action brought by one or more Tobacco Claimants, including the Pending Litigation;

- (e) Apply to this Court for advice and directions as, in his discretion, the Court-Appointed Mediator deems necessary.

41. THIS COURT ORDERS that, subject to an agreement between the Applicants and the Court-Appointed Mediator, all reasonable fees and disbursements of the Court-Appointed Mediator and his legal counsel and financial and other advisors as may have been incurred by them prior to the date of this Order or which shall be incurred by them in relation to carrying out his mandate shall be paid by the Applicants and the Co-Defendants on a monthly basis, forthwith upon the rendering of accounts to the Applicants and the Co-Defendants.

42. THIS COURT ORDERS that the Court-Appointed Mediator shall be entitled to the benefit of and is hereby granted a charge (the “**Court-Appointed Mediator Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$1 million, as security for his fees and disbursements and for the fees and disbursements of his legal counsel and financial and other advisors, in each case incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Court-Appointed Mediator Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. THIS COURT ORDERS that the Court-Appointed Mediator is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

44. THIS COURT ORDERS that, in addition to the rights and protections afforded as an officer of this Court, the Court-Appointed Mediator shall incur no liability or obligation as a result of his appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on his part. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the *Courts of Justice Act* (Ontario).

**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

45. THIS COURT ORDERS that the priorities of the Administration Charge, the Court-Appointed Mediator Charge, the Directors' Charge, and the Sales and Excise Tax Charge (collectively, the "**Charges**"), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of \$5 million) and the Court-Appointed Mediator Charge (to the maximum amount of \$1 million), *pari passu*;
- (b) Second – Directors' Charge (to the maximum amount of \$16 million); and
- (c) Third – the Sales and Excise Tax Charge (to the maximum amount of \$580 million).

46. THIS COURT ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges encumbrances, and claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**") in favour of any Person in respect of such Property save and except for:

- (a) purchase-money security interests or the equivalent security interests under various provincial legislation and financing leases (that, for greater certainty, shall not include trade payables);
- (b) statutory super-priority deemed trusts and liens for unpaid employee source deductions;
- (c) deemed trusts and liens for any unpaid pension contribution or deficit with respect to the DB Plans, the DC Plan (as such terms are defined in the Thauvette Affidavit) and any of the Applicants' other pension plans, but only to the extent that any such

deemed trusts and liens are statutory super-priority deemed trusts and liens afforded priority by statute over all pre-existing Encumbrances granted or created by contract; and

- (d) liens for unpaid municipal property taxes or utilities that are given first priority over other liens by statute.

48. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the Charges affected thereby (collectively, the “**Chargees**”), or further Order of this Court.

49. THIS COURT ORDERS that each of the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

### **SERVICE AND NOTICE**

51. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) and La Presse a notice containing the information prescribed under the CCAA as well as the date of the Comeback Motion (as defined below) and advising of the appointment of the Court-Appointed Mediator, (ii) within five days after the date of this Order or as soon as reasonably practicable thereafter, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice (which shall include the date of the Comeback Motion) to every known creditor who has a claim (contingent, disputed or otherwise) against the Applicants of more than \$5,000, except with respect to (I) Tobacco Claimants, in which cases the Monitor shall only send a notice to the Court-Appointed Mediator and to counsel of record in the applicable Pending Litigation (if any) and (II) in the case of beneficiaries of the DB Plans, the DC Plan (as such terms are defined in the Thauvette Affidavit) and any of the Applicants' other pension plans, in which case the Monitor shall only send a notice to the trustees of each of the DB Plans, the DC Plan and the Applicants' other pension plans, and the Retraite Québec, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The list referenced in subparagraph (C) above shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual.

52. THIS COURT ORDERS that notice of the appointment of the Court-Appointed Mediator shall be provided to the Tobacco Claimants by:

- (a) notice on the Case Website (as defined herein) posted by the Monitor;

- (b) advertisements published without delay by the Monitor in The Globe and Mail (National Edition) and La Presse, which advertisements shall be in addition to the advertisement required under paragraph 51 hereof, and which shall be run on two non-consecutive days following the day on which the advertisement set out in paragraph 51 is run; and
- (c) delivery by the Applicant of a copy of this Order to counsel of record in the applicable Pending Litigation, who shall thereafter (i) post notice of the appointment of the Court-Appointed Mediator on their respective websites and (ii) deliver notice of the appointment of the Court-Appointed Mediator to each representative plaintiff;

53. THIS COURT ORDERS that notice of any motions or other proceedings to which the Tobacco Claimants are entitled or required to receive in these CCAA proceedings and in respect of which the Court-Appointed Mediator has the authority to represent the Tobacco Claimants may be served on the Court-Appointed Mediator and, unless the Court has ordered some other form of service, such service will constitute sufficient service and any further service on Tobacco Claimants is dispensed with.

54. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall 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 a Case Website shall be established by the Monitor in accordance with the Guide with the following URL: <http://cfcanada.fticonsulting.com/imperialtobacco> (“**Case Website**”).

55. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, 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 Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants 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.

56. THIS COURT ORDERS that the Applicants are authorized to rely on the notice provided in paragraph 51 to provide notice of the comeback motion to be heard on a date to be set by this Court upon the granting of this Order (the "**Comeback Motion**") and shall only be required to serve motion materials relating to the Comeback Motion, in accordance with the Guide, upon those parties who serve a Notice of Appearance in this proceeding prior to the date of the Comeback Motion.

57. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List. The Monitor shall manage the scheduling of all motions that are brought in these proceedings.

58. **THIS COURT ORDERS** that the Applicants and the Monitor and 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 Applicants' creditors or other 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).

#### **GENERAL**

59. THIS COURT ORDERS that the Applicants or the Monitor 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 their respective powers and duties under this Order or the interpretation or application of this Order.

60. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

61. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or any other country, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

62. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is 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 Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. THIS COURT ORDERS that any interested party (including the Applicants, BAT, and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

64. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order (the "**Effective Time**") and that from the Effective Time to the time of the granting of this Order any action taken or notice given by any creditor of the Applicants or by any other Person to commence or continue any enforcement, realization, execution or other remedy of any kind whatsoever against the Applicant,



the Property, the Business or the funds deposited pursuant to the Deposit Posting Order shall be deemed not to have been taken or given, as the case may be.



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**SCHEDULE "A"**  
**PENDING LITIGATION**

**A. Medicaid Claim Litigation**

	<b>Jurisdiction</b>	<b>File Date &amp; Court File No.</b>	<b>Plaintiff(s)</b>	<b>Defendant(s)</b>
1.	Alberta	June 8, 2012; 1201-07314 (Calgary)	Her Majesty in Right of Alberta	Altria Group, Inc.; B.A.T Industries p.l.c.; British American Tobacco (Investments) Limited; British American Tobacco p.l.c.; Canadian Tobacco Manufacturers Council; Carreras Rothmans Limited; Imperial Tobacco Canada Limited; JTI-MacDonald Corp.; Philip Morris International, Inc.; Philip Morris USA, Inc.; R.J. Reynolds Tobacco Company; R.J. Reynolds Tobacco International, Inc.; Rothmans, Benson & Hedges Inc.; and Rothmans Inc.
2.	British Columbia	January 24, 2001, further amended February 17, 2011; S010421 (Vancouver)	Her Majesty the Queen in right of British Columbia	Imperial Tobacco Canada Limited, Rothmans, Benson & Hedges Inc., Rothmans Inc., JTI-Macdonald Corp., Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited, Philip Morris Incorporated, Philip Morris International, Inc., R. J. Reynolds Tobacco Company, R. J. Reynolds Tobacco International, Inc., Rothmans International Research Division and Ryesekks p.l.c.
3.	Manitoba	May 31, 2012, amended October 16, 2012; CI 12-01-78127 (Winnipeg)	Her Majesty the Queen in right of the Province of Manitoba	Rothmans, Benson & Hedges Inc., Rothmans, Inc., Altria Group, Inc., Philip Morris U.S.A. Inc., Philip Morris International, Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited, and Canadian Tobacco Manufacturers' Council
4.	New Brunswick	March 13, 2008; F/C/88/08 (Fredericton)	Her Majesty the Queen in right of the Province of New Brunswick	Rothmans Inc., Rothmans, Benson & Hedges Inc., Carreras Rothmans Limited, Altria Group, Inc., Phillip Morris U.S.A. Inc., Phillip Morris International Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited and Canadian Tobacco Manufacturers' Council

	Jurisdiction	File Date & Court File No.	Plaintiff(s)	Defendant(s)
5.	Newfoundland and Labrador	February 8, 2011, amended June 4, 2014; 01G. No. 0826 (St. John's)	Attorney General of Newfoundland and Labrador	Rothmans Inc., Rothmans, Benson & Hedges Inc., Carreras Rothmans Limited, Altria Group, Inc., Philip Morris USA Inc, Philip Morris International Inc., JTI-MacDonald Corp., RJ Reynolds Tobacco Company, RJ Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c, British America Tobacco (Investments) Limited and Canadian Tobacco Manufacturers' Council
6.	Nova Scotia	January 2, 2015; 434868/737868 (Halifax)	Her Majesty The Queen in Right of the Province of Nova Scotia	Rothmans, Benson & Hedges Inc., Rothmans Inc., Altria Group, Inc., Philip Morris U.S.A. Inc, Philip Morris International Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited and Canadian Tobacco Manufacturers' Council.
7.	Ontario	Amended December 11, 2009, amended as amended August 25, 2010, fresh as amended March 28, 2014, amended fresh as amended, April 20, 2016; CV-09-387984 (Toronto)	Her Majesty the Queen in right of Ontario	Rothmans Inc., Rothmans, Benson & Hedges Inc., Carreras Rothmans Limited, Altria Group, Inc., Phillip Morris U.S.A. Inc., Phillip Morris International Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited and Canadian Tobacco Manufacturers' Council
8.	Prince Edward Island	September 10, 2012, amended October 17, 2012; SI GS-25019 (Charlottetown)	Her Majesty the Queen in right of the Province of Prince Edward Island	Rothmans, Benson & Hedges Inc., Rothmans, Inc., Altria Group, Inc., Philip Morris U.S.A. Inc., Philip Morris International, Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited, and Canadian Tobacco Manufacturers' Council
9.	Québec	June 8, 2012; 500-17-072363-123 (Montréal)	Procureur général du Québec	Impérial Tobacco Canada Limitée, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited, Rothmans, Benson & Hedges, Philip Morris USA Inc., Philip Morris International

	Jurisdiction	File Date & Court File No.	Plaintiff(s)	Defendant(s)
				Inc., JTI-MacDonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International, Inc., et Conseil Canadien de Fabricants des Produits du Tabac
10.	Saskatchewan	Amended October 5, 2012; Q.B. 8712012 (Saskatoon)	The Government of Saskatchewan	Rothmans, Benson & Hedges Inc., Rothmans Inc., Altria Group, Inc., Philip Morris International, Inc., JTI-Macdonald Corp., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International Inc., Imperial Tobacco Canada Limited, British American Tobacco p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited, and Canadian Tobacco Manufacturers' Council

#### B. Tobacco Claim Litigation – Certified and Proposed Class Actions

	Jurisdiction	Date Filed; Court File No.	(Representative) Plaintiff	Defendant(s)
1.	Alberta	June 15, 2009; 0901-08964 (Calgary)	Linda Dorion	Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Imperial Tobacco Canada Limited, Altria Group, Inc., Phillip Morris Incorporated, Phillip Morris International, Inc., Phillip Morris U.S.A. Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco, International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc., Ryesekks p.l.c.
2.	British Columbia	May 8, 2003; L 031300 (Vancouver)	John Smith (a.k.a., Kenneth Knight)	Imperial Tobacco Canada Ltd.
3.	British Columbia	June 25, 2010; 10-2780 (Victoria)	Barbara Bourassa on behalf of the Estate of Mitchell David Bourassa	Imperial Tobacco Canada Limited, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Altria Group, Inc. Phillip Morris International, Inc., Phillip Morris U.S.A. Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc., Ryesekks p.l.c. and Canadian Tobacco Manufacturers' Council <sup>1</sup>

<sup>1</sup> British American Tobacco p.l.c. and Carreras Rothmans Limited have been released from this action.

	<b>Jurisdiction</b>	<b>Date Filed; Court File No.</b>	<b>(Representative) Plaintiff</b>	<b>Defendant(s)</b>
4.	British Columbia	June 25, 2010; 10-2769 (Victoria)	Roderick Dennis McDermid	Imperial Tobacco Canada Limited, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Altria Group, Inc., Phillip Morris International, Inc., Phillip Morris U.S.A. Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc., Ryesekks p.l.c. and Canadian Tobacco Manufacturers' Council <sup>2</sup>
5.	Manitoba	June 2009; CI09-01-61479 (Winnipeg)	Deborah Kunta	Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Imperial Tobacco Canada Limited, Altria Group, Inc., Phillip Morris Incorporated, Phillip Morris International Inc., Phillip Morris U.S.A. Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco, International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc and Ryesekks p.l.c.
6.	Nova Scotia	June 18, 2009; 312869 2009 (Halifax)	Ben Semple	Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Imperial Tobacco Canada Limited, Altria Group, Inc., Phillip Morris Incorporated, Phillip Morris International, Inc., Phillip Morris U.S.A. Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco, International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc., Ryesekks p.l.c.
7.	Ontario	December 2, 2009; 64757 (London)	The Ontario Flue-Cured Tobacco Growers' Marketing Board, Andy J. Jacko, Brian Baswick, Ron Kichler and Arpad Dobrentey	Imperial Tobacco Canada Limited, which is to be heard together with similar actions against Rothmans, Benson & Hedges Inc., and JTI-MacDonald Corp.
8.	Ontario	June 27, 2012; 53794/12 (St. Catharines)	Suzanne Jacklin	Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Imperial Tobacco Canada Limited, Altria Group, Inc., Phillip Morris Incorporated, Phillip Morris International Inc., Phillip Morris U.S.A. Inc.,

<sup>2</sup> British American Tobacco p.l.c. and Carreras Rothmans Limited have been released from this action.

	Jurisdiction	Date Filed; Court File No.	(Representative) Plaintiff	Defendant(s)
				R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco, International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc., Ryeseckks p.l.c
9.	Quebec	September 30, 2005; 500-06-000070-983 (Montreal)	Christine Fortin, Cécilia Létourneau and Joseph Mandelman	Imperial Tobacco Canada Ltd., Rothmans, Benson & Hedges Inc. and JTI-Macdonald Corp.
10.	Quebec	September 29, 2005; 500-06-000076-980 (Montreal)	Conseil Quebecois Sur Le Tabac Et La Sante and Jean-Yves Blais	Imperial Tobacco Canada Ltd., Rothmans, Benson & Hedges Inc. and JTI Macdonald Corp.
11.	Saskatchewan	July 10, 2009; 1036 of 2009; (June 12, 2009; 916 of 2009 never served) (Regina)	Thelma Adams	Canadian Tobacco Manufacturers' Council, B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c., Imperial Tobacco Canada Limited, Altria Group, Inc., Phillip Morris Incorporated, Phillip Morris International Inc., Phillip Morris USA Inc., R.J. Reynolds Tobacco Company, R.J. Reynolds Tobacco, International, Inc., Carreras Rothmans Limited, JTI-MacDonald Corp., Rothmans, Benson & Hedges Inc., Rothmans Inc. and Ryeseckks p.l.c. <sup>3</sup>

### C. Tobacco Claim Litigation – Individual Actions

	Jurisdiction	Date Filed; Court File No.	(Representative) Plaintiff	Defendant(s)
1.	Nova Scotia	February 20, 2002, 177663 (Halifax)	Peter Stright	Imperial Tobacco Canada Limited
2.	Ontario	May 1, 1997, amended May 25, 1998; fresh as amended March 28, 2004; C17773/97 (Milton)	Ljubisa Spasic as estate trustee of Mirjana Spasic	Imperial Tobacco Limited and Rothmans, Benson & Hedges Inc.
3.	Ontario	Amended September 8, 2014; 00-CV-	Ragoonanan <i>et al.</i>	Imperial Tobacco Canada Limited

<sup>3</sup> B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, British American Tobacco p.l.c. have been released from this action.

		183165-CP00 (Toronto)		
4.	Ontario	June 30, 2003; 1442/03 (London)	Scott Landry	Imperial Tobacco Canada Limited
5.	Ontario	June 12, 1997; 21513/97 (North York)	Joseph Battaglia	Imperial Tobacco Canada Limited
6.	Quebec	December 8, 2016; 750-32- 700014-163 (Saint- Hyacinthe)	Roland Bergeron	Imperial Tobacco Canada Limited

**SCHEDULE "B"**  
**ITCAN SUBSIDIARIES**

Imperial Tobacco Services Inc.  
Imperial Tobacco Products Limited  
Marlboro Canada Limited  
Cameo Inc.  
Medallion Inc.  
Allan Ramsay and Company Limited  
John Player & Sons Ltd.  
Imperial Brands Ltd.  
2004969 Ontario Inc.  
Construction Romir Inc.  
Genstar Corporation  
Imasco Holdings Group, Inc.  
ITL (USA) limited  
Genstar Pacific Corporation  
Imasco Holdings Inc.  
Southward Insurance Ltd.  
Liggett & Myers Tobacco Company of Canada Limited



**SCHEDULE “C”  
HEALTH CARE COSTS RECOVERY LEGISLATION**

Jurisdiction	Statute
Alberta	<i>Crown’s Right of Recovery Act, SA 2009, c C-35</i>
British Columbia	<i>Tobacco Damages and Health Care Costs Recovery Act, SBC 2000, c 30</i>
Manitoba	<i>The Tobacco Damages Health Care Costs Recovery Act, SM 2006, c 18</i>
New Brunswick	<i>Tobacco Damages and Health Care Costs Recovery Act, SNB 2006, c T-7.5</i>
Newfoundland and Labrador	<i>Tobacco Health Care Costs Recovery Act, SNL 2001, c T-4.2</i>
Nova Scotia	<i>Tobacco Health-Care Costs Recovery Act, SNS 2005, c 46</i>
Northwest Territories	Proclaimed but not yet in force: <i>Tobacco Damages and Health Care Costs Recovery Act, SNWT 2011, c 33</i>
Nunavut	Proclaimed but not yet in force: <i>Tobacco Damages and Health Care Costs Recovery Act, SNu 2010, c 31</i>
Ontario	<i>Tobacco Damages and Health Care Costs Recovery Act, 2009, SO 2009, c 13</i>
Prince Edward Island	<i>Tobacco Damages and Health Care Costs Recovery Act, SPEI 2009, c 22</i>
Québec	<i>Tobacco-related Damages and Health Care Costs Recovery Act, 2009, CQLR c R-2.2.0.0.1</i>
Saskatchewan	<i>The Tobacco Damages and Health Care Costs Recovery Act, SS 2007, c T-14.2</i>
Yukon	N/A

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

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SECOND AMENDED AND RESTATED INITIAL  
ORDER

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Imperial Tobacco Canada Limited  
and Imperial Tobacco Company Limited

# TAB 3

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	_____, THE _____
	)	
JUSTICE MCEWEN	)	DAY OF MARCH, 2020

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

**ORDER  
(Limited Lift of Stay)**

**THIS MOTION**, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for a limited lifting of the stay of proceedings, was read this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Applicants and the Affidavit of Nancy Roberts sworn March 6, 2020, and on being advised that the Common Service List was served with the Applicants' Motion Record as appears from the Affidavit of Service of Waleed Malik affirmed March 6, 2020, filed:

**SERVICE**

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.

**EXTENSION OF THE STAY PERIOD**

2. **THIS COURT ORDERS** that the Second Amended and Restated Initial Order dated March 12, 2019 (the “**Initial Order**”) is hereby varied by partially lifting the stay of proceedings imposed by the Initial Order for the sole and limited purpose of permitting Imperial Tobacco Canada Limited to be added as a respondent to the application brought by the City of Ottawa bearing Court File No. 19-81809 (the “**Application**”) and to exercise any rights it is entitled to as a respondent to the Application, and to allow the Application to continue.

**GENERAL**

3. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

4. **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 of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

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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 IMPERIAL TOBACCO CANADA LIMITED AND  
IMPERIAL TOBACCO COMPANY LIMITED

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

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding Commenced at Toronto

**ORDER**  
(Limited Lift of Stay)

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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 IMPERIAL  
TOBACCO CANADA LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED**

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

**APPLICANTS**

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

Proceeding commenced at Toronto

**MOTION RECORD OF IMPERIAL TOBACCO  
CANADA LIMITED AND IMPERIAL TOBACCO  
COMPANY LIMITED**  
(Motion in Writing for Limited Lift of Stay)

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Matter No: 1144377