

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782266

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900728942

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Entreprise Robert Thibert Inc.		10/22/2018	Corporation:

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	199 Bay Street, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86245793	R-SPEC RTX
Serial Number:	86245803	OR RTX OFFROAD
Serial Number:	86245796	IXION WHEELS
Serial Number:	86245802	RTX OE
Serial Number:	86245791	RTX
Serial Number:	87574833	RV PRO
Serial Number:	87273614	OR RTX
Serial Number:	87617759	WABBAN
Serial Number:	87757005	RODAC
Serial Number:	88060846	D

CORRESPONDENCE DATA

Fax Number: 4168632653

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4168632400

Email: epatent@blakes.com

Correspondent Name: Josie Fazzalari

Address Line 1: 199 Bay Street, Suite 4000

Address Line 2: Commerce Court West

Address Line 4: Toronto, CANADA M5L 1A9

ATTORNEY DOCKET NUMBER: 60435/00099

NAME OF SUBMITTER: Josie Fazzalari

SIGNATURE: /Josie Fazzalari/

DATE SIGNED: 01/24/2023

Total Attachments: 41

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TRADEMARK

REEL: 007935 FRAME: 0554

DEED OF HYPOTHEC

ON THE Twenty-Second (22nd) day of October, Two Thousand and Eighteen (2018)

BEFORE Mtre. Louiza Sadoun, the undersigned Notary for the Province of Québec, practising at the City of Montréal

APPEARED: **ENTREPRISE ROBERT THIBERT INC.**, a corporation amalgamated under the *Canada Business Corporations Act*, having its registered office at 200 Boul. Saint-Jean-Baptiste, Mercier, Québec J6R 2L2, in this Deed acting and represented by Christian Thibert, its President, duly authorized pursuant to a resolution of its board of directors an original, certified copy or photocopy of which is annexed to this Deed after having been acknowledged as true and having been signed by said representative before the undersigned Notary,

(the “**Grantor**”)

AND: **CANADIAN IMPERIAL BANK OF COMMERCE**, a Canadian chartered bank constituted under the *Bank Act* (Canada) having an office at 199 Bay Street, 4th Floor, Toronto, Ontario M5L 1A2, as administrative agent under the Credit Agreement, which includes acting as hypothecary representative for the present and future Secured Parties pursuant to Article 2692 of the *Civil Code of Québec*, and represented by Paul Sawaya, Director, its representative, duly authorized as he so declare(s),

(the “**Agent**”)

RECITALS:

- A. The Grantor is or may be indebted to the Secured Parties (as defined in Section 1).
- B. The Grantor has agreed to execute this Deed and to grant the Hypothec (as defined in Section 1) on the Charged Property (as defined in Section 1) in order to secure the Secured Liabilities (as defined in Section 1).
- C. The Grantor is duly authorized to grant the Hypothec as provided for in this Deed.

D. The foregoing recitals are made as representations and warranties and statements of fact by the Grantor and not the Secured Parties.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. Interpretation.

(1) **Definitions.** In this Deed capitalized terms used but not otherwise defined in this Deed shall have the meanings given to them in the Credit Agreement and, the following terms have the following meanings:

“**Agent**” means the party described as “Agent” on the first page of this Deed, acting as administrative agent under the Credit Agreement, which shall include acting as hypothecary representative for the present and future Secured Parties, and shall include its successors and assigns appointed pursuant to the provisions of the Credit Agreement and this Deed.

“**Assignment of Crown Debt Regulations**” means the *Assignment of Crown Debt Regulations* (C.R.C., c. 675).

“**Books and Records**” means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Charged Property which are at any time owned by the Grantor or to which the Grantor (or any Person on the Grantor’s behalf) has access.

“**Canadian Dollars**”, “**Dollars**”, “**\$**” or “**CANS**” means lawful currency of Canada.

“**Charged Property**” means all the property described or referred to in and hypothecated pursuant to Section 3.

“**Contracts**” means all contracts and agreements to which the Grantor is at any time a party or pursuant to which the Grantor has at any time acquired rights, and includes (a) all rights of the Grantor to receive money due and to become due to it in connection with a contract or agreement, (b) all rights of the Grantor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (c) all rights of the Grantor to perform and exercise all remedies in connection with a contract or agreement.

“**Control**” means “control” within the meaning of the STA or Article 2713.4 of the *Civil Code of Québec*, as applicable.

“**Credit Agreement**” means the credit agreement dated as of or about October 24, 2018 among the Grantor, as borrower, the financial institutions and other parties thereto from time to time, as lenders, and the Agent, as amended, supplemented, restated or replaced from time to time.

“Documents of Title” means all documents or other writings of any nature, form or description whatsoever that purport to be issued by or addressed to a Person and purport to cover such corporeal movable property in said Person’s possession as are identified or fungible portions of an identified mass, whether such corporeal movable property constitutes Inventory or Equipment, and which documents or other writings are treated in the ordinary course of business as establishing that the Person in possession thereof is entitled to receive, hold and dispose of the said documents or other writings and the corporeal movable property any of them covers, and further, whether such documents or other writings are negotiable in form or otherwise, including bills of lading and warehouse receipts, in which documents or other writings the Grantor now has, or may at any time in the future have, any right, title or interest.

“Equipment” has the meaning set out in Section 3(1)(d).

“Grantor” means the party described as “Grantor” on the first page of this Deed and shall include its successors and permitted assigns.

“Hypothec” means the hypothec created or evidenced pursuant to Section 3.

“Hypothecated Claims” has the meaning set out in Section 5(1).

“Instruments” means all bills, notes and cheques (as such terms are defined in the *Bills of Exchange Act* (Canada)), all other documents and writings of any nature, form or description that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment, and all letters of credit and advices of credit (provided that such letters of credit and advices of credit state that they must be surrendered upon claiming payment thereunder), in which the Grantor now has, or may at any time in the future have, any right, title or interest.

“Intellectual Property Rights” means all industrial and intellectual property rights of the Grantor or in which the Grantor has any right, title or interest, including copyrights, patents, inventions (whether or not patented), trade-marks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders’ rights, knowhow and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

“Inventory” has the meaning set out in Section 3(1)(a)(i).

“Issuer” means any Person that issues one or more Securities and, with respect to any security or security entitlement (within the meaning of the STA) forming part of the Securities, has the meaning given to that term in the STA.

“Laws” means all federal, provincial, municipal, foreign and international laws, statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority binding on or affecting the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority).

“Monetary Claims” means all claims held by the Grantor, present or future, that constitute monetary claims within the meaning given thereto in Article 2713.1 of the *Civil Code of Québec*.

“Organizational Documents” means, with respect to any Person, such Person’s articles or other charter documents, by-laws, unanimous shareholder agreement, partnership agreement or trust agreement, as applicable, and any and all other similar agreements, documents and instruments relative to such Person.

“Permits” means all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, servitudes, rights-of-way, easements and entitlements that the Grantor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

“Person” includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, Governmental Authority or other entity.

“Pledged Issuer” means, at any time, any Person that is at such time an Issuer with respect to any Pledged Securities.

“Pledged Issuer’s Jurisdiction” means, with respect to any Pledged Issuer, the country or territorial unit of such Pledged Issuer as determined pursuant to Article 3108.2 of the *Civil Code of Québec*.

“Pledged Securities” means, collectively, (a) all Securities set out in Schedule A to this Deed or in any schedules, documents or listing that the Grantor may from time to time provide to the Agent or its nominee(s) or other mandatary(s) in connection with this Deed, and (b) all Securities that are delivered to or in possession or, in the case of securities and security entitlements (within the meaning of the STA) under Control of the Agent or its nominee(s) or other mandatary(s), whether or not such Securities are also covered in clause (a) above; and **“Pledged Security”** means any one or more of the foregoing.

“Proceeds” has the meaning set out in Section 3(1)(j).

“**Receiver**” has the meaning set out in Section 11(2)(p).

“**Release Date**” means the date on which all the Secured Liabilities have been indefeasibly paid and discharged in full and no Secured Party has any further obligations pursuant to which further Secured Liabilities of any Grantor might arise.

“**Secured Liabilities**” means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Grantor to the Secured Parties (or any of them), whenever and however incurred, and any unpaid balance thereof.

“**Secured Parties**” means, collectively, the Agent and the Lenders (including in their capacities as F/X Bank and/or a Cash Management Provider, as the case may be) and their respective Affiliates, and “**Secured Party**” means any one of them.

“**Securities**” means (i) all securities, security entitlements and financial assets (each term within the meaning of the STA), (ii) all bonds, debentures, promissory notes, negotiable instruments and other evidences of indebtedness, (iii) all options, warrants, investment certificates and futures contracts, (iv) all mutual funds units and participations in any trust, (v) all interests, units or similar participations in any partnership or limited liability company, (vi) all other instruments or titles generally called or included as a security, (vii) all securities and instruments issued or received in substitution, renewal, addition or replacement of, or issued or received on the purchase, redemption, conversion, cancellation or other transformation of, or issued or received by way of dividend or otherwise to holders of, any securities or instruments set out in any of the preceding clauses (i) to and including (vi); in all cases of such property, now or hereafter owned or held by the Grantor or on its behalf, together with the voting, dividend and other rights conferred upon by such property and rights. The term “Securities” shall include, without limitation, the Pledged Securities.

“**Security Entitlement’s Jurisdiction**” means, with respect to any security entitlement forming part of the Pledged Securities, the country or the territorial unit the law of which governs the acquisition of such security entitlement from a securities intermediary as determined pursuant to Article 3108.7 of the *Civil Code of Québec*.

“**STA**” means *An Act respecting the transfer of securities and the establishment of security entitlements* (Québec), as such legislation may be amended, renamed, or replaced from time to time, and includes all regulations from time to time adopted under such legislation.

“**This Deed**”, “**these presents**”, “**herein**”, “**hereby**”, “**hereunder**”, “**hereof**”, “**hereto**” and similar expressions refer to this Deed, and to

any deed, or other document amending, supplementing or restating this Deed.

“**ULC**” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company.

“**ULC Laws**” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

“**ULC Securities**” means any shares or other Securities in the capital stock of a ULC.

(2) **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation” (unless such phrase already follows such words). The word “or” is disjunctive; the word “and” is conjunctive. The word “shall” is mandatory; the word “may” is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Deed in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to this Deed, Section headings are for convenience of reference only, are not part of this Deed and shall not affect the construction of, or be taken into consideration in interpreting, this Deed. Any reference in this Deed to a Permitted Lien is not intended to subordinate, postpone, assign or cede rank of, and shall not be interpreted as subordinating, postponing, assigning or ceding rank of, or as any agreement to subordinate, postpone, assign or cede rank of, any Hypothec to any Permitted Lien. The preamble shall form an integral part of this Deed as if recited herein at length.

(3) **Benefits of this Deed.** The parties hereto and the Secured Parties shall be bound by the provisions of this Deed (including the irrevocable appointment in Section 2 below) and the benefits, rights, remedies or claims under this Deed shall enure to them to the exclusion of any others.

(4) **Currency.** All references to dollar amounts are, unless expressly otherwise provided, expressed in terms of the lawful currency of Canada.

(5) **Suspensive Condition.** If the grant of the Hypothec with respect to any Contract, Intellectual Property Right or Permit under Section 3 would result in the termination, resolution, rescission or breach of such Contract, Intellectual Property Right or Permit or is otherwise prohibited or ineffective (whether by the terms thereof or under applicable Law), then the Hypothec on any such Contract, Intellectual Property Right or Permit shall be under suspensive condition of such right of termination, resolution, rescission or breach being lifted or otherwise remedied or terminated and, on the exercise by the Agent of any of its hypothecary or other rights or remedies under this Deed shall be assigned by the Grantor as directed by the Agent, provided that: (a) the Hypothec shall affect and charge such Contract, Intellectual Property Right or Permit, or applicable portion thereof, immediately at such time as the condition causing such termination, resolution, rescission or breach is lifted or otherwise remedied or terminated, and (b) if a term in a Contract that prohibits or restricts the grant of the Hypothec in the whole or in part of the Grantor's rights, interest and obligations under such Contract is unenforceable against the Agent under applicable Law, then the suspensive condition set out above regarding the Hypothec charging any such Contract shall not apply to such Contract. For greater certainty, no Intellectual Property Right in any trade-mark, get-up or trade dress is presently assigned absolutely to the Agent by sole virtue of the grant of the Hypothec contained in Section 3.

2. Appointment of the Agent as Hypothecary Representative. The Agent, as part of its powers and duties as administrative agent under the Credit Agreement, is hereby appointed by the Grantor to act as hypothecary representative as contemplated in Article 2692 of the *Civil Code of Québec* for the present and future Secured Parties in order to receive and hold any right or hypothec hereby or hereafter created, constituted or evidenced, and the Agent hereby irrevocably accepts and agrees to act in such capacity. Any Person who becomes a Secured Party shall benefit from the provisions hereof and the appointment of the Agent to act as hypothecary representative for the present and future Secured Parties and, upon becoming a Secured Party, irrevocably authorizes the Agent to perform such function. To the extent necessary, the Grantor also hereby acknowledges the appointment pursuant to the Credit Agreement of the Agent, as administrative agent, to act as hypothecary representative as contemplated in Article 2692 of the *Civil Code of Québec* for the present and future Secured Parties in order to receive and hold any right or hypothec hereby or hereafter created, constituted or evidenced.

3. Hypothec.

(1) **Grant of Hypothec.** As security for the due payment and performance of the Secured Liabilities, the Grantor hereby hypothecates, for the sum of [REDACTED] in lawful currency of Canada, with interest thereon at the rate of twenty five percent

(25%) per annum from the date of this Deed, in favour of the Agent, as hypothecary representative for the present and future Secured Parties, the universality of all of its movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situate, the whole including, without limitation, the following universalities of present and future movable property of the Grantor:

(a) *Inventory.*

- (i) All inventory and property in stock of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, including property in reserve, raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bills of lading, animals, wares, mineral substances, hydrocarbons and other products of the soil and all fruits thereof, from the time of their extraction, as well as any other property held for sale, lease or processing in the manufacture or transformation of property intended for sale, lease or use in providing a product or service by the Grantor (collectively, the "**Inventory**");
- (ii) The Inventory held by third parties pursuant to a lease agreement, a leasing contract, a franchise or licence agreement, or any other agreement entered into with the Grantor or on its behalf, is also subject to the Hypothec created herein; and
- (iii) Property having formed part of the Inventory which has been alienated by the Grantor in favour of a third Person but with respect to which the Grantor has retained title pursuant to a reservation of ownership provision, shall remain charged by this Hypothec until title is transferred; any Inventory the ownership of which reverts to the Grantor pursuant to the resolution or resiliation of any agreement is also subject to the Hypothec created herein;

(b) *Claims, Book Debts and Other Movable Property.*

- (i) *Claims, Receivables and Book Debts.* All of the Grantor's claims, debts and demands, whatever their cause or nature, whether or not they are certain, liquid or exigible, whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft, whether litigious or not, whether or not they have been previously or are to be invoiced, whether or not they constitute book debts or trade accounts receivable, and including those accounts

which are with respect to any Charged Property, all monies or other obligations or indebtedness owing or to be owing to the Grantor arising from the sale, lease or exchange of all or any part of the Charged Property under any Contracts for the foregoing (whether or not yet earned by performance on the part of Grantor) as well as all royalties, income, accounts receivable, receipts, revenues, deposits (including without limitation security, utility and other deposits and interest thereon), accounts, cash, issues, profits, charges for goods or services rendered, interest on security, tax and receivables, rents, instalment payment obligations, profits and benefits of every nature from the use, enjoyment and occupancy of the Charged Property, or the sale, lease, sublease, licence, concession or other grant of right to use or occupy, and including without limitation all Monetary Claims. Hypothecated Claims shall include: (A) indemnities payable to the Grantor under any Contract of insurance of property, of persons or of liability, (B) the sums owing to the Grantor in connection with interest or currency exchange Contracts and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, (C) the Grantor's rights in the credit balance of accounts held for its benefit either by the Agent (subject to the Agent's compensation rights) or by any financial institution or any other Person, and (D) proceeds of expropriation;

- (ii) *Rights of Action.* The Grantor's rights under Contracts and Permits, as well as the Grantor's rights of action and claims against third Persons;
- (iii) *Accessories.* All the security, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including without limitation the rights of the Grantor in its capacity as seller under an instalment sale agreement or a conditional sale agreement, where the claims are the result of such sale);
- (iv) *Movable Property.* All movable property owned by the Grantor and covered by the instalment or conditional sales agreements mentioned in Section 3(1)(b)(iii); and
- (v) *No Exclusion.* A right or a claim shall not be excluded from the Charged Property by reason of the fact that: (A) the debtor thereof is domiciled outside the

Province of Québec, or (B) the debtor thereof is an Affiliate of the Grantor (regardless of the Law of the jurisdiction of its incorporation or creation, as applicable), (C) such right or claim is not related to the operation of the Grantor, or (D) such right or claim is not related to the ordinary course of business of the Grantor;

- (c) *Instruments.* All Instruments now or hereafter owned by the Grantor or held by the Grantor or on its behalf, and all of the right, title and interest of the Grantor in any and all of the Instruments;
- (d) *Equipment and Other Property.* All the equipment, office furniture, appliances, supplies, apparatus, tools, patterns, models, dies, blueprints, fittings, furnishings, fixtures, machinery, vehicles and rolling stock (all such property collectively, the "**Equipment**"), including without limitation spare parts, accessories and additions of whatever nature or kind;
- (e) *Intellectual Property Rights.* All Intellectual Property Rights of the Grantor, including, without limitation, the Intellectual Property Rights listed in Schedule A hereto, if any;
- (f) *Contracts.* All Contracts, including without limitation any construction, utility, maintenance, management, advisory, operating and service Contracts, and Contracts with architects and engineers, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of any Charged Property of the Grantor;
- (g) *Permits.* All Permits now or hereafter acquired by the Grantor or held by the Grantor or on its behalf, in Canada or abroad, including without limitation those listed in Schedule A hereto, if any, and all of the right, title and interest of the Grantor in any and all Permits;
- (h) *Documents of Title.* All Documents of Title now or hereafter owned by the Grantor or held by the Grantor or on its behalf, and all of the right, title and interest of the Grantor in any and all Documents of Title;
- (i) *Securities.* All Securities now or hereafter owned by the Grantor or held by the Grantor or on its behalf, and all of the right, title and interest of the Grantor in any and all of the Securities;
- (j) *Fruits and Revenues.* All fruits and revenues emanating from the Charged Property, including without limitation the

proceeds of any sale, assignment, lease or other disposition of any of the Charged Property, any claim resulting from such a sale, assignment, lease or other disposition, as well as any property acquired in replacement thereof (collectively, the "Proceeds");

- (k) *Books and Records and Others Documents.* All Books and Records, as well as the rights of the Grantor to recover such property from third parties; and
- (l) *Replacement Property.* Any and all Charged Property which is acquired, transformed or manufactured after the date of this Deed shall be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by the Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Charged Property, and (iii) in the case of Securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged Securities and without the Agent being required to register or re-register any notice whatsoever, the property hypothecated under this Deed being a universality of present and future property.

4. Pledge. As security for the Secured Liabilities, the Grantor pledges and hypothecates with delivery the Pledged Securities, the Monetary Claims (subject to Section 5 and 10(13) hereof) and the other Charged Property delivered to, or in the possession or Control of the Agent or its nominee(s) or other mandatary(s) and for greater certainty, this Deed shall apply to such pledge and hypothec with delivery.

5. Additional Provisions To The Hypothec On Hypothecated Claims And Contracts.

(1) **Authorization to Collect.** The Agent hereby authorizes the Grantor to collect and recover all claims forming part of the Charged Property including, without limitation, all Monetary Claims (collectively, the "Hypothecated Claims") in the ordinary course of business of the Grantor and for the purpose of carrying on the same. At the Agent's request, the Grantor shall deliver to the Agent any Books and Records, Contracts and any other documents evidencing and relating to the agreements and transactions which gave rise to the Hypothecated Claims, including all original orders, invoices and shipping receipts. At any time that an Event of Default has occurred and is continuing, such authorization may be withdrawn and revoked by the Agent by written notice with respect to all or any part of the Hypothecated Claims, whereupon the Agent shall be free to itself effect such collection and to exercise any of the rights referred to in Section 5; the Grantor shall then remit to the Agent all Books and Records, Contracts and all other documents related to the Hypothecated Claims. If, after such authorization is withdrawn (and even if such revocation is not yet registered

or delivered to the holders of such claims), sums payable under such Hypothecated Claims and property are paid to the Grantor, the Grantor shall receive same as mandatory of the Agent and shall remit same to the Agent promptly without the necessity of any demand to this effect.

(2) **Collection by the Agent.** At any time that an Event of Default has occurred and is continuing, the Agent having withdrawn the authorization provided for above shall be entitled to collect all Hypothecated Claims in accordance with what is provided for by Law. It may further exercise any rights regarding such Hypothecated Claims and more particularly, it may grant or refuse any consent which may be required from the Grantor in its capacity as owner of such Hypothecated Claims, and shall not, in the exercise of such right, be required to obtain the consent of the Grantor or serve the Grantor any notice thereof, nor shall it be under any obligation to establish that the Grantor has refused or neglected to exercise such rights, and it may further grant delays, take or abandon any security, make arrangements and adjust, settle or compromise the amount or payment of the Hypothecated Claims, grant releases and deal with matters concerning all Hypothecated Claims, in such manner and to such extent as the Agent deems appropriate in the circumstances and without the intervention or consent of the Grantor.

(3) **Grantor Remains Liable under Hypothecated Claims and Contracts.** Notwithstanding any provision of this Deed, the Grantor shall remain liable under each of the documents giving rise to the Hypothecated Claims of the Grantor and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Grantor thereunder, all in accordance with the terms of each such document and Contract. Neither the Agent nor any Secured Party shall have any obligation or liability under any Hypothecated Claim of the Grantor (or any document giving rise thereto) or Contract by reason of or arising out of this Deed or the receipt by the Agent of any payment relating to such Hypothecated Claim or Contract pursuant hereto, and in particular (but without limitation) neither the Agent nor any Secured Party shall be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any Hypothecated Claim (or any document giving rise thereto) or under or pursuant to any Contract to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Hypothecated Claim (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

6. Additional Provisions to the Hypothec on Securities.

(1) **Voting Rights.** Unless an Event of Default has occurred and is continuing, the Grantor shall be entitled to exercise all voting power from time to time exercisable with respect to the Securities and give consents, waivers and ratifications in respect thereof, provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which

would be, or would have a reasonable likelihood of being, prejudicial to the interests of the Agent and the Secured Parties or which would have the effect of reducing the value of the Charged Property as security for the Secured Liabilities or imposing any restriction on the transferability of any of the Charged Property. Unless an Event of Default has occurred and is continuing, the Agent shall, from time to time at the request and expense of the Grantor, execute or cause to be executed, with respect to all Securities that are registered in the name of the Agent or its nominee, valid proxies appointing the Grantor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Agent or such nominee, as the case may be, at any and all meetings of the applicable Issuer's shareholders or debt holders, all Securities that are registered in the name of the Agent or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Issuer for and on behalf of the Agent or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of any Event of Default, all such rights of the Grantor to vote and give consents, waivers and ratifications shall cease and the Agent or its nominee shall be entitled to exercise all such voting rights and to give all such consents, waivers and ratifications.

(2) **Dividends; Interest.** Unless an Event of Default has occurred and is continuing, the Grantor shall be entitled to receive any and all cash dividends, interest, principal payments and other forms of cash distribution on the Securities which it is otherwise entitled to receive, but any and all stock and/or liquidating dividends, distributions of property, returns of capital or other distributions made on or with respect to the Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of any Issuer of such Securities or received in exchange for such Securities or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which any Issuer of such Securities may be a party or otherwise, and any and all cash and other property received in exchange for any Securities shall be and become part of the Charged Property subject to the Hypothec and, if received by the Grantor, shall forthwith be delivered to the Agent or its nominee (accompanied, if appropriate, by proper instruments of assignment or stock powers of attorney executed by the Grantor in accordance with the Agent's instructions) to be held subject to the terms of this Deed; and if any of the certificates evidencing the Securities have been registered in the name of the Agent or its nominee, the Agent shall execute and deliver (or cause to be executed and delivered) to the Grantor all such dividend orders and other instruments as the Grantor may request for the purpose of enabling the Grantor to receive the dividends, distributions or other payments which the Grantor is authorized to receive and retain pursuant to this Section. If an Event of Default has occurred and is continuing, all rights of the Grantor pursuant to this Section shall cease and the Agent shall have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which the Grantor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the

Agent pursuant to the provisions of this Section shall be retained by the Agent as additional Charged Property under this Deed and be applied in accordance with the provisions of this Deed.

(3) **Compliance with instructions from the Agent.** The Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by the Grantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Deed, without any other or further instructions from the Grantor, and the Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted or prohibited hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Agent.

7. **Assignment Of Claims Subject To The Financial Administration Act.** The Grantor hereby assigns to the Agent by way of absolute assignment all its present and future claims which are subject to Sections 67 and 68 of the *Financial Administration Act* (Canada) and any other analogous legislation, as collateral and continuing security for all Secured Liabilities. The Agent may, and the Grantor shall, at the request of the Agent, fulfil any further formalities required by Law to make such transfer enforceable, including any formalities set out in the Assignment of Crown Debt Regulations.

8. **Representations and Warranties.** The Grantor represents and warrants to the Agent that, as of the date of this Deed:

(1) **Grantor Information.** All the information set out in Schedule A hereto is accurate and complete.

(2) **Hypothecated Claims.** The amount represented by the Grantor to the Agent from time to time as owing by each account debtor or by all account debtors with respect to its Hypothecated Claims will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Grantor to the Agent at that time, will be owed free of any dispute, set-off, compensation or counterclaim. Except as disclosed in writing by the Grantor to the Agent, neither the Grantor nor (to the best of the Grantor's knowledge) any other party to the Hypothecated Claim of the Grantor or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Hypothecated Claim or Contract where such default is or could reasonably be expected to be materially adverse to the Grantor, the Agent or any of the Secured Parties. None of the Hypothecated Claims is secured by registered hypothec.

(3) **Claims Subject to the *Financial Administration Act* (Canada).** The Grantor has no claim falling under Section 7 hereof.

(4) **Securities.**

(a) **Control.** No Person other than the Agent has Control over any Pledged Securities.

- (b) *Partnership, Limited Liability Companies.* The terms of any Pledged Securities constituting a unit of or similar participation in a partnership or a limited liability company expressly provide that such unit or similar participation is a "security" for the purposes of the STA.
- (c) *No Required Disposition.* There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Grantor would be required to sell, redeem or otherwise dispose of any Pledged Securities or under which any Pledged Issuer has any obligation to issue any Securities of such Pledged Issuer to any Person.
- (d) *No Restrictions.* There exists no restriction in the Organizational Documents of any Pledged Issuer of Pledged Securities with respect to the granting of the hypothec and pledge in, and the assignment or transfer of, the Pledged Securities. There exists no shareholders' agreement with respect to the Pledged Securities. For the purposes of complying with any such hypothecation, charge or transfer of Securities restrictions contained in the Organizational Documents of any Issuer, if any, the Grantor hereby irrevocably consents to any such hypothecation, charge or transfer of the Securities of such Issuer.

(5) **Intellectual Property Rights.** All registrations and applications for registration pertaining to any Intellectual Property Rights, all other material Intellectual Property Rights, and the nature of the Grantor's right, title or interest therein are described in Schedule A to this Deed. Each Intellectual Property Right is valid, subsisting, unexpired, enforceable, and has not been abandoned. In the case of copyright works, the Grantor has obtained full and irrevocable waivers of all moral rights or similar rights pertaining to such works. Except as set out in Schedule A to this Deed, none of the Intellectual Property Rights have been licensed or franchised by the Grantor to any Person or, to the best of the Grantor's knowledge, infringed or otherwise misused by any Person. Except as set out in Schedule A to this Deed, the exercise of any Intellectual Property Right, or any licensee or franchisee thereof, has not infringed or otherwise misused any intellectual property right of any other Person, and the Grantor has not received and is not aware of any claim of such infringement or other misuse.

9. **Survival.** All representations and warranties made by the Grantor in this Deed (a) are material, (b) shall be considered to have been relied on by the Agent and the Secured Parties, and (c) shall survive the execution and delivery of this Deed or any investigation made at any time by or on behalf of the Agent or the Secured Parties and any disposition or payment of the Secured Liabilities until this Deed is released in writing by the Agent.

10. **Covenants.** The Grantor covenants and agrees with the Agent that:

(1) **Further Documentation, Registration.** The Grantor shall from time to time, at the expense of the Grantor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Agent may request for the purpose of obtaining or preserving the full benefits of, the first rank of the Hypothec created (subject to Permitted Liens) and the rights and powers granted by this Deed (including the filing or registration of any financing statements, financing change statements, registration applications or similar documents under any applicable legislation with respect to the Hypothec). The Grantor acknowledges that this Deed has been prepared based on the existing Laws in the Province of Québec and that a change in such Laws may require the execution and delivery of different forms of security documentation. Accordingly, the Grantor agrees that the Agent shall have the right to require that this Deed be amended, supplemented, restated or replaced, and that the Grantor shall immediately on request by the Agent authorize, execute and deliver any such amendment, supplement, restatement or replacement (a) to reflect any changes in such Laws, whether arising as a result of changes in laws, statutory amendments, court decisions or otherwise, (b) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (c) if the Grantor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Agent's Liens similar to, and having the same effect as, the Hypothec. Without limiting the generality of the foregoing, the Grantor shall register or cause to be registered without delay the Hypothec in every jurisdiction and in every office where the registration, filing or record thereof may be necessary or required, in the opinion of the Agent, to preserve, protect, perfect and render opposable to third parties the Hypothec and to renew the same. The Grantor shall maintain the Hypothec over the Charged Property as an opposable and perfected first ranking Liens (subject only to Permitted Liens).

(2) **Maintenance of Collateral.** The Grantor shall maintain all of its corporeal Charged Property in good operating condition, ordinary wear and tear excepted, and the Grantor shall provide all maintenance, service and repairs necessary for such purpose. The Grantor shall maintain in good standing all registrations and applications with respect to its Intellectual Property Rights except to the extent that any failure to do so could not reasonably be expected to be materially adverse to the Grantor or any of the Secured Parties.

(3) **Limitations on Dispositions of Charged Property.** The Grantor shall not, without the Agent's prior written consent, sell, lease or otherwise dispose of any of the Charged Property, except that Inventory may be sold, leased or otherwise disposed of and, subject to the terms of this Deed, Hypothecated Claims may be collected, in either case in the ordinary course of the Grantor's business. Following an Event of Default that is continuing, all Proceeds of the Charged Property (including all amounts received with respect to Hypothecated Claims) received by or on behalf of the Grantor, whether or not arising in the ordinary course of the Grantor's

business, shall be received by the Grantor as mandatory for the Agent and shall be immediately paid to the Agent.

(4) **Limitations on Modifications, Waivers, Extensions.** The Grantor shall not (a) amend, modify, terminate, permit to expire or waive any provision of any Permit, Contract or any document giving rise to a Hypothecated Claim in any manner which is or could reasonably be expected to be materially adverse to the Grantor, the Agent or any of the Secured Parties, or (b) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to a Hypothecated Claim if such failure is or could reasonably be expected to be materially adverse to the Grantor, the Agent or any of the Secured Parties.

(5) **Limitations on Discounts, Compromises, Extensions of Hypothecated Claims.** Other than in the ordinary course of business of the Grantor consistent with previous practices, the Grantor shall not (a) grant any extension of the time for payment of any Hypothecated Claim, (b) compromise, compound or settle any Hypothecated Claim for less than its full amount, (c) release, wholly or partially, any Person liable for the payment of any Hypothecated Claim, or (d) allow any credit or discount of any Hypothecated Claim.

(6) **Further Identification of Charged Property.** The Grantor shall promptly furnish to the Agent such statements and schedules further identifying and describing the Charged Property, and such other reports in connection with the Charged Property, as the Agent may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by the Grantor, including vehicle identification numbers.

(7) **Agreements re Intellectual Property Rights.** Promptly upon request from time to time by the Agent, the Grantor shall authorize, execute and deliver any and all agreements, instruments, documents and papers that the Agent may request to evidence the Hypothec in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Grantor connected with the use of, and symbolized by, any such Intellectual Property Rights.

(8) **Instruments; Documents of Title.** Promptly upon request from time to time by the Agent, the Grantor shall deliver to the Agent, endorsed or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may reasonably request, any and all Instruments and Documents of Title as the Agent may specify in its request.

(9) **Notices.** The Grantor shall advise the Agent promptly, in reasonable detail, of any:

- (a) change to a Security Entitlement's Jurisdiction or a Pledged Issuer's Jurisdiction;

- (b) change in the location of the jurisdiction of incorporation or amalgamation, domicile (head office or registered office) or chief executive office of the Grantor;
- (c) change in the name of the Grantor;
- (d) merger, consolidation or amalgamation of the Grantor with any other Person;
- (e) additional jurisdiction in which the Grantor carries on business or has corporeal Charged Property;
- (f) additional jurisdiction in which material account debtors of the Grantor are located;
- (g) acquisition of any right, title or interest in any immovable property;
- (h) acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, or which are material to the Grantor's business;
- (i) acquisition of any Instrument or Document of Title;
- (j) creation or acquisition of any Subsidiary of the Grantor;
- (k) acquisition of any Securities, whether certificated or uncertificated, the establishment of a security entitlement to a financial asset and the opening of a securities account with a securities intermediary (within the meaning of the foregoing terms under the STA);
- (l) the opening of any deposit or other financial account for the Grantor;
- (m) surety (guarantor) which may have guaranteed the payment of any Hypothecated Claims, or of any security, hypothec, prior claims or property right retained or assigned securing Hypothecated Claims;
- (n) any Liens (other than the Permitted Liens), or claim asserted against, any of the Charged Property, or of any value given to the Grantor, within the meaning of Articles 2699 and 2708 of the *Civil Code of Québec*, by the creditors of the Grantor; or
- (o) occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Charged Property or on the Hypothec.

The Grantor shall not effect or permit any of the changes referred to in Sections 10(9)(a) through 10(9)(o) unless all registrations and

filings have been made and all other actions taken that are required in order for the Agent to continue at all times following such change to have valid and opposable first ranking Hypothec (subject only to Permitted Liens) with respect to all of the Charged Property.

(10) **Securities.**

- (a) *Certificated Securities.* The Grantor shall deliver to the Agent or any nominee(s) or other mandatary(s), all certificates and other materials as the Agent may require from time to time to provide the Agent with Control over all certificated securities (within the meaning of STA) forming part of the Securities in the manner provided in the STA, which will remain in the possession of the Agent or its nominee(s) or other mandatary(s). The Grantor hereby consents to the holding of the certificates representing the securities (within the meaning of STA) forming part of the Securities and such other materials by the Agent or the nominee(s) or other mandatary(s) named by the Agent. At the request of the Agent, the Grantor shall cause the certificates representing the securities (within the meaning of STA) forming part of Securities issued to the Grantor to be registered in the name of the Agent or its nominee(s) or such other mandatary(s).
- (b) *Uncertificated Securities.* The Grantor shall deliver to the Agent or any nominee(s) or other mandatary(s) named by the Agent, any and all such documents, agreements and other materials as the Agent may require from time to time to provide the Agent with Control over all uncertificated securities (within the meaning of STA) forming part of the Securities in the manner provided in the STA. For the purposes of Section 57(1) of the STA, this Deed shall constitute the Grantor's irrevocable consent to entry by an Issuer into a control agreement of the kind referred to in Section 57 of the STA.
- (c) *Security Entitlements.* The Grantor shall deliver to the Agent or any nominee(s) or other mandatary(s) named by the Agent, any and all such documents, agreements and other materials as the Agent may require from time to time to provide the Agent with control (within the meaning of the STA) over the security entitlements (within the meaning of the STA) forming part of the Securities in the manner provided in the STA. For the purposes of Section 114(1) of the STA, this Deed shall constitute the Grantor's irrevocable consent to entry by a securities intermediary into a control agreement of the kind referred to in Section 114 of the STA.
- (d) *Pledged Securities.* The Grantor shall deliver to the Agent any and all share certificates, control agreements and other documents and materials as may be required from time to time

to provide the Agent with control over all Pledged Securities in the manner provided under the STA.

- (e) *Partnerships, Limited Liability Companies.* The Grantor shall ensure that the terms of any unit or similar participation in a partnership or limited liability company forming part of the Securities will expressly provide that such participation is a "security" for the purposes of the STA.
- (f) *No Control by other Persons.* The Grantor shall not grant or cause any Person other than the Agent or a nominee or other mandatary named by the Agent to have Control over any Securities.
- (g) *Transfer Restrictions.* If the Organizational Documents of any Issuer (other than a ULC) having its Securities hypothecated hereunder restrict the transfer of such Securities of such Issuer, then the Grantor shall deliver to the Agent a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Issuer or such other document satisfactory to the Agent, as applicable, consenting to the hypothec and pledge contemplated by this Deed, including any transfer of any such Securities by the Agent upon a realization on the Hypothec.

(11) **Use and Destination.** The Grantor shall not change the use or destination of the Charged Property or make or permit to be made any alterations or additions to the Charged Property, unless it obtains the prior written consent of the Agent.

(12) **Quiet Possession.** The Grantor shall, upon the occurrence of an Event of Default which is continuing, cause the Agent to have quiet possession of the Charged Property free from all Liens, other than the Hypothec and other Permitted Liens.

(13) **Monetary Claims.** Promptly upon request from time to time by the Agent, the Grantor shall deliver to the Agent or any nominee(s) or other mandatary(s) named by the Agent any and all such documents, agreements, and other materials as the Agent may require from time to time to provide the Agent with Control over the Monetary Claims forming part of the Charged Property in the manner provided for in Articles 2713.1 and following of the *Civil Code of Québec*.

Without limitation to the foregoing, the Grantor consents to the effect that any Monetary Claim held by the Grantor against the Agent (including to the extend interpreted or construed as such, in regard to any credit balance in a financial account maintained by the Agent on behalf of the Grantor pursuant to the Credit Agreement or any other Loan Document or in regard to any amount of money paid, deemed to be paid or held by the Agent pursuant to the Credit Agreement or any other Loan Document to secure the payment and performance of the Secured Liabilities) shall secure the payment and

performance of the Secured Liabilities. The Grantor covenants and agrees to comply with the provisions of this Deed requiring compliance or actions to be taken as provided in Articles 2713.1 and following of the *Civil Code of Québec* regarding movable hypothecs on Monetary Claims at any time. Except as permitted by the Agent, the Grantor shall not grant or cause any Person other than the Agent or a nominee or other mandatary named by the Agent to have Control over the Monetary Claims forming part of the Charged Property.

11. Agent's Rights And Recourses In Case Of An Event Of Default.

(1) **Exercise of Rights.** If an Event of Default has occurred and is continuing, then and in every such case all the Secured Liabilities shall, at the option of the Agent, become immediately due and payable and the security and hypothecs hereby constituted or evidenced shall become enforceable, and the Agent may, through its officers, employees, agents or attorneys, exercise any right of action, remedy or recourse in respect of the Charged Property or the Grantor provided for in this Deed (and more particularly in this Section 11), to the extent permitted by Law, or by Law or in equity, including any of the hypothecary rights provided for under Articles 2748 to 2794 of the *Civil Code of Québec* and without in any way limiting any of the rights, remedies or recourses of the Agent under the Credit Agreement or any other Loan Documents.

(2) **Certain Rights.** Without limiting the generality of Section 11(1), in exercising its rights and recourses upon the occurrence of an Event of Default that is continuing, the Agent shall have the right to:

- (a) *Demand Possession.* Demand possession of any or all of the Charged Property, in which event the Grantor shall, at the expense of the Grantor, immediately cause the Charged Property designated by the Agent to be assembled and made available or delivered to the Agent at any place designated by the Agent;
- (b) *Take Possession.* Enter on any premises where any Charged Property is located and take possession of, disable or remove such Charged Property;
- (c) *Deal with Charged Property.* Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, or pursue the transformation, any work in process or unfinished goods comprised in, any or all of the Charged Property for such time and on such terms as the Agent may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Charged Property;
- (d) *Carry on Business.* Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Grantor and enter on, occupy and use (without charge by the Grantor) any

of the premises, buildings, plant and undertaking of, or occupied or used by, the Grantor;

- (e) *Enforce Charged Property.* Seize, collect, receive, enforce or otherwise deal with any Charged Property in such manner, on such terms and conditions and at such times as the Agent deems advisable. The Agent shall have no obligation to make an inventory of the Charged Property, to take out any kind of insurance with respect thereof or to grant any security whatsoever;
- (f) *Dispose of Charged Property.* Realize on any or all of the Charged Property and by itself sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Charged Property (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Agent or elsewhere, with or without advertising or other formality, except as required by applicable Law, on such terms and conditions as the Agent may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery. Upon failure of payment of the purchase price, the Agent may cancel or resolve any such sale or other disposition of Charged Property and such Charged Property may then be resold or disposed of otherwise. The Agent shall not be required to obtain any prior evaluation by a third party. The Agent may alienate or dispose of any Charged Property which may be obsolete, may perish or is likely to depreciate rapidly;
- (g) *Judicial Sale of Charged Property.* Obtain from any court of competent jurisdiction a judgment or order for the sale of any or all of the Charged Property;
- (h) *Purchase by Agent.* At any public sale, and to the extent permitted by Law on any private sale, bid for and purchase any or all of the Charged Property offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Charged Property without any further accountability to the Grantor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Law. In any such sale to the Agent, the Agent may, for the purpose of making payment for all or any part of the Charged Property so purchased, use any claim for any or all of the Secured Liabilities then due and payable to it as a credit against the purchase price;
- (i) *Collect Hypothecated Claims.* Collect the Hypothecated Claims in accordance with Section 5;

- (j) *Transfer of Charged Property.* Transfer any Charged Property that is Securities into the name of the Agent or its nominee or mandatary;
- (k) *Voting.* Vote any or all of the Securities (whether or not transferred to the Agent or its nominee or mandatary) and give or withhold all consents, waivers and ratifications with respect thereto and otherwise act with respect thereto as though it were the outright owner thereof;
- (l) *Exercise Other Rights.* Exercise any and all rights, privileges, entitlements and options pertaining to any Charged Property that is Securities as if the Agent were the absolute owner of such Securities;
- (m) *Dealing with Contracts and Permits.* Deal with any and all Contracts and Permits to the same extent as the Grantor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Agent;
- (n) *Payment of Liabilities.* Pay any liability secured by any Lien against any Charged Property. The Grantor shall immediately on demand reimburse the Agent for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities and shall be secured by the Hypothec;
- (o) *Borrow and Grant Liens.* Borrow money for the maintenance, preservation or protection of any Charged Property or for carrying on any of the business or undertaking of the Grantor and grant Liens on any Charged Property (in priority to the Hypothec or otherwise) as security for the money so borrowed. The Grantor shall immediately on demand reimburse the Agent for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities and shall be secured by the Hypothec;
- (p) *Appointment of Receiver.* The Agent may appoint by instrument in writing one or more agents, depositaries, administrators, receivers or managers (each, a "Receiver") of the Grantor or any or all of the Charged Property with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Deed) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable Law, any Receiver appointed by the Agent shall (for purposes relating to responsibility for the Receiver's acts

or omissions) be considered to be the agent or mandatary of the Grantor and not of the Agent or any of the Secured Parties;

- (q) *Court-Appointed Receiver.* The Agent may obtain from any court of competent jurisdiction an order for the appointment of a Receiver of the Grantor or of any or all of the Charged Property; and
- (r) *Consultants.* The Agent may require the Grantor to engage a consultant of the Agent's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Grantor and its agents and employees, including unrestricted access to the premises of the Grantor and the Books and Records; all reasonable fees and expenses of such consultant shall be for the account of the Grantor and the Grantor hereby authorizes any such consultant to report directly to the Agent and to disclose to the Agent any and all information obtained in the course of such consultant's employment.

(3) **Grantor's Remedy.** If the Grantor remedies the default mentioned in the prior notice of exercise of hypothecary right, the Grantor shall, as required by Law, pay all fees incurred by the Agent by reason of the default; these fees shall include, without limitation, the administrative fees of the Agent, the legal fees of its legal advisers and fees paid to experts or consultants.

(4) **Taking in Payment.** If the Agent elects to exercise its right to take in payment the Charged Property and the Grantor requires that the Agent instead sell by itself or under judicial authority the Charged Property on which such right is exercised, the Grantor hereby acknowledges and agrees that the Agent shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Agent (a) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Charged Property will be sufficient to pay the Secured Liabilities in full, (b) has been reimbursed for all costs and expenses incurred in connection with this Deed, including all fees of consultants and legal counsel, and (c) has been advanced the necessary sums for the sale of said Charged Property; the Grantor further acknowledges and agrees that the Agent alone is entitled to select the type of sale it may wish to conduct or have conducted.

(5) **Surrender of Charged Property.** The Grantor shall be deemed to have surrendered the Charged Property which is in the possession of the Agent, or of a third party on its behalf, if the Agent has not, within the delays determined by Law or by a tribunal to surrender, received written notice from the Grantor to the effect that it intends to contest the exercise of the hypothecary recourse set forth in the prior notice.

(6) **Sale or Other Disposition of Securities.** Notwithstanding Sections 11(2)(f) and 11(5) and anything else to the contrary set forth in this

Deed, the Agent may sell any Securities or otherwise dispose of them without having to give a prior notice, obtain their surrender or observe the time limits prescribed by Law. The Agent is authorized, in connection with any offer, sale or other disposition of any Securities, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition, the Grantor acknowledges and agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Agent shall not be liable or accountable to the Grantor for any discount allowed by reason of the fact that the Securities are sold in compliance with any such limitation or restriction. If the Agent chooses to exercise its right to sell any or all the Securities, upon written request, the Grantor shall cause each applicable Issuer to furnish to the Agent all such information as the Agent may request in order to determine the number of shares and other instruments included in the Charged Property which may be sold by the Agent in exempt transactions under any Laws governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

(7) Should certain of the Charged Property now or in the future consist of ULC Securities, it is the intention of the Agent and the Grantor that neither the Agent nor any Secured Party should under any circumstances prior to realization thereon be held to be a "member" or a "shareholder", as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Deed, the Credit Agreement or any other Loan Document, where the Grantor is the registered owner of ULC Securities which are Charged Property, the Grantor shall remain the sole registered owner of such ULC Securities until such time as such ULC Securities are effectively transferred into the name of the Agent, any Secured Party or any other Person on the books and records of the applicable ULC. Accordingly, the Grantor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, with respect to such ULC Securities (except for any dividend or distribution comprised of certificates representing such ULC Securities of the Grantor, which shall be delivered to the Agent to hold hereunder) and shall have the right to vote such ULC Securities and to control the direction, management and policies of the applicable ULC to the same extent as the Grantor would if such ULC Securities were not pledged to the Agent pursuant hereto. Nothing in this Deed, the Credit Agreement or any other Loan Document is intended to, and nothing in this Deed, the Credit Agreement or any other Loan Document shall, constitute the Agent, any Secured Party, or any other Person other than the Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to the Grantor and further steps are taken

pursuant hereto or thereto so as to register the Agent, any Secured Party or such other Person, as specified in such notice, as the holder of the ULC Securities. To the extent any provision hereof would have the effect of constituting the Agent or any Secured Party as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed here from and shall be ineffective with respect to such ULC Securities which are Charged Property without otherwise invalidating or rendering unenforceable this Deed or invalidating or rendering unenforceable such provision insofar as it relates to other Charged Property which is not such ULC Securities. Except upon the exercise of rights of the Agent to sell, transfer or otherwise dispose of ULC Securities in accordance with this Deed, the Grantor shall not cause or permit, or enable an Issuer that is a ULC to cause or permit, the Agent or any Secured Party to: (a) be registered as a shareholder or member of such Issuer; (b) have any notation entered in their favour in the share register of such Issuer; (c) be held out as shareholders or members of such Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such Issuer by reason of the Agent holding the Hypothec over the ULC Securities; or (e) act as a shareholder of such Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Issuer or to vote its ULC Securities.

(8) **No Demand etc.** The Agent may exercise any or all of the rights and recourses provided for in Section 11 without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable Law) to or on the Grantor or any other Person, and the Grantor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable Law. None of the rights or remedies of the Agent shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. The Grantor acknowledges and agrees that any action taken by the Agent hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

12. Concerning The Agent and The Secured Parties.

(1) **Discretion.** The Agent, except as otherwise provided in the Credit Agreement, shall, with respect to all rights, powers and authorities vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof, other than such loss, costs and damages that are determined by a court of competent jurisdiction by final and non-appealable judgement to have resulted from the Agent's gross or intentional fault.

(2) **Enforcement of Security, Protection of Agent and the Secured Parties.** The Agent shall have the right in its discretion to proceed in its name as hypothecary representative for the present and future Secured

Parties hereunder to the enforcement of this Deed and the Hypothec by any remedy, whether by legal proceedings or otherwise, but it shall not be bound to do or to take any act or action in virtue of the powers conferred on it by these presents. Neither the Agent nor any other present and future Secured Party shall be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfilment of Contracts, Intellectual Property Rights and Permits, during any period for which the Agent or any Secured Party managed the Charged Property upon entry, as provided in this Deed, nor shall the Agent nor any Secured Party be liable to account for anything except actual revenues or be liable for any loss on realization or omission for which a hypothecary creditor might be liable, or for any other losses, costs or damages arising from the exercise or omission to exercise any of its rights, powers and authorities vested in it, other than such loss, costs and damages that are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the Agent's or any Secured Party's gross or intentional fault.

(3) **Delegation, Counsel.** The Agent may, at its entire discretion, appoint any Person(s) for the purpose of exercising any of its rights, duties or obligations resulting from this Deed or Law or equity, and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights, duties and obligations under this Deed.

(4) **Dealings by Agent.** The Agent shall not be obliged to exhaust its recourse against the Grantor or any other Person or against any other security it may hold with respect to the Secured Liabilities or any part thereof before realizing upon or otherwise dealing with the Charged Property in such manner as the Agent may consider desirable. The Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor and any other Person, and with any or all of the Charged Property, and with other security and sureties, as it may see fit, all without limiting the liability of the Grantor and without prejudice to the Secured Liabilities or to the rights and remedies of the Agent under this Deed. The powers conferred on the Agent under this Deed are solely to protect the interests of the Agent in the Charged Property and shall not impose any duty upon the Agent to exercise any such powers.

(5) **Indemnification of Agent and The Secured Parties.**

(a) The Grantor shall indemnify the Agent and the Secured Parties against, and hold the Agent and the Secured Parties harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all reasonable out-of-pocket expenses and all applicable taxes to which the Agent or any of the Secured Parties may become subject arising out of or in connection with (i) the execution or delivery of this Deed and the performance by the Grantor of its obligations hereunder, (ii) any actual or prospective claim, litigation, investigation or proceeding relating to this Deed or the Secured Liabilities, whether based on contractual liability,

extracontractual liability or any other theory and regardless of whether the Agent or any of the Secured Parties is a party thereto, (iii) any other aspect of this Deed, or (iv) the enforcement of the Agent's or any of the Secured Parties' rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries, provided that such indemnity shall not, as to the Agent or any of the Secured Parties, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the intentional or gross fault or material breach of this Deed by the Agent or such Secured Party, as applicable.

(b) The Grantor shall not assert, and hereby waives (to the fullest extent permitted by applicable Law), (i) any claim against the Agent or any of the Secured Parties (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Deed, and (ii) all of the rights, benefits and protections given by any present or future law or statute that imposes limitations on the rights, powers or remedies of a secured creditor or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute or law.

(c) All amounts due under Section 12(5) shall be payable to the Agent for the benefit of the Agent and the applicable Secured Party, as applicable, not later than three Business Days after written demand therefor.

(d) The indemnifications set out in Section 12(5) shall survive the release of this Deed or the extinguishment of the Hypothec.

(6) Replacement of Agent, as hypothecary representative.

Any replacement of the Agent in accordance with the provisions of the Credit Agreement shall result in the replacement of the Agent as hypothecary representative for all present and future Secured Parties under this Deed. In addition, the Agent may resign or be replaced in accordance with the provisions of the Credit Agreement regarding the replacement of the Agent, which shall apply, mutatis mutandis, herein. The replacement Agent shall be vested with and have all rights, powers and authorities granted to the replaced Agent hereunder and be subject in all respects to the terms, conditions and provisions hereof to the same extent as if originally acting as Agent hereunder.

13. General Provisions.

(1) **Grant of Licence.** For the purpose of enabling the Agent to exercise its rights and remedies under this Deed when the Agent is entitled to exercise such rights and remedies, and for no other purpose, the Grantor grants to the Agent an irrevocable, non-exclusive licence (exercisable without

payment of royalty or other compensation to the Grantor) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trademarks, service marks and other business indicia, such licence includes an obligation on the part of the Agent to maintain the standards of quality maintained by the Grantor or, in the case of trademarks, service marks or other business indicia licensed to the Grantor, the standards of quality imposed upon the Grantor by the relevant licence. For copyright works such licence shall include the benefit of any waivers of moral rights and similar right.

(2) **Irrevocable Power of Attorney.** Effective upon the occurrence and during the continuance of an Event of Default, the Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution, as the Grantor's attorney and mandatary with full power and authority in the place of the Grantor and in the name of the Grantor or in its own name, from time to time in the Agent's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Deed. Without limiting the effect of this Section, the Grantor grants the Agent an irrevocable proxy to vote the Securities and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Securities on the books and records of an Issuer, as applicable), upon the occurrence of an Event of Default that is continuing. These powers are irrevocable until the discharge of this Deed by the Agent. Nothing in this Section affects the right of the Agent, as holder of the Hypothec, or any other Person on the Agent's behalf, to sign and file or deliver (as applicable) all such application for registration, amending registrations, financing statements, financing change statements, notices, verification agreements and other documents relating to the Charged Property and this Deed as the Agent or such other Person considers appropriate. The Grantor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Agent or any of the Agent's mandataries, sub-agents, nominees or attorneys shall do or purport to do in exercise of the power of attorney granted to the Agent pursuant to this Section.

(3) **Performance by the Agent of Grantor's Obligations.** If the Grantor fails to perform or comply with any of the obligations of the Grantor under this Deed, the Agent may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Agent incurred in connection with any such performance or compliance shall be payable by the Grantor to the Agent immediately on demand, and until paid, any such

expenses will form part of the Secured Liabilities and shall be secured by the Hypothec.

(4) **Expenses.** The Grantor shall pay (a) all reasonable out-of-pocket expenses incurred by the Agent and the Secured Parties, including the reasonable fees, charges and disbursements of counsel for the Agent and the Secured Parties and all applicable taxes, (i) in connection with the preparation, registration and administration of this Deed, and (ii) in connection with any amendments, modifications or waivers of the provisions hereof, and (b) all out-of-pocket expenses incurred by the Agent and the Secured Parties, including the fees, charges and disbursements of any counsel for the Agent and the Secured Parties and all applicable taxes, in connection with the assessment, enforcement or protection of their rights in connection with this Deed, including its rights under this Section, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations with respect to the Secured Liabilities. All amounts due under this Section 13(4) shall be payable to the Agent for the benefit of the Agent and the applicable Secured Party, as applicable, not later than three (3) Business Days after written demand therefor.

(5) **Interest.** If any amount payable by the Grantor to the Agent under this Deed is not paid when due, the Grantor shall pay to the Agent, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times to the default rate of interest provided for in the Credit Agreement. All amounts payable by the Grantor to the Agent under this Deed, and all interest on all such amounts, compounded monthly on the last Business Day of each month, shall form part of the Secured Liabilities and shall be secured by the Hypothec.

(6) **Imputation of Payments.** All Proceeds of Charged Property received by the Agent or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Agent's rights under this Deed), Liens on the Charged Property in favour of Persons other than the Agent, borrowings, taxes and other outgoings affecting the Charged Property or which are considered advisable by the Agent or the Receiver to protect, preserve, repair, process, maintain or enhance the Charged Property or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Charged Property ranking in priority to the Hypothec, or to sell, lease or otherwise dispose of the Charged Property. The balance of such Proceeds may, at the sole discretion of the Agent, be held as collateral security for the Secured Liabilities or be applied to such of the Secured Liabilities (whether or not the same are due and payable) in such manner and at such times as the Agent considers appropriate and thereafter shall be accounted for as required by Law. The Grantor hereby waives and renounces to the benefit, if any, of Article 2759 of the *Civil Code of Québec* with respect to the application of any monies arising from the sale or other disposition of the securities and security entitlements within the meaning of the STA forming part of the Charged Property.

(7) **Continuing Liability of Grantor.** The Grantor shall remain liable for any Secured Liabilities that are outstanding following any realization of all or any part of the Charged Property, in whole or in part, and the application of the Proceeds thereof, to the extent not prohibited by applicable Law.

(8) **Additional Security.** The Hypothec are in addition to, and not in substitution of or in replacement for, any other hypothec or security held by the Agent, and shall not impair the Agent's rights of compensation.

(9) **Not a Floating Hypothec.** The Hypothecs created hereunder are not and shall not be construed as a floating hypothec within the meaning of Articles 2715 et. seq. of the *Civil Code of Québec* nor shall this Deed be deemed as creating a trust within the meaning of Article 1260 of the *Civil Code of Québec*.

(10) **Investments.** The Agent may, at its entire discretion, invest any monies or instruments received or held by it pursuant to this Deed or deposit them in a non-interest-bearing account without having to comply with any legal provisions concurring the investment of property of others.

(11) **Compensation.** Provided the Secured Liabilities are due and exigible or that the Agent is entitled to declare them owing and exigible in accordance with the Credit Agreement or the Law, the Agent may compensate any Secured Liabilities with any and all amounts then owed to the Grantor by the Agent in any capacity, whether due or not, and the Agent shall then be deemed to have exercised such right to compensate as at the time the decision was taken by it even though the entry therefor is made on the Agent's record subsequent thereto.

(12) **Continuing Security.** The Hypothec shall be and have effect whether or not the moneys thereby secured shall be received before or after or at the same time as the advancement of the Secured Liabilities intended to be hereby secured or any part thereof, or before or after, or upon the date of the execution of this Deed. The Hypothec shall be valid and shall subsist notwithstanding that the Secured Liabilities, or any of them, may not have been issued at the date hereof and shall be valid and shall secure Secured Liabilities hereafter incurred, in whole or in part. The extinction or reduction of the Secured Liabilities for any reason whatsoever shall not in any way extinguish or reduce the Hypothec and, unless expressly cancelled in whole or in part by the mutual consent of the parties, such Hypothec, to the extent not so cancelled, shall subsist with respect to any obligations thereafter incurred by the Grantor from time to time. The Grantor shall be deemed to obligate itself again as provided in Article 2797 of the *Civil Code of Québec* with respect to any future obligation hereby secured.

(13) **Time of Essence.** The Grantor shall be deemed "*en demeure*" by the mere lapse of time provided for the Grantor to perform its obligations or the expiry of any term therefor, without the Agent being obliged to serve any notice or prior notice upon the Grantor.

(14) **Amalgamation.** If the Grantor is a corporation or company, the Grantor acknowledges that if it amalgamates or merges with any other corporation(s) or company(ies), (a) the Charged Property and the Hypothec granted hereunder shall extend to and include all the property and assets of the amalgamated corporation or amalgamated company and to any property or assets of the amalgamated corporation or the amalgamated company thereafter owned or acquired, (b) the term "Grantor", where used in this Deed, shall extend to and include the amalgamated corporation or amalgamated company, and (c) the term "Secured Liabilities", where used in this Deed, shall extend to and include the Secured Liabilities of the amalgamated corporation or amalgamated company.

(15) **Successors and Assigns.** This Deed shall enure to the benefit of, and be binding on, the Grantor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Agent and its successors and assigns. The Grantor may not assign this Deed or any of its rights or obligations under this Deed. The Agent may assign this Deed and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such.

(16) **Communication.** Any notice or other communication required or permitted to be given under this Deed shall be made in accordance with the terms of the Credit Agreement.

(17) **Release of Information.** The Grantor authorizes the Agent to provide a copy of this Deed and such other information as may be requested of the Agent (a) to the extent necessary to enforce the Agent's or any of the Secured Parties' rights, remedies and entitlements under this Deed, (b) to any assignee or prospective assignee of all or any part of the Secured Liabilities, and (c) as required by applicable Law.

(18) **Release of Grantor.** Upon the written request of the Grantor given at any time on or after the Release Date, the Agent shall, at the expense of the Grantor, release the Grantor and the Charged Property from the Hypothec and such release shall serve to terminate any licence granted in this Deed. Upon such release, and at the request and expense of the Grantor, the Agent shall execute and deliver to the Grantor such releases and discharges as the Grantor may reasonably request.

(19) **Severability.** Any provision of this Deed that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Deed, all without affecting the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

(20) **Alteration or Waiver. Cumulative Rights.** None of the terms or provisions of this Deed may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Agent. The Agent and the Secured Parties shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have

acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Secured Party, as applicable, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or any Secured Party would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of the Grantor to pay the Secured Liabilities, nor shall the same operate as a merger of any covenant contained in this Deed or of any other liability, to the extent not prohibited by applicable Law. The Agent may exercise its rights and recourses hereunder without any obligation of it to exercise any right or recourse against any other Person liable for payment of the Secured Liabilities and without having to enforce any other security granted with respect to the Secured Liabilities.

(21) **Governing Law.** This Deed shall be governed by, and construed in accordance with, the laws of the Province of Québec and the laws of Canada applicable in such Province.

(22) **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Deed and the provisions of the Credit Agreement then, notwithstanding anything contained in this Deed, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency, save and except if such term, condition or provision relates or is legally required or desirable for the creation, publication, perfection, opposability to third parties, preservation or enforcement of the hypothec created or evidenced hereunder, it being understood that the purpose of this Deed is to add to, and not detract from, the rights granted to the Agent (for the benefit of the Secured Parties).

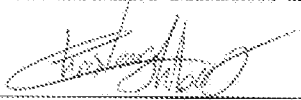
(23) **English Language.** The parties hereto confirm that this Deed and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*

WHEREOF ACT:

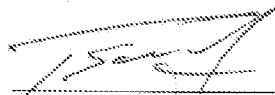
DONE AND PASSED in the City of Montréal, Province of Québec, on the date hereinabove set forth, under number *one hundred seventy-two (172)* of the original of the minutes of the undersigned Notary.

AND after the parties had declared to have taken cognizance of these presents and to have exempted the said Notary from reading them or causing them to be read, the said duly authorized officers, directors or representatives of the Grantor and the Agent respectively have signed these presents, all in the presence of the said Notary who has also signed.

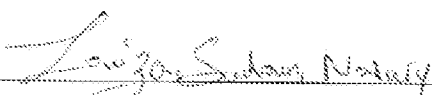
ENTREPRISE ROBERT THIBERT INC.

By: 
Name: Christian Thibert
Title: Authorized Representative

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as hypothecary
representative

By: 
Name: _____
Title: *Authorized Signatory*

By: _____
Name: _____
Title: _____


M^{re}. Louiza Sadoun, Notary

Schedule A
GRANTOR INFORMATION

Schedule A
GRANTOR INFORMATION

Full legal name:

Entreprise Robert Thibert Inc.

Prior legal names:

Gestion Robert Thibert Inc.

Les Entreprises Robert Thibert Inc.

Predecessor companies:

8383944 Canada Ltd.

Danzy Distributors Ltd.

5512255 Manitoba Ltd.

R.T. Distribution de Pare-Brise Inc.

R.T. Windshield Distribution Inc.

166752 Canada Inc.

Les Entreprises Robert Thibert Inc.

Gestion Nicole Lefrançois Inc.

126336 Canada Inc.

Gestion Robert Thibert Inc.

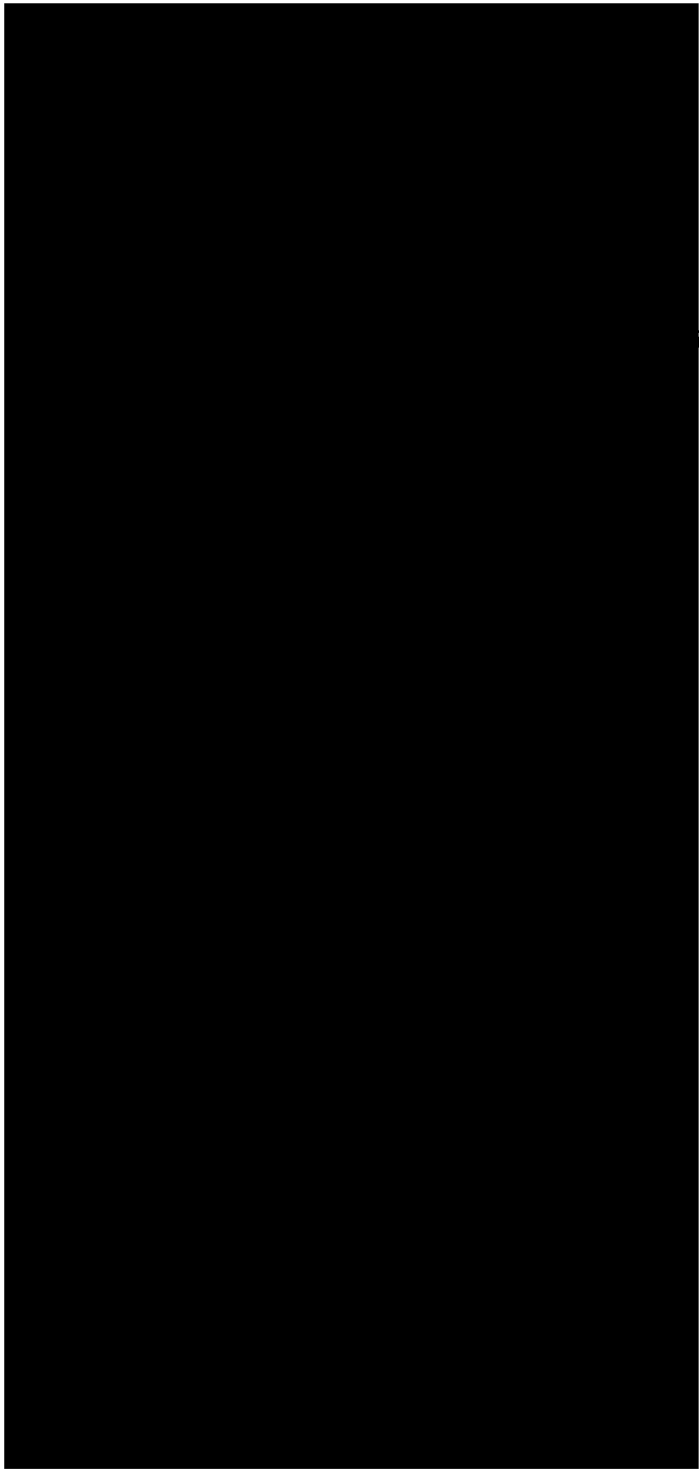
Jurisdiction of incorporation or organization:

CANADA: *Canada Business Corporations Act* (R.S.C., 1985, c. C-44)

Address of head office and registered office, domicile:

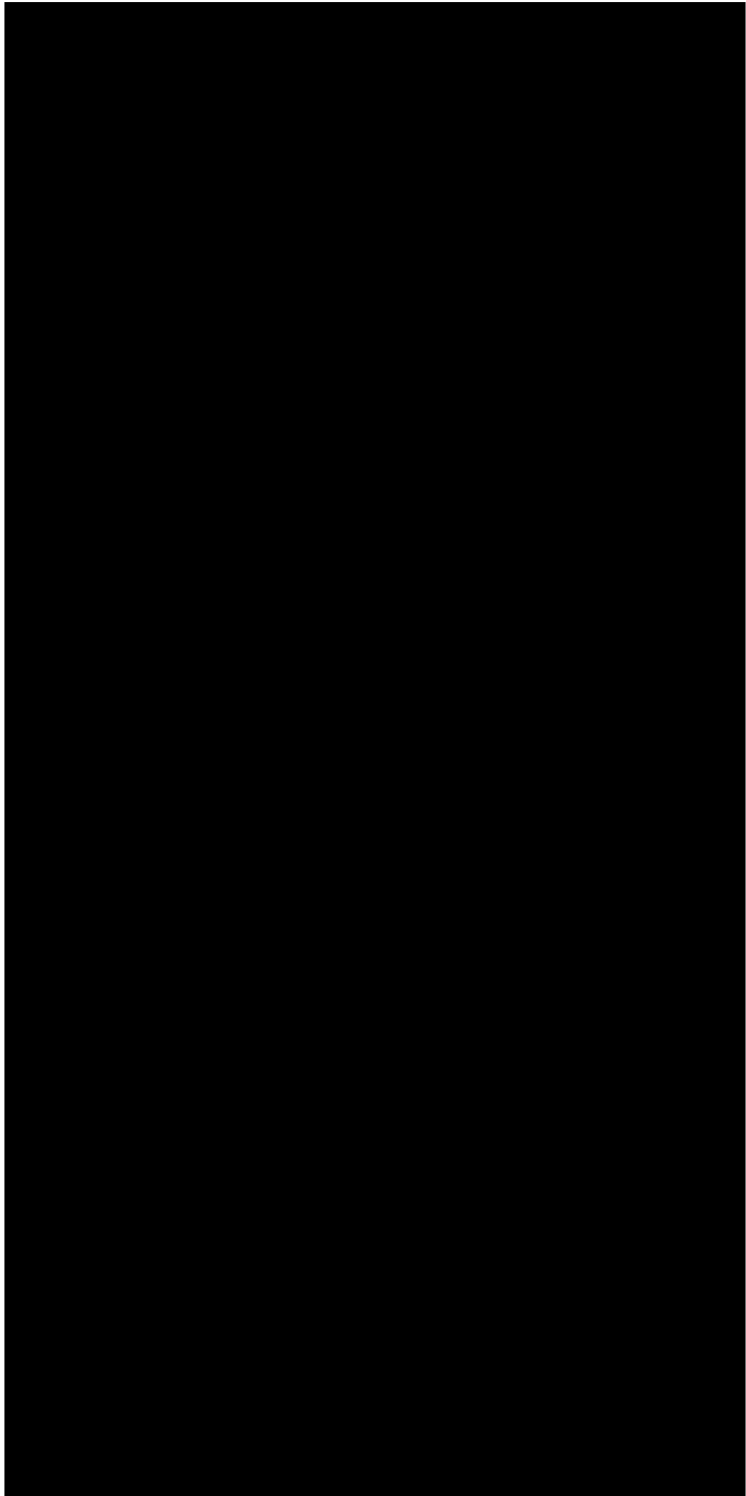
200, Saint-Jean-Baptiste Boulevard, Mercier, Quebec, J6R 2L2

Addresses of all places where business is carried on or corporeal Charged Property is located:

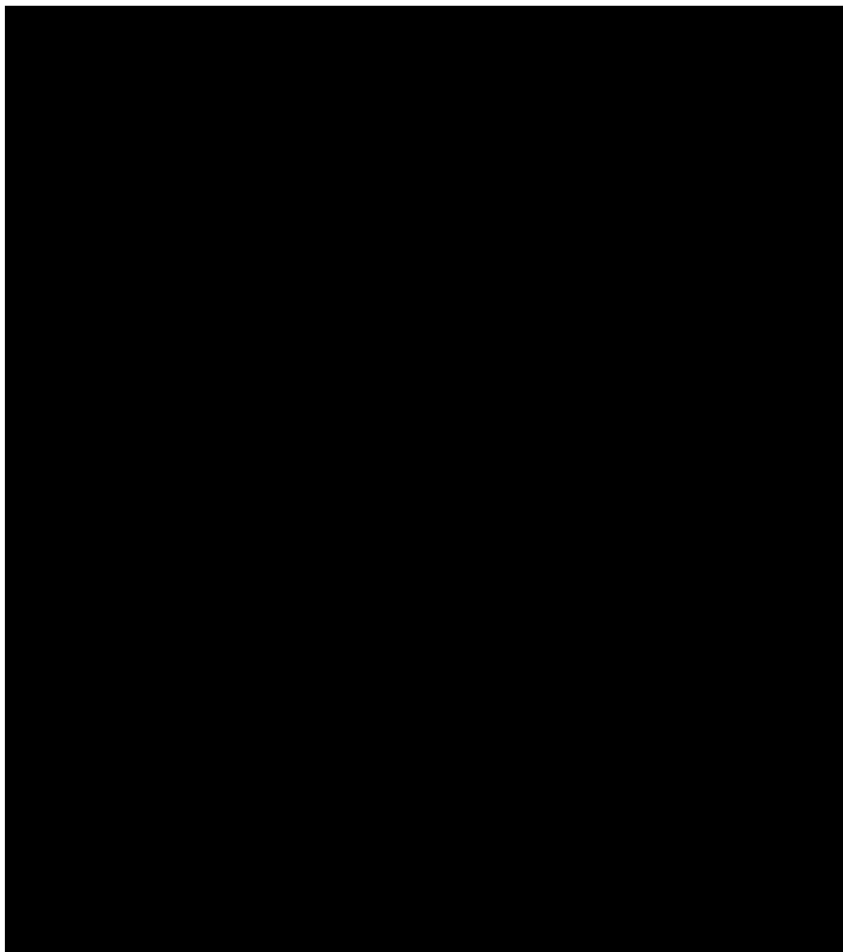
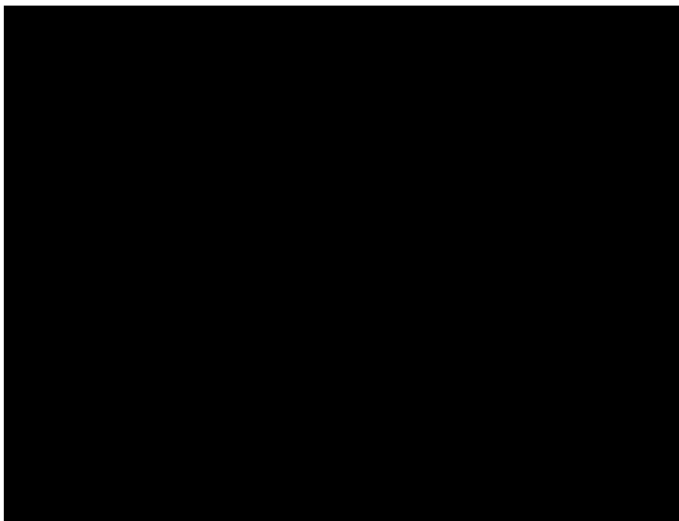


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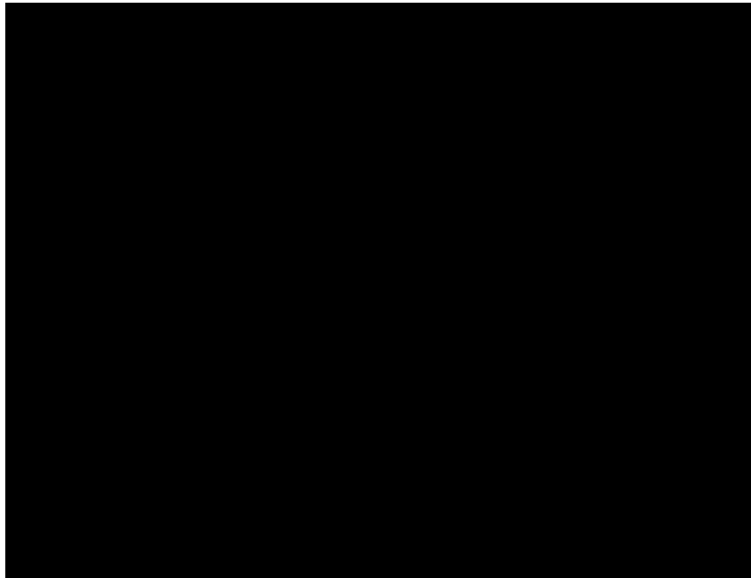
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Registered trade-marks and applications for trademark registrations:

Canada

RTX & Design, application 1668030

R-SPEC & Design, application 1668029

RTX OFFROAD & Design, application 1668034

IXION WHEELS & Design, application 1668036

RTX OE & Design, application 1668035

EXPRESS WHEELS & Design, application 1448102

ROUE EXPRESS & Design, application 1447607

RTX, application 1268606

RV PRO DESIGN, application 1242523

ARCTIC START & PINGOUIN DESSIN, application 0787402

RVPRO et dessin, application 1837379

HITCHCO, application 0870805

OR RTX, application 1814035

WABBAN, application 1857099

RODAC, application 1877261

CECO, application 1891907

D LOGO, application 1912508

TOW-RITE, application 1921833

United-States

R-SPEC RTX, application 86245793

OR RTX OFFROAD, application 86245803

IXION WHEELS, application 86245796

RTX OE, application 86245802

RTX, application 86245791

RV PRO, application 87574833

OR RTX, application 87273614

WABBAN, application 87617759

RODAC, application 87757005

D, application 88060846

Patents and patent applications:

N/A

Copyright registrations and applications for copyright registration

N/A

Industrial designs/registered designs and applications for registered designs:

N/A