

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

Nº: 500-11-058116-209

SUPERIOR COURT

(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1995, c. 36, as amended)

***IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF:***

SPECTRA PREMIUM INDUSTRIES INC.

-and-

**SPECTRA PREMIUM HOLDINGS (USA)
CORP.**

-and-

SPECTRA PREMIUM (USA) CORP.

-and-

**SPECTRA PREMIUM PROPERTIES (USA)
CORP.**

-and-

SPECTRA PREMIUM TAIWAN CO. LTD.

-and-

**SPECTRA PREMIUM (SHANGHAI)
AUTOMOTIVE TECHNICAL SERVICES CO.
LTD.**

-and-

**SPECTRA PREMIUM (CHONGQING)
AUTOMOTIVE SERVICES CO. LTD.**

Petitioners

and

ERNST & YOUNG INC.

Monitor

LIST OF EXHIBITS

[Motion for the Issuance of an Approval and Vesting Order]

Exhibit R-1: US Court Order;

- Exhibit R-2:** Draft Vesting Order;
- Exhibit R-3:** Under seal, Letter of intent accepted by the Spectra Group on March 24, 2020;
- Exhibit R-4:** Under seal, Asset Purchase Agreement signed on May 12, 2020;
- Exhibit R-5:** Under seal, Interco Asset Purchase Agreement;
- Exhibit R-6:** Up-to-date summary of the rights registered at the RPMRR in Quebec as well as the UCC registrations in the state of Indiana and Delaware.

MONTREAL, May 19, 2020



LAVERY, DE BILLY, L.L.P.
Lawyers for Petitioners

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTRÉAL

***IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF:***

SPECTRA PREMIUM INDUSTRIES INC.
-and- **SPECTRA PREMIUM HOLDINGS (USA) CORP.**
-and- **SPECTRA PREMIUM (USA) CORP.**
-and- **SPECTRA PREMIUM PROPERTIES (USA)
CORP.**
-and- **SPECTRA PREMIUM TAIWAN CO. LTD.**
-and- **SPECTRA PREMIUM (SHANGHAI)
AUTOMOTIVE TECHNICAL SERVICES CO. LTD.**
-and- **SPECTRA PREMIUM (CHONGQING)
AUTOMOTIVE SERVICES CO. LTD.**

Petitioners

AND

ERNST & YOUNG INC.

Monitor

LIST OF EXHIBITS

ORIGINAL

O/file: 001320-00060

BL 1332

Me Jean Legault: 514 878-5561

Me Jonathan Warin: 514 878-5616

LAVERY, DE BILLY, L.L.P.

SUITE 4000, 1, PLACE VILLE MARIE, MONTREAL, QUEBEC H3B 4M4

TELEPHONE: 514 871-1522 FAX NUMBER: 514 871-8977

EMAIL NOTIFICATIONS: NOTIFICATIONS-MTL@LAVERY.CA

Exhibit R-1

**ORDER GRANTING PROVISIONAL RELIEF
PURSUANT TO BANKRUPTCY CODE SECTION 1519**

{1280,001-W0060752.2}

Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “Amended Standing Order”); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to section 157(b) of title 28 of the United States Code; and due and proper notice of the provisional relief sought in the Motion having been provided under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and the appearances of all interested parties having been noted in the record of the Hearing; and upon (i) the *Petitioner’s Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief* (the “Verified Petition”), (ii) the *Memorandum of Law in Support of (A) Petitioner’s Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief, and (B) Motion for Provisional Relief*, and (iii) the *Declaration of Guillaume Pierre Michaud in Support of (A) Petitioner’s Verified Petition Under Chapter 15 for Recognition of the Canadian Proceedings and Request for Related Relief, and (B) Motion for Provisional Relief* (collectively, the “Chapter 15 Papers”), filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings before the Court in these Chapter 15 cases; and the Court having found and determined that the provisional relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this

proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to sections 157 and 1334 of title 28 of the United States Code and the Amended Standing Order.

C. This is a core proceeding pursuant to section 157(b)(2)(P) of title 28 of the United States Code.

D. Venue for this proceeding is proper before this Court pursuant to section 1410 of title 28 of the United States Code.

E. Service of the Motion on the Notice Parties was due, proper, and sufficient under the circumstances and no other notice is required.

F. On March 11, 2020, these Chapter 15 cases were commenced by the Petitioner's filing of a voluntary Chapter 15 Petition for Recognition of a Foreign Proceeding for each Debtor contemporaneously with the filing of the Verified Petition. Attached to the Verified Petition was an order (the "Initial Order") of the Canadian Court in the Canadian Proceedings appointing the Petitioner and granting additional relief.

G. The Petitioner has demonstrated a substantial likelihood of success on the merits that (a) each of the Canadian Proceedings is a "foreign main proceeding" as that term is defined in section 1502(4) of the Bankruptcy Code, (b) the Petitioner is a "foreign representative" as that term is defined in section 101(24) of the Bankruptcy Code, (c) all statutory elements for recognition of the Canadian Proceedings are satisfied in accordance with section 1517 of the Bankruptcy Code, and (d) upon recognition of the Canadian Proceedings as foreign main proceedings, section 362 of the Bankruptcy Code will automatically apply in these Chapter 15

cases pursuant to section 1520(a)(1) of the Bankruptcy Code.

H. The Petitioner has demonstrated that (a) the commencement or continuation of any proceeding or action in the United States against the Debtors and their business and all of their assets should be stayed pursuant to sections 105(a), 1519, and 1521 of the Bankruptcy Code, which protections, in each case, shall be coextensive with the provisions of section 362 of the Bankruptcy Code, to permit the fair and efficient administration of the Canadian Proceedings for the benefit of all stakeholders and (b) the relief requested in the Motion will neither cause an undue hardship nor create any hardship to parties in interest that is not outweighed by the benefits of the relief granted herein.

I. The Petitioner has demonstrated that application of the automatic stay on a provisional basis is crucial to prevent irreparable harm to the Debtors and/or their assets resulting from potential collection, enforcement efforts, or other actions of creditors and/or landlords prior to the disposition of the Petitions for recognition.

J. The Petitioner has demonstrated that no injury will result to any party that is greater than the harm to the Debtors' assets and property in the absence of the relief requested in the Motion.

K. The interests of the public and public policy of United States will be served by entry of this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein.
2. The Initial Order is hereby given full force and effect on an interim basis, including, without limitation, the stay of proceedings to the extent set forth in the Initial Order, and shall be given full force and effect in the United States until otherwise ordered by this Court.

3. While this Order is in effect, the Petitioner, the Debtors, and the Debtors' property are entitled to the full protections and rights pursuant to section 1519(a)(1) of the Bankruptcy Code, which protections shall be coextensive with the provisions of section 362 of the Bankruptcy Code, and this Order shall operate to stay, without limitation, any collection, enforcement efforts, or other actions of creditors, lessors, and any other parties against the Debtors and their property in the United States.

4. All entities (as that term is defined in section 101(15) of the Bankruptcy Code), other than the Petitioner and its authorized representatives and agents, are hereby enjoined from, without limitation:

- (a) enforcing any rights or obligations or otherwise executing against any of the Debtors' assets or other properties;
- (b) commencing or continuing, including the issuance or employment of process, of a judicial, administrative, arbitral, or other action or proceeding, or to recover a claim, including without limitation any and all unpaid judgments, settlements, or otherwise against the Debtors in the United States;
- (c) taking or continuing any act to create, perfect, or enforce a lien or other security interest, set-off, or other claim against the Debtors or any of their property;
- (d) transferring, relinquishing, or disposing of any property of the Debtors to any entity (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Petitioner;
- (e) enforcing, commencing, or continuing an individual action or proceeding concerning the Debtors' assets, rights, obligations, or liabilities; and
- (f) terminating any agreements, leases, contracts, or understandings, or otherwise enforcing rights, accelerating obligations, or exercising remedies of any kind in respect thereof.

5. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Petitioner is authorized to take all actions necessary to effectuate the relief

granted pursuant to this Order in accordance with the Motion.

7. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: March 12, 2020
Wilmington, Delaware


Honorable Brendan L. Shannon
United States Bankruptcy Judge

Exhibit R-2

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-058116-209

DATE:

PRESIDING : THE HONOURABLE LOUIS J. GOUIN, J.S.C.

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

SPECTRA PREMIUM INDUSTRIES INC.

-and-

SPECTRA PREMIUM HOLDINGS (USA) CORP.

-and-

SPECTRA PREMIUM (USA) CORP.

-and-

SPECTRA PREMIUM PROPERTIES (USA) CORP.

-and-

SPECTRA PREMIUM TAIWAN CO. LTD.

-and-

SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO. LTD.

-and-

SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SERVICES CO. LTD.

Petitioners

And

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER

- [1] **ON READING** the Petitioner's *Motion for the Issuance of an Approval and Vesting Order* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Report of the Monitor dated ● (the "**Report**");
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of Petitioner attorneys and the submissions of the Monitor;
- [4] **SEEING** that it is appropriate to issue an order approving the transactions contemplated by the following agreements (collectively, the "**Transaction**") :
- a) An Asset Purchase Agreement (the "**Interco APA**") by and between Spectra Premium Industries inc. ("**Spectra Canada**") as vendor and Petitioner Spectra Premium (USA) Corp. ("**Spectra US**") as purchaser, copy of which was filed as Exhibit R-5 to the Motion; and
 - b) An Asset Purchase Agreement (the "**APA**") by and between Spectra US as vendor and Trico Group LLC as purchaser (the "**Purchaser**"), copy of which was filed as Exhibit R-4 to the Motion.
- [5] **SEEING** that the objective of the Transaction is for the Purchasers to acquire from the Petitioners the purchased assets described in the APA (the "**Purchased Assets**");
- [6] **SEEING** that the Purchaser will take possession of the Purchased Assets over a period of maximum six months and that the APA provides that the Purchaser will make payments in advance for each portion of the Purchased Assets before taking possession of same (each of these payments being a "**Payment**");
- [7] **SEEING** the absence of any contestation;
- WHEREFORE THE COURT:**
- [8] **GRANTS** the Motion;

SERVICE

- [9] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
- [10] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

- [11] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Interco APA and of the APA are hereby authorized and approved,

with such non-material alterations and amendments thereto as may be agreed to but only with the consent of the Monitor.

EXECUTION OF DOCUMENTATION

- [12] **AUTHORIZES** Spectra Canada and Spectra US to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Interco APA and in the APA and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

- [13] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by Spectra Canada and Spectra US to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

- [14] **ORDERS** and **DECLARES** that upon the receipt by the Petitioners of a Payment and delivery to the Purchaser of the corresponding portion of the Purchased Assets (the "**Delivery**"), all rights, title and interest in and to the portion of the Purchased Assets corresponding to said Payment and Delivery shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, charges, hypothecs, deemed trusts, judgments, writs of seizure or execution, notices of sale, contractual rights relating to the Purchased Assets, encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property, and for greater certainty, **ORDERS** that upon the occurrence of a Payment and Delivery, all of the Encumbrances affecting or relating to the Purchased Assets be cancelled and discharged as against the Purchased Assets corresponding to said Payment.

PROCEEDS

- [15] **ORDERS** that the proceeds from the sale of the Purchased Assets shall be injected in the Petitioners working capital and be used in the normal course of business.

VALIDITY OF THE TRANSACTION

- [16] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;

- (ii) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Internal APA and the APA pursuant to this Order, are to be binding on any trustee in bankruptcy, interim receiver or receiver that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA, article 1631 and following of the *Civil Code of Québec* or any other applicable federal or provincial legislation, as against the Petitioners, and shall not constitute conduct meriting an oppression remedy under any applicable statute.

LIMITATION OF LIABILITY

- [17] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA;
- [18] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph;

GENERAL

- [19] **ORDERS** that the Vendor, the Purchaser or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [20] **ORDERS** that the Letter of Intent (Exhibit R-3), Interco APA (Exhibit R-5) and the APA (Exhibit R-4) be kept confidential and under seal until further order of this Court.
- [21] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [22] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [23] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

[24] **THE WHOLE WITHOUT COSTS.**

LOUIS J. GOUIN, J.S.C.

Me Jean Legault
Me Jonathan Warin
LAVERY, DE BILLY, L.L.P.
Attorneys for Petitioners

Exhibit R-6



Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche

Nom d'organisme : **Spectra Premium Industries inc.**

Résultats exacts (2)

Nom		Code postal	Nombre de fiches détaillées
	SPECTRA PREMIUM INDUSTRIES INC	J4B 4Z5	
	SPECTRA PREMIUM INDUSTRIES INC	J4B 5Z5	



Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche

Nom d'organisme : **Spectra Premium Industries inc.**

Noms présentant des similarités (29)

Nom	Code postal	Nombre de fiches détaillées
☐ AMERIMAGE SPECTRA INC	H2L 1K4	
☐ FORAGE SPEKTRA INC	J9P 0B9	
☐ FORAGE SPEKTRA INC	M5X 1C9	
☐ INDUSTRIA	H3C 0L8	
☐ INDUSTRIES SPECTRA PREMIUM INC	J4B 5Z5	
☐ LEQUIPE SPECTRA INC	H3A 1L4	
☐ L'EQUIPE SPECTRA INC	H2K 2P5	
☐ L'EQUIPE SPECTRA INC	H2L 1K4	
☐ L'EQUIPE SPECTRA INC	H3A 1L4	
☐ LES INDUSTRIES SPECTRA PREMIUM INC	J4B 5Z5	
☐ LES INDUSTRIES	J0K 1S0	
☐ LES INDUSTRIES SPECTRA LUX INC	H4S 1M2	
☐ LES INDUSTRIES SPECTRA PREMIUM INC	J4B 5Z5	
☐ LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIU...	J4B 5Z5	
☐ L'QUIPE SPECTRA INC	H3A 1L4	
☐ PAVAGE SPECTRAS INC	J7K 3C2	
☐ SPECTRA ANIMATION INC	H2L 1K4	
☐ SPECTRA CONSTRUCTION	H1E 1P2	
☐ SPECTRA LUX INDUSTRIES INC	H4S 1M2	
☐ SPECTRA PREMIUM AB		
☐ SPECTRA PREMIUM HOLDING USA CORP		
☐ SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPE...	J4B 5Z5	
☐ SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPE...	V5G 4K4	
☐ SPECTRA PREMIUM PROPERTIES USA CORP		
☐ SPECTRA PREMIUM USA CORP		
☐ SPECTRA PREMIUM USA CORP	J4B 5Z5	
☐ SPECTRA VISUEL INC	J6A 2R6	
☐ SPECTRA VISUEL INC	J6A 4S1	
☐ SPEKTRA DRILLING INC	J9P 0B9	

Date, heure, minute de certification : 2020-05-07 10:29

Critère de recherche Nom d'organisme : **Spectra Premium Industries inc.**

Critère de sélection Nom d'organisme :
SPECTRA PREMIUM INDUSTRIES INC
Code Postal :
J4B4Z5

Fiche	Inscription	Date	h:min
001	CESSION DE RANG 16-0185078-0001	2016-03-04	12:46

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B4Z5

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCFCredit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : **Spectra Premium Industries inc.**

Critère de sélection Nom d'organisme :

SPECTRA PREMIUM INDUSTRIES INC

Code Postal :

J4B5Z5

Fiche	Inscription	Date	h:min
001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 20-0087397-0004	2020-01-28	14:38
002	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 20-0046415-0001	2020-01-17	09:00
003	SÛRETÉ PUBLIÉE À L'ÉTRANGER 19-1441078-0001	2019-12-20	09:46
004	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 19-1164516-0001	2019-10-15	14:49
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 19-1110361-0001	2019-10-02	09:00
006	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 19-1004226-0001	2019-09-06	11:50
007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 19-0851626-0001	2019-07-31	12:39
008	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 19-0076136-0001	2019-01-28	09:00
009	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 19-0035862-0002	2019-01-15	09:00
010	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 19-0035862-0001	2019-01-15	09:00
011	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 18-0253005-0004	2018-03-19	09:00
012	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 18-0253005-0003	2018-03-19	09:00
013	DROITS RÉSULTANT D'UN BAIL 18-0253005-0002	2018-03-19	09:00
014	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 18-0253005-0001	2018-03-19	09:00
015	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 18-0149442-0001	2018-02-19	09:00
016	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 18-0076926-0001	2018-01-26	13:38
017	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 17-1356821-0002	2017-12-28	09:45
018	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 17-1356821-0001	2017-12-28	09:45
019	DROITS RÉSULTANT D'UN BAIL 17-1330372-0001	2017-12-18	10:12
020	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 17-1299414-0005	2017-12-08	09:00
021	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 17-0765719-0001	2017-07-21	13:01

	RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT 17-1179399-0001	2017-11-07 09:00
022	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 17-0187608-0001	2017-03-03 09:00
023	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 16-0759786-0045	2016-08-04 10:12
024	RÉSERVE DE PROPRIÉTÉ ET CESSIION DE LA RÉSERVE 16-0039241-0006	2016-01-18 10:37
	CHANGEMENT DE NOM 17-0094299-0001	2017-02-02 12:51
	RECTIFICATION D'UNE INSCRIPTION 16-1015117-0001	2016-10-17 14:24
	MODIFICATION D'UN DROIT PUBLIÉ 16-0959512-0002	2016-09-30 09:00
	Assignment of a universality of claims 16-0817932-0002	2016-08-22 10:47
025	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0499806-0001	2015-06-01 13:57
	CESSION DE RANG 16-0185078-0001	2016-03-04 12:46
	CESSION DE RANG 15-0522678-0001	2015-06-05 14:45
026	CESSION D'UNE UNIVERSALITÉ DE CRÉANCES 15-0435611-0004	2015-05-14 14:13
027	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0435611-0001	2015-05-14 14:13
	CESSION DE RANG 15-0522678-0001	2015-06-05 14:45
028	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0261491-0004	2015-03-31 09:00
	CESSION DE RANG 16-0185078-0001	2016-03-04 12:46
029	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 15-0261491-0003	2015-03-31 09:00
	CESSION DE RANG 16-0185078-0001	2016-03-04 12:46
030	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0429173-0001	2014-05-15 14:33
	CESSION DE RANG 16-0185078-0001	2016-03-04 12:46
031	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-0330319-0001	2013-04-25 14:41
	CESSION DE RANG 16-0185078-0001	2016-03-04 12:46
	MODIFICATION D'UN DROIT PUBLIÉ 13-0354732-0001	2013-05-02 10:22
	CESSION DE RANG 13-0349426-0001	2013-05-01 09:00
032	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 11-0693649-0001	2011-09-09 12:31
033	Assignment of a hypothecary claim 11-0582993-0001	2011-08-01 11:52
034	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR	2011-06-15 09:03

	11-0446524-0002	
	MODIFICATION D'UN DROIT PUBLIÉ	2017-01-03 09:00
	16-1261720-0002	
035	CHANGEMENT DE NOM	2007-02-09 14:29
	07-0070748-0001	

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
20-0087397-0004	2020-01-28 14:38	2026-01-27
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

De Lage Landen Financial Services Canada Inc.
3450 SUPERIOR COURT, UNIT 1, OAKVILLE, ON

L6L 0C4

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.
421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC./LES INDUSTRIES SPECTRA PREMIUM INC.
421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC./SPECTRA PREMIUM INDUSTRIES INC.
421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

BIENS

2019 ADVANCE CS7010 SCRUBBER S/N 1000070600 including all parts,
accessories, replacements, additions and accessions, tangible and
intangible (including software), now and hereafter relating thereto or
affixed thereon and including any documentation, manuals or
information provided in connection therewith.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2020-01-28

Lieu : QUEBEC/ONTARIO

Autres mentions :

REF: (693611002 / ONDLL1F62620-1 / 11235173)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
20-0046415-0001	2020-01-17 09:00	2024-01-15
DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS		

PARTIES

Locateur

Leamington Chevrolet Buick GMC Inc
108 Erie St N, Leamington, ON

N8H 0A9

Cessionnaire

Société de Location GM Financial Canada Ltée
2001 Sheppard Ave. Ste 600, Toronto, ON

M2J 4Z8

Locataire

SPECTRA PREMIUM INDUSTRIES INC
1421 AMPERE RUE, BOUCHERVILLE, QC

J4B 5Z5

Locataire

SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE RUE, BOUCHERVILLE, QC

J4B 5Z5

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	1GNSKCKJ5LR116375	2020	CHEVROLET TRUCK TAHOE 4WD

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2019-10-31

Lieu : Leamington, QC

La cession vise tous les droits

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 003 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-1441078-0001	2019-12-20 09:46	2029-12-20
SÛRETÉ PUBLIÉE À L'ÉTRANGER		

PARTIES

Titulaire

EXPORT DEVELOPMENT CANADA

150, Slater Street, Ottawa ON

K1R 1K3

Constituant

SPECTRA PREMIUM AB

Kardanvagen 37, Hus 3, 461 38 Trollattan, Sweden

Constituant

SPECTRA PREMIUM INDUSTRIES INC.

1421, Ampere Street, Boucherville QC

J4B 5Z5

BIENS

117285: Robotic Top Shell Spot Welding Cell
description

Serial #

From Genik: (2) spot welding cell to
spot weld one (1) Retainer Ring to the Top Shell
and 14 components inside and outside the shell.
The seller is responsible to develop
and integrated the following:

S-SOP001

S-SOP-002

Cell layout with security perimeter
Robot spot weld gun mounting brackets
and cables/hoses and adequate routing
for operation.

S8P473-1A-1
000512

From Yaskawa: one(1) Yaskawa Motorman
welding Robot M5-201

S87M25-1-2
000516
S8P7M25-1-2

From Obara: one (1) spot welding device

From Weld computer: Weld controller

Other trip dresser, one (1) ferris wheel positioner RM2-755SL (2 meters
wide)

117286:SPA RobotVent recir weld cell

Serial #

From Genik: welding cell to weld one
(1) Vent tube and one (1) Pass through tube
to the Top Shell. The seller is responsible
to develop and integrate the following:

201913505-980 (s-SOL001)
127762-19020660

Cell layout with security perimeter

	K18543-417-3
	K185323-182-1
From Yaskawa: One (1) Yaskawa motoman welding robot MA-2010	K18532-182-1 K18543-417-3 000513
117287:Robotic BOTTOM Shell Spot Welding cell	
Description	Serial #
From Genik: The seller to provide TechRoi Fuel Systems AB two (2)spot welding cells to spot weld all 10 components to the SPA 60L BOTTOM Shell and 10 components on the SPA 70L BOTTOM Shell. The seller is responsible to develop and integrate the following:	S-SPO003 S-SOP004 20191913505-949
Cell layout with security perimeter Robot spot weld gun mounting brackets and cable/hoses brackets and adequate routing for operation	S8PS43-1-1 000510
From Yaskawa: one (1) Yaskawa Motorman welding robot MS-210	S87M25-1-1 000515
From Obara: One (1) spot welding device (model to be determined by seller) From Weld computer: Weld controller Other: Tip dresser, One (1) Ferris Wheel positioner RM2-755SL (2 meters wide)	
117288:SPA Part washer and 117444 SPA Part washer conveyor	
	Serial #
Proceco: part washer OCW 76X24-E-13W-4R-H8O-SS Nivatek: Conveyor	18-S10
117289:SPA Vapour line install	Serial #
From Atlas Copco CONTROLLER POWER FOCUS 6000	
117290:SPA ISSM install	Serial #
From Atlas Copco EI. NUTRUNNER ETD STR31-15-10 ISSM. Internal sub side module (secondary fuel pump)	
117291:SPA Marriage station	Serial #
From Genic: to provide a marriage and seam welding cell to pre-assemble the Top and Bottom Shells by seam welding with two (2) Soudronic equipment. The seller is responsible to develop and integrate the following:	S-CEL01A SCDA-U26SS
Cell layout security perimeter	
	R18387-916-2
One (1) robot end-of-arm tooling (EOAT) holding spot welding gun and equipped with a tool charge holding the fuel tank weldment handling gripper	R18387-905-2

One (1) robot end-of-arm tooling (EOAT)
with tools changes and supports
Robots cable/hose brackets and adequate routing
for operation
Stand for spot weld device
Exit conveyor for fuel tank weldment
One (1) exit conveyor (3 segments)

From Yaskawa

One (1) robot EOAT to perform the spot weld
on the Ferris wheel fixture AND manipulate
the spot welded assembly out of the fixture
toward the seam welding fixture #1 or #2.
Dimensional integrity is important from load
station to the pre-assembling spot weld device
usage of tank datums)

K18387-906-2
000S11

117292:SPA Seam welding cell Serial #

From Soutec (Andritz):

2 (two) complete programmable seam welder with
3D parting line capability including all the
mechanical hardware, electrical hardware and panels,
welding controller, welding transformer, roller head
and welding roller assemblies, servo controls and
motors, PLC controls, HMI, software, pneumatic
components, and/or any other systems or components
that are required for the proper use and operation
of the seam welders;

CONTOUR2-A40375
CONTOUR2-A40460

Copper wire profiler wheels and guides for
stainless steel tank welding application; Two (2)
Seam welders integration within automated cell
which includes handshake with cell PLC and robots,
fuel tank weld results data transfer to TFS's SCADA
(good tank, bad tank time stamp).
The Equipment shall be designed and built to meet
the following specifications and features:

Fuel tank seam welding with 3D parting line flange
capability as per Design Specifications for Fuel
Tanks Contour II reference in Attachment A;

Coated material single thickness welding capability;
from 0.5 mm to 2.0 mm (some validation required);

Welding speed range from 1.0 to 7.5, m/minute;

Weld fixture model recognition, I/O to read fixture
identification, 4 bit binary code;

Required I/O's for robotic pad and unload part;

Manual load and unload function;

Emergency stop buttons with instant stop motion when activated;

Electrical control panel floor mounted and isolated from vibration;

TORQUE ARM, SML S00 MK II
MOUNTING PLATE
ADAPTER HORIZONTAL
Heavy duty handle SML electric 2
Heavy duty handle SML dead
CABLE REMOTE START CABLE S M
MACHINE CABLE FLAT SR/STR SM
EasyStart Basic DC tools
Pset programming and run-off testing on customer parts

117449: Tank isolator adhesive clips	Serial #
From Advance Motion, Each 1 48, 200.0000 48, 200.00	
6 Axis robot arm with a working radius of 1300	
MM/51.2 IN 1300mm reach radius arm with 10kg payload	20195000767

117454: FDM ISSM Continuity & air flow	Serial #
From Genik: Testing station to validate the internal	
vapor management system inside the fuel tank	
(ISSM: Internal sub side module secondary fuel pump)	

MENTIONS

Montant : CAD \$6,100,000

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2019-11-04
Lieu : Sweden

Autres mentions :

Security sale agreement dated as of November 4, 2019 registered at the Swedish Enforcement Authority (Kronofogdemyndigheten) on November 18, 2019 under registration number 840 26820-19/83.

AVIS D'ADRESSE

N° 025772

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 004 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-1164516-0001	2019-10-15 14:49	2023-10-14
DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS		

PARTIES

Locateur

JACQUES OLIVIER FORD INC.

4405 CHEMIN DE CHAMBLY, SAINT-HUBERT, QC

J3Y 3M7

Cessionnaire

Location Credit Ford Canada, division de Cie de location Canadian Road

PO Box 2400, Edmonton, AB

T5J 5C7

Locataire

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Locataire

Spectra Premium Industries Inc.

1421 AMPERE, BOUCHERVILLE, QC

J4B 5Z5

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	1FM5K8D83KGA74355	2019	FORD EXPLR

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2019-10-10

La cession vise tous les droits

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 005 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-1110361-0001	2019-10-02 09:00	2029-10-01
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

EXPORT DEVELOPMENT CANADA
150 Slater Street, Ottawa, Ontario K1R 0A5

Titulaire

EXPORTATION ET DÉVELOPPEMENT CANADA
150, rue Slater, Ottawa, Ontario K1R 0A5

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421, Ampere Street, Boucherville, Quebec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421, rue Ampère, Boucherville, Québec J4B 5Z5

BIENS

All of the Grantor's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated, the whole including, without limiting the generality of the foregoing, the following universalities of present and future property and specific movable property (collectively, the "Hypothecated Property"):

(a) Property in Stock

all present and future property in stock and inventory 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 held by a third party under a lease, a leasing agreement, franchise or license agreement or any other agreement entered into with or on behalf of the Grantor, property evidenced by bill 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;

(b) Claims and Other Movable Property

(i) Claims, Receivables and Book Debts

all of the Grantor's present and future claims (including any and all Monetary Claims), debts, demands and choses in action, 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, including, without limitation, all customer accounts, accounts receivable, rights of action, demands, judgments, contract rights, debts, tax refunds, amounts on deposit, bank accounts, cash, proceeds of sale, assignment or lease of any property, rights or titles, indemnities payable under any contract of insurance of property, of Persons, or of liability insurance, proceeds of expropriation, any sums owing to the Grantor in connection with interest or currency exchange contracts and other treasury or hedging instruments, management of risks or derivative instruments existing in favour of the Grantor ("SWAPS") and the Grantor's rights in the credit balance of accounts held for its benefit by any financial institution or any other Person together with all judgments and all other rights, benefits, securities, security agreements, collateral, 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 or a conditional sale, where the claims are the result of such sale, as well as all movable property owned by the Grantor and covered by such instalment or conditional sales);

(ii) Contracts and Agreements

any agreements, contracts or other instruments of a material nature relating to the Hypothecated Property or the operation, management or maintenance thereof and all amendments, supplements, and replacements thereto, including but not limited to, all development, servicing, site plan, production rights or quotas (if any) and other similar agreements with any governmental authority or public utility, management agreements, reciprocal restrictions or operating agreements, license or franchise agreements, service contracts, warranties, guaranties, supply and maintenance contracts, equipment leases and insurance policies;

(iii) No Exclusions

a right or a claim shall not be excluded from the Hypothecated Property by reason of the fact that (i) the debtor thereof is domiciled outside the Province of Québec, or (ii) the debtor thereof is an affiliate (as such term is defined in the Canada Business Corporations Act) of the Grantor (regardless of the law of the jurisdiction of its incorporation), or (iii) such right or claim is not related to the operations of the Grantor, or (iv) such right or claim is not related to the ordinary course of business of the Grantor;

(c) Investment Property

all present and future investment property, including all securities, security entitlements, financial assets, securities accounts, future contracts and future accounts and all shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest in property or in a corporation, partnership, trust, fund or any enterprise or which constitute evidence of an obligation of the issuer to the extent same would not constitute investment property, as such term is defined in the STA and all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith (the "Investment Property") including, without limitation, all securities issued or received in substitution, renewal, addition or replacement of

Investment Property, or issued or received on the purchase, redemption, conversion, cancellation or other transformation of securities or issued or received by way of dividend or otherwise to holders of Investment Property, and all present and future instruments, bills of lading, warehouse receipts, documents or other evidences of title of the Grantor;

(d) Equipment

all present and future machinery, equipment, implements, furniture, tools, rolling stock (including aircraft and road vehicles), spare parts and additions;

(e) Intellectual Property Rights

all of the Grantor's present and future rights in any trade mark, copyright, industrial design, patent, patent rights, goodwill, invention, trade secret, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, and all of the present and future undertaking of the Grantor;

(f) Permits

all permits, consents, licenses, rights, certificates, authorizations and other approvals issued or granted by any governmental authority or any public utility relating to the enterprise carried on by the Grantor or to any particular Hypothecated Property;

(g) Insurance

all indemnities or proceeds now or hereafter payable under any present or future contract of insurance on or in respect of any of the Hypothecated Property;

(h) Fruits and Revenues

all present and future fruits and revenues emanating from the Hypothecated Property, including without limitation, the proceeds of any sale, assignment, lease or other disposition of any of the present and future property of the Grantor, any claim resulting from such a sale, assignment, lease or other disposition, as well as any property acquired in replacement thereof (provided that nothing herein shall be interpreted as permitting the Grantor to dispose of any of the Hypothecated Property in contravention with the provisions of the Agreement);

(i) Records and Other Documents

all present and future titles, documents, records, data, vouchers, invoices, accounts and other documents evidencing or related to the Hypothecated Property, including, without limitation, computer programs, disks tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, catalogues, client lists, directories and other similar property; and

(j) Promissory Note

the claim due by TechRoi Fuel Systems AB to the Grantor as evidenced by a promissory note dated on or about the date of the Agreement (as amended, modified, restated and/or supplemented from time to time).

DEFINITIONS

"Agreement" means that certain general movable hypothec which is referred herein below under section "Référence à l'acte constitutif".

"Grantor" means SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC.

"Monetary Claims" has the meaning given thereto in Article 2713.1 of the CCQ.;

"Person" means any individual, corporation, limited liability company, voluntary association, partnership, joint venture, trust or governmental authority or other entity;

"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 made under such legislation).

MENTIONS

Somme de l'hypothèque

\$7,320,000, including an additional hypothec of \$1,220,000, with interest at the rate of twenty-five per cent (25%) per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2019-10-01

Lieu : Montréal

Autres mentions :

The Grantor may collect all of its claims, rents, debts and accounts receivable forming part of the Hypothecated Property until any Event of Default (as defined in the Agreement).

AVIS D'ADRESSE

N° 025772

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 006 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-1004226-0001	2019-09-06 11:50	2023-09-05
DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS		

PARTIES

Locateur

COASTAL FORD SALES LIMITED
530 EVANS AVE, VANCOUVER, BC

V6A 2K9

Cessionnaire

Ford Credit Canada Leasing, Division of Canadian Road Leasing Company
PO Box 2400, Edmonton, AB

T5J 5C7

Locataire

Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.
3068 Beta Ave, Burnaby, BC

V5G 4K4

Locataire

Spectra Premium Industries Inc.
1421 Ampere Boucherville, Boucherville, QC

J4B 5Z5

Locataire

Les Industries Spectra Premium Inc.
1421 Ampere Boucherville, Boucherville, QC

J4B 5Z5

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 1FMCU9GD6KUC16375	2019	Ford Escape

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2019-08-30

Lieu : Burnaby, BC

La cession vise tous les droits

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 007 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0851626-0001	2019-07-31 12:39	2029-07-31
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

LAURENTIAN BANK OF CANADA
1360 René-Lévesque Boulevard West, Montréal, Québec H3G 0E7

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Québec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Québec J4B 5Z5

BIENS

The universality of all of the property of Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc. (the "Grantor"), movable and immovable, personal and real, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated (the "Hypothecated Property"), including without limitation:

All present and future credit balances in any financial accounts held or to be held by the Grantor with Laurentian Bank of Canada acting as a person maintaining bank accounts, the inventory, equipment, accounts receivable and other debts, chattel paper, deposits with financial institutions, letter-of-credit rights, negotiable and similar instruments, investment property (including Securities), documents of title, money, intellectual property, rights under contracts of any nature whatsoever, commercial tort claims, any other intangible property and any other movable assets of the Grantor as well as any proceeds of any of the foregoing.

Definitions:

"Securities" means all present and future securities, security entitlements and financial assets within the meaning of the STA and any other securities or form of investment within the meaning of the Securities Act (Québec) and, to the extent not included in any of the foregoing terms, all of the shares or participation rights in the capital of a legal person or a partnership.

"STA" means the Act respecting the transfer of securities and the establishment of security entitlements (Québec) and any similar law of any Canadian province and State of the United States.

MENTIONS

Somme de l'hypothèque

\$50,000,000 with interest at the rate of 20% per annum.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2019-07-31

Lieu : Montréal, Québec

N° de minute : 1215

Nom du notaire : Amar, Melissa

Autres mentions :

The Grantor may collect all its claims, debts and accounts receivable forming part of the Hypothecated Property until Laurentian Bank of Canada withdraws such authorization by written notice to the Grantor.

AVIS D'ADRESSE

N° 060929

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 008 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0076136-0001	2019-01-28 09:00	2022-01-24
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

Cisco Systems Capital Canada Co.
3450 Superior Court Unit 1, Oakville, ON L6L 0C4

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.\LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.\SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

BIENS

TELECOMMUNICATION SYSTEMS including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2019-01-17
Lieu : QUEBEC, ONTARIO

Autres mentions :

REF: (666971002 / ONDLL1F59188-1 / 11017867)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 009 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0035862-0002	2019-01-15 09:00	2023-12-21
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

ELLIOTT-MATSUURA CANADA INC.

2120, Buckingham Road, Oakville, Ontario

L6H 5X2

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

Acheteur

LES INDUSTRIES SPECTRA PREMIUM INC.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

Fanuc Alpha Series C600iB-12" Wire EDM Machine, serial number P18X6B032, with all standard features including:

Robocut CAMA Software, Single seat, Transformer, LED triple alarm Light, Three (3) days of on-site training and start-up support, 12 Month Warranty (parts & labour);

together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-12-21

AVIS D'ADRESSE

N° 017487

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 010 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0035862-0001	2019-01-15 09:00	2023-12-21
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

ELLIOTT-MATSUURA CANADA INC.

2120, Buckingham Road, Oakville, Ontario

L6H 5X2

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

Acheteur

LES INDUSTRIES SPECTRA PREMIUM INC.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

Matsuura Vertical Machining Center model VX-1000, with FANUC Series 31IB control, serial number 2000495, with all standard features including: Spindle: 15,000 RPM, Big Plus, 20-40 HP, CAT-50, ATC 30, Chip Conveyor, Coolant through the spindle 300 PSI, Matsuura / Fanuc High Speed Machining Package including: AI Contour Control II, High-Speed Processing 1000 Block Look Ahead, Jerk Control and Nano Smoothing Data Server 4GB with Ethernet Interface, Keller - 17" Black Magic Belt Oil Skimmer, Renishaw OTS-AA mechanical tool breakage detection, Renishaw OMP-60 Touch Probe In-Process Probing, Machine re-levelling after (12) twelve months, (2) Preventative maintenance service calls during the warranty, Air Blow through spindle, 2 year warranty (parts & labour), Transformer, One (1) week of on-site training and start-up support, Set of manuals;

Matsuura Vertical Machining Center model VX-1000, with FANUC Series 31IB control, serial number 2000499, with all standard features including: Spindle: 15,000 RPM, Big Plus, 20-40 HP, CAT-50, ATC 30, Chip Conveyor, Coolant through the spindle 300 PSI, Matsuura / Fanuc High Speed Machining Package including: AI Contour Control II, High-Speed Processing 1000 Block Look Ahead, Jerk Control and Nano Smoothing Data Server 4GB with Ethernet Interface, Keller - 17" Black Magic Belt Oil Skimmer, Renishaw OTS-AA mechanical tool breakage detection, Renishaw OMP-60 Touch Probe In-Process Probing, Machine re-levelling after (12) twelve months, (2) Preventative maintenance service calls during the warranty, Air Blow through spindle, 2 year warranty (parts & labour), Transformer, One (1) week of on-site training and start-up support, Set of manuals;

together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2018-12-21

AVIS D'ADRESSE

N° 017487

Date, heure, minute de certification : 2020-05-07 10:29

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 011 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0253005-0004	2018-03-19 09:00	2023-03-16
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Crédit-bailleur

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

BIENS

THE UNIVERSALITY OF ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-03-16

Lieu : BOUCHERVILLE, QUEBEC AND MISSISSAUGA, ONTARIO

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 012 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0253005-0003	2018-03-19 09:00	2023-03-16
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Vendeur

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

BIENS

THE UNIVERSALITY OF ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2018-03-16
Lieu : BOUCHERVILLE, QUEBEC AND MISSISSAUGA, ONTARIO

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 013 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0253005-0002	2018-03-19 09:00	2023-03-16
DROITS RÉSULTANT D'UN BAIL		

PARTIES

Locateur

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Locataire

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

Locateur

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

BIENS

THE UNIVERSALITY OF ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-03-16

Lieu : BOUCHERVILLE, QUEBEC AND MISSISSAUGA, ONTARIO

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 014 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0253005-0001	2018-03-19 09:00	2023-03-16
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Titulaire

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

BIENS

THE UNIVERSALITY OF ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

MENTIONS

Somme de l'hypothèque

\$879,010.78 CAD PLUS INTEREST AT THE RATE OF 25% PER ANNUM

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-03-16

Lieu : BOUCHERVILLE, QUEBEC AND MISSISSAUGA, ONTARIO

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 015 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0149442-0001	2018-02-19 09:00	2023-02-15
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

De Lage Landen Financial Services Canada Inc.
3450 SUPERIOR COURT, UNIT 1, OAKVILLE, ON

L6L 0C4

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC./ LES INDUSTRIES SPECTRA PREMIUM INC.
1421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC./ SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

BIENS

SIX (6) CANON COPIEURS including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2018-01-25

Lieu : QUEBEC, ONTARIO

Autres mentions :

REF: (642935002 / ONDLL1F56499-1 / 10729919)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 016 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
18-0076926-0001	2018-01-26 13:38	2028-01-26
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

LAURENTIAN BANK OF CANADA

1981, McGill College Avenue, Suite 1585, Montréal, Québec

H3A 3K3

Constituant

SPECTRA PREMIUM INDUSTRIES INC.

1421 Ampère Street, Boucherville, Québec

J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 Ampère Street, Boucherville, Québec

J4B 5Z5

BIENS

The universality of the property of Spectra Premium Industries Inc./
Les Industries Spectra Premium Inc. (the "Grantor"), movable and
immovable, personal and real, corporeal and incorporeal, tangible and
intangible, present and future, of whatever nature and wherever
situated (the "Hypothecated Property"), including without limitation:
all present and future credit balances in any financial accounts held
or to be held by the Grantor with Laurentian Bank of Canada acting as a
person maintaining bank accounts, the inventory, equipment, accounts
receivable and other debts, chattel paper, deposits with financial
institutions, letter-of-credit rights, negotiable and similar
instruments, investment property (including Securities), documents of
title, money, intellectual property, rights under contracts of any
nature whatsoever, commercial tort claims, any other intangible
property and any other movable assets of the Grantor as well as any
proceeds of any of the foregoing.

Definition:

"Securities" means all present and future securities, security
entitlements and financial assets within the meaning of the STA and any
other securities or form of investment within the meaning of the
Securities Act (Québec) and, to the extent not included in any of the
foregoing terms, all of the shares or participation rights in the
capital of a legal person or a partnership.

MENTIONS

Somme de l'hypothèque

\$50,000,000 with interest at the rate of 20% per annum.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2018-01-26
Lieu : Montréal, Québec
N° de minute : 307
Nom du notaire : Dangoisse, Charlotte

Autres mentions :

The Grantor may collect all its claims, debts and accounts receivable forming part of the Hypothecated Property until Laurentian Bank Of Canada withdraws such authorization by written notice to the Grantor.

AVIS D'ADRESSE

N° 058174

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 017 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1356821-0002	2017-12-28 09:45	2022-12-21
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

ELLIOTT-MATSUURA CANADA INC.

2120, Buckingham Road, Oakville, Ontario

L6H 5X2

Acheteur

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 rue Ampère, Boucherville, Québec

J4B 5Z5

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.

1421 rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

Matsuura Vertical Machining Center model VX-1500, serial number 2000373, with all standard features including:

Fanuc series 31iB Controller, CAT-50 taper, Spindle speed 15,000 rpm, 30 tool magazine CAT-50, 300 psi coolant through spindle, Spiral chip conveyor, Lift up chip conveyor, Work cleaning gun, Work light, AICCH High speed machining package with data server, Keller - 17" Black magic Belt Oil Skimmer, Renishaw OTS-AA mechanical tool breakage detection system, Renishaw OMP-60 Touch Probe In-process probing, Machine re-levelling after twelve (12) months, Two (2) preventative maintenance service calls during the warranty, Air and Coolant through the spindle, 2 year warranty (parts and labour), Transformer, Training and start-up support as required.

FOB Truck, Spectra Premium, Boucherville, QC, together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-12-21

AVIS D'ADRESSE

N° 017487

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 018 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1356821-0001	2017-12-28 09:45	2022-12-21
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

ELLIOTT-MATSUURA CANADA INC.

2120, Buckingham Road, Oakville, Ontario

L6H 5X2

Acheteur

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 rue Ampère, Boucherville, Québec

J4B 5Z5

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.

1421 rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

Matsuura Vertical Machining Center model VX-1500, serial number 2000396, with all standard features including:

Fanuc series 31iB Controller, CAT-50 taper, Spindle speed 15,000 rpm, 30 tool magazine CAT-50, 300 psi coolant through spindle, Spiral chip conveyor, Lift up chip conveyor, Work cleaning gun, Work light, AICCH High speed machining package with data server, Keller - 17" Black magic Belt Oil Skimmer, Renishaw OTS-AA mechanical tool breakage detection system, Renishaw OMP-60 Touch Probe In-process probing, Machine re-levelling after twelve (12) months, Two (2) preventative maintenance service calls during the warranty, Air and Coolant through the spindle, 2 year warranty (parts and labour), Transformer, Training and start-up support as required.

FOB Truck, Spectra Premium, Boucherville, QC, together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-12-21

AVIS D'ADRESSE

N° 017487

Date, heure, minute de certification : 2020-05-07 10:29

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 019 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1330372-0001	2017-12-18 10:12	2020-08-04
DROITS RÉSULTANT D'UN BAIL		

PARTIES

Locateur

Manutention Toromont

4000 autoroute Transcanadienne, Pointe-Claire, Québec

H9R 1B2

Locataire

Spectra Premium Industries Inc

1421 rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

MATÉRIEL LOUÉ DESCRIPTION DU MATRIEL LOUÉ: CHARIOT ELEVATEUR

MARQUE / MANUFACTURIER: CAT MODÈLE: 2C6000-4V 2012 #SÉRIE:

AT83F31441 AUTRE INFORMATION: ID: 800063240

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-08-04

Lieu : Pointe Claire

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 020 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1299414-0005	2017-12-08 09:00	2020-12-06
DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS		

PARTIES

Locateur

PERFORMANCE FORD SALES INC.

1150 PROVINCIAL RD, WINDSOR, ON

N8W 5W2

Cessionnaire

Location Credit Ford Canada, Une Division De Compagnie De Location Canadia
n Road

PO Box 2400, Edmonton, AB

T5J 5C7

Locataire

SPECTRA PREMIUM INDUSTRIES INC.

1421 RUE AMPERE, Boucherville, QC

J4B 5Z5

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	1FTEW1EF0GFC44181	2016	FORD F150

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-12-07

Lieu : MONTREAL, QC

La cession vise tous les droits

Autres mentions :

REF: (54025221 / BCFC1F1971485-1 / 10672227)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 021 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-0765719-0001	2017-07-21 13:01	2020-07-20
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

Cisco Systems Capital Canada Co.
3450 Superior Court Unit 1, Oakville, ON L6L 0C4

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC./ SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC./ LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

BIENS

TELECOMMUNICATIONS SYSTEM including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2017-07-20

Lieu : QUEBEC, ONTARIO

Autres mentions :

REF: (632883002 / ONDLL1F55046-1 / 10512994)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
17-1179399-0001	2017-11-07 09:00
RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT	

Date, heure, minute de certification : 2020-05-07 10:29

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 021 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-1179399-0001	2017-11-07 09:00	2021-07-19
RENOUVELLEMENT DE LA PUBLICITÉ D'UN DROIT		

PARTIES

Titulaire

Cisco Systems Capital Canada Co.
3450 Superior Court Unit 1, Oakville, ON L6L 0C4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC./ SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

Constituant

SPECTRA PREMIUM INDUSTRIES INC./ LES INDUSTRIES SPECTRA PREMIUM INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
17-0765719-0001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Autres mentions :

REF: (632883002 / ONDLL1C55046-2 / 10637838)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 022 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
17-0187608-0001	2017-03-03 09:00	2021-03-01
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Cisco Systems Capital Canada Co.
3450 Superior Court Unit 1, Oakville, ON L6L 0C4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 AMPERE STREET, BOUCHERVILLE, QC J4B 5Z5

BIENS

OBLIGOR HEREBY HYPOTHECATES IN FAVOR OF PAYEE THE EQUIPMENT AND ANY
PROCEEDS THEREOF FOR AN AMOUNT EQUAL TO 120% OF THE TOTAL AMOUNT
PAYABLE, TOGETHER WITH INTEREST THEREON FROM THE DATE HEREOF AT THE
RATE OF 25% PER ANNUM.

MENTIONS

Somme de l'hypothèque

131 274,26\$ WITH INTEREST AT THE RATE OF 25% PER ANNUM

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2017-03-02
Lieu : QUEBEC

Autres mentions :

REF: (618869 - IPA / ONDLL1F53868-1 / 10312572)

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 023 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0759786-0045	2016-08-04 10:12	2021-07-08
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

SUNTRUST BANK
3333 PEACHTREE ROAD, NE GA ATL MC 3950, ATLANTA, GA 30326

Constituant

Spectra Premium Industries, Inc
1421 Ampere Street, Boucherville, QC J4B 5Z5

BIENS

THE PROPERTY COVERED BY THIS FINANCING STATEMENT INCLUDES: (A) ALL EXISTING AND FUTURE ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, DOCUMENTS AND INSTRUMENTS AS SUCH TERMS ARE DEFINED IN THE UNIFORM COMMERCIAL CODE ENACTED IN THE STATE OF GEORGIA ("UCC") OF THE DEBTOR THAT (I) ARISE OUT OF THE SALE OF PRODUCTS AND/OR SERVICES TO IEH AUTO PARTS LLC AND/OR THE PEP BOYS -- MANNY, MOE & JACK AND (II) WHICH ARE TRANSFERRED OR ASSIGNED TO SECURED PARTY PURSUANT TO THAT CERTAIN SUPPLIER AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, AS AGENT FOR ITSELF AND OTHER TRANSFEREES AND ASSIGNEES OF SUCH ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, DOCUMENTS AND INSTRUMENTS AND (B) ALL PROCEEDS (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE ENACTED IN THE STATE OF GEORGIA) OF THE ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, DOCUMENTS AND INSTRUMENTS DESCRIBED IN THE PRECEDING SUBSECTION (A). THIS FINANCING STATEMENT RELATES TO THE SALE OF SUCH ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES, DOCUMENTS AND INSTRUMENTS AND IS FILED IN ACCORDANCE WITH THE UCC.

MENTIONS

Somme de l'hypothèque

\$50,000,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-07-08
Lieu : ATLANTA, GA

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 024 - Détail de l'inscription 1 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0039241-0006	2016-01-18 10:37	2022-01-14
RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE		

PARTIES

Vendeur

Baril Ford Lincoln Inc.

6875 Boul. Laurier, St-Hyacinthe, QC

J2S 9A5

Cessionnaire

Credit Ford Du Canada Limitee

PO Box 2400, Edmonton, AB

T5J 5C7

Acheteur

SPECTRA PREMIUM INDUSTRIES INC.

1421 RUE AMPERE, BOUCHERVILLE, QC

J4B 5Z5

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	NM0GS9E72G1249453	2016	FORD
			TRAN C

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-01-15

Lieu : St-Hyacinthe QC

La cession vise tous les droits

Autres mentions :

REF: (2BA54624L1 / BCFC1F1589225-1 / 9704376)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0817932-0002	2016-08-22 10:47
Assignment of a universality of claims	
16-0959512-0002	2016-09-30 09:00
MODIFICATION D'UN DROIT PUBLIÉ	

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 024 - Détail de l'inscription 2 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
17-0094299-0001	2017-02-02 12:51
CHANGEMENT DE NOM	

PARTIES

Ancien nom

FORD CREDIT CANADA LIMITED
The Canadian Road, Oakville (Ontario) L6J 5E4

Ancien nom

CRÉDIT FORD DU CANADA LIMITÉE
The Canadian Road, Oakville (Ontario) L6J 5E4

Nouveau nom

FORD CREDIT CANADA COMPANY
The Canadian Road, Oakville (Ontario) L6J 5E4

Nouveau nom

COMPAGNIE CRÉDIT FORD DU CANADA
The Canadian Road, Oakville, Ontario L6J 5E4

MENTIONS

Référence à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées,
* leur numéro n'est pas affiché.
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition
* d'inscription, communiquer par téléphone avec le Bureau de la
* publicité des droits personnels et réels mobiliers :
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou
* 1 800 465-4949 (sans frais).
*

Référence à l'acte constitutif

Forme de l'acte : Certificate of Name Change
Date : 2017-01-09
Lieu : Nova Scotia

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées, la radiation de ces
* inscriptions ne sera pas affichée dans le champ «Remarques».
*

* Pour obtenir un état de l'inscription ou une copie de la réquisition *
* d'inscription, communiquer par téléphone avec le Bureau de la *
* publicité des droits personnels et réels mobiliers : *
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou *
* 1 800 465-4949 (sans frais). *
* *

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 024 - Détail de l'inscription 3 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-1015117-0001	2016-10-17 14:24
RECTIFICATION D'UNE INSCRIPTION	

PARTIES

Assignor

FORD CREDIT CANADA LIMITED
The Canadian Road, Oakville, Ontario L6J 5E4

Assignor

CRÉDIT FORD DU CANADA LIMITÉE
The Canadian Road, Oakville, Ontario L6J 5E4

Assignee

FORD AUTO SECURITIZATION TRUST
c/o Ford Credit Canada Limited, The Canadian Road, Oakville, Ontario L6J 5E4

Assignee

FIDUCIE DE TITRISATION AUTOMOBILE FORD
c/o Ford Credit Canada Limited, The Canadian Road, Oakville, Ontario L6J 5E4

Trustee

COMPUTERSHARE TRUST COMPANY OF CANADA
100 University Avenue, 9th Floor, North Tower, Toronto, Ontario M5J 2Y1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0817932-0002	Assignment of a universality of claims

Objet de la rectification :

The nature of the registration number 16-0817932-0002 should have read
Assignment of rights instead of Assignment of a universality of claims.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
18-0425609-0036 2018-04-26 14:04 Radiation quant à 15-1186415-0044

Date, heure, minute de certification : 2020-05-07 10:29

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 024 - Détail de l'inscription 4 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0959512-0002	2016-09-30 09:00

MODIFICATION D'UN DROIT PUBLIÉ

PARTIES

Titulaire

Credit Ford Du Canada Limitee	
PO Box 2400, Edmonton, AB	T5J 5C7

Constituant

SPECTRA PREMIUM INDUSTRIES INC.	
1421 RUE AMPERE, BOUCHERVILLE, QC	J4B 5Z5

Acheteur

Les Industries Spectra Premium Inc.	
1421 Rue Ampere, Boucherville, QC	J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0039241-0006	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REF: (2BA54624L1 / BCFC1C1589225-2 / 10113734)

Autres mentions:

register french version of debtor's name

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 024 - Détail de l'inscription 5 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0817932-0002	2016-08-22 10:47
Assignment of a universality of claims	

PARTIES

Assignor

FORD CREDIT CANADA LIMITED
The Canadian Road, Oakville, Ontario L6J 5E4

Assignor

CRÉDIT FORD DU CANADA LIMITÉE
The Canadian Road, Oakville, Ontario L6J 5E4

Assignee

FORD AUTO SECURITIZATION TRUST
c/o Ford Credit Canada Limited, The Canadian Road, Oakville, Ontario L6J 5E4

Trustee

COMPUTERSHARE TRUST COMPANY OF CANADA
100 University Avenue, 9th Floor, North Tower, Toronto, Ontario M5J 2Y1

Assignee

FIDUCIE DE TITRISATION AUTOMOBILE FORD
c/o Ford Credit Canada Limited, The Canadian Road, Oakville, Ontario L6J 5E4

BIENS

Ford Credit Canada Limited (the "Assignor") sells, transfers and assigns to the Ford Auto Securitization Trust (the "Assignee") all of its right, title and interest in and to the reservations of ownership referred to herein under the heading "Référence à l'inscription visée".

MENTIONS

Référence à l'inscription visée

*
* En raison du nombre élevé d'inscriptions visées,
* leur numéro n'est pas affiché.
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition
* d'inscription, communiquer par téléphone avec le Bureau de la
* publicité des droits personnels et réels mobiliers :
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou
* 1 800 465-4949 (sans frais).
*

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2016-08-19
Lieu : Toronto, Ontario

Autres mentions :

Computershare Trust Company of Canada acts as trustee for Ford Auto Securitization Trust/Fiducie de Titrisation Automobile Ford.

Continuation of the address of the Assignee, Ford Auto Securitization Trust/Fiducie de Titrisation Automobile Ford: as Financial Services Agent.

The rights that are assigned do not include hypothecs or rights resulting from a lease, in each case, registered at the Register of Personal and Movable Real Rights.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-1015117-0001	2016-10-17 14:24
RECTIFICATION D'UNE INSCRIPTION	
17-0094299-0001	2017-02-02 12:51
CHANGEMENT DE NOM	

Inscriptions de radiation - Quant à l'inscription visée

```
*****
*
* En raison du nombre élevé d'inscriptions visées, la radiation de ces
* inscriptions ne sera pas affichée dans le champ «Remarques».
*
* Pour obtenir un état de l'inscription ou une copie de la réquisition
* d'inscription, communiquer par téléphone avec le Bureau de la
* publicité des droits personnels et réels mobiliers :
* 514 864-4949 (Montréal), 418 646-4949 (Québec) ou
* 1 800 465-4949 (sans frais).
*
*****
```

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 025 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0499806-0001	2015-06-01 13:57	2025-06-01
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

LAURENTIAN BANK OF CANADA
1981, McGill College Avenue, suite 1500, Montreal, Quebec H3A 3K3

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

BIENS

The universality of all of the property of SPECTRA PREMIUM INDUSTRIES INC. (the "Grantor"), movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated (the "Hypothecated Property").

MENTIONS

Somme de l'hypothèque

CDN \$35,000,000, with interest thereon at the rate of 20% per annum.

L'hypothèque est constituée en faveur du fondé de pouvoir (art. 2692 C.c.)

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute
Date : 2015-06-01
Lieu : Montréal, Québec
N° de minute : 546
Nom du notaire : Mtre Shalini Sangani

Autres mentions :

The Grantor may collect all its debts and accounts receivable forming part of the Hypothecated Property until the Trustee withdraws such authorization by written notice to the Grantor.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
15-0522678-0001	2015-06-05 14:45
CESSION DE RANG	
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

AVIS D'ADRESSE

N° 025536

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 025 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCFCredit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 025 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
15-0522678-0001	2015-06-05 14:45
CESSION DE RANG	

PARTIES

Cédant

Deutsche Bank AG New York Branch
60 Wall Street, New York, New York, 10005 U.S.A.

Cessionnaire

Laurentian Bank of Canada
1981 McGill College Avenue, Suite 1500, Montréal, Québec H3A 3K3

Constituant

Spectra Premium Industries Inc.
1421 Ampère Street, Boucherville, Québec J4B 5Z5

BIENS

The Assignor agrees that the Assignee Security and all rights and recourses of the Assignee under the Assignee Security shall rank ahead and have priority in all respects over the Assignor Security with respect to all assets of the Grantor other than the accounts owing from AutoZone which are purchased by the Assignor from the Grantor pursuant to the Supplier Finance Agreement.

DEFINITIONS:

"Assignee" means Laurentian Bank of Canada.

"Assignee Security" means the hypothecs or security interests that the Assignee holds and/or may hold in the future over the universality of the property of the Grantor, movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.

"Assignor" means Deutsche Bank AG New York Branch.

"Assignor Security" means the hypothec granted in favour of the Assignor by the Grantor, charging the universality of all present and future accounts, receivable, debts and other claims which arise from the sale of goods and service by the Grantor to AutoZone and all related rights.

"Grantor" means Spectra Premium Industries Inc.

"Supplier Finance Agreement" referred to a supplier finance agreement entered into between the Assignor and the Grantor on August 18, 2014.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
15-0435611-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : New York, New York

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 026 - Détail de l'inscription 1 (de 1)

INSCRIPTION

DATE-HEURE-MINUTE

15-0435611-0004

2015-05-14 14:13

CESSION D'UNE UNIVERSALITÉ DE CRÉANCES

PARTIES

Cédant

SPECTRA PREMIUM INDUSTRIES INC.

1421 rue Ampère, Boucherville (Québec)

J4B 5Z5

Cessionnaire

DEUTSCHE BANK AG NEW YORK BRANCH

60 Wall Street, New York, New York 10005 U.S.A.

Cédant

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 rue Ampère, Boucherville (Québec)

J4B 5Z5

BIENS

The universality of claims sold from time to time from Assignor to Assignee pursuant to a supplier financing agreement dated as of August 18, 2014 (as amended, restated or modified from time to time) between Assignor and Assignee in respect of certain accounts owing by AutoZone Parts, Inc. and its affiliates, successors and assigns, as such claims are identified from time to time pursuant to invoices submitted by the Assignor and accepted by the Assignee.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-08-18

Lieu : Montréal, Québec and New York, New York

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 027 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0435611-0001	2015-05-14 14:13	2025-05-14
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

DEUTSCHE BANK AG NEW YORK BRANCH
60 Wall Street, New York, New York 10005 U.S.A.

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 rue Ampère, Boucherville (Québec) J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 rue Ampère, Boucherville (Québec) J4B 5Z5

BIENS

1. For good and valuable consideration, the Grantor hypothecates in favour of the Holder:

1.1 the universality of all present and future accounts receivable, debts and other claims which arise from the sale of goods and services by the Grantor to the Buyer or which are otherwise payable or owing by the Buyer to the Grantor, together with all judgments and all other rights, benefits, insurance, guarantees and securities for the said accounts receivable, debts and other claims which now or may hereafter exist in favour of the Grantor;

1.2 the universality of all present and future rights attached to the aforesaid property, as well as the proceeds, fruits and revenues thereof; and

1.3 the universality of all present and future titles, documents, records, receipts, invoices, accounts and data of the Grantor evidencing or relating to any of the aforesaid property;

(all such property described or referred to above being herein called the "Hypothecated Property").

Definitions:

"Buyer" means AutoZone Parts, Inc. or any of its affiliates, together, in each case, with their successors and assigns.

"Grantor" means Spectra Premium Industries Inc./Les Industries Spectra Premium Inc.

"Holder" means Deutsche Bank AG, New York Branch.

MENTIONS

Somme de l'hypothèque

CAD\$20,000,000, with interest at the rate of 25% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-05-11

Lieu : Montréal, Québec and New York, New York

Autres mentions :

The Holder shall have the exclusive right to collect all accounts receivable, debts and other claims that are sold, assigned or transferred from time to time by the Grantor to the Holder pursuant to the SFA, including all rights attached thereto and all proceeds, fruits and revenues thereof (collectively, the "Purchased Claims").

Notwithstanding anything contained herein to the contrary, the Holder authorizes the Grantor to collect when due any accounts receivable, debts and other claims, including all rights attached thereto and all proceeds, fruits and revenues thereof, forming part of the Hypothecated Property that are not Purchased Claims.

Notwithstanding anything contained in the deed of hypothec referred to in Section "Référence à l'acte constitutif" (the "Movable Hypothec") to the contrary, the Holder agrees not to withdraw the right to collect claims or exercise any hypothecary rights arising by virtue of the Movable Hypothec in respect of any Excluded Property (as hereinafter defined), including the rights to preserve its security as contemplated in Article 2700 of the Civil Code of Quebec, for as long as such property remains Excluded Property. For the purposes of the foregoing, "Excluded Property" means, collectively, all Hypothecated Property other than the Purchased Claims and all other Hypothecated Property relating to the Purchased Claims. Upon request of the Grantor, the Holder undertakes to execute and deliver to Grantor such cessions of rank, releases or any other documents as may be reasonably requested by the Grantor to evidence the agreement among the parties in respect of Excluded Property set forth above.

"SFA" means the Supplier Financing Agreement dated August 18, 2014 (as the same may be amended, supplemented, modified, renewed, replaced or restated from time to time, and including, without limitation, all annexes and appendices thereto and the reference guide, supplier implementation kit, the communications terms referred to therein and any additional annexes thereto.

REMARQUES

INSCRIPTION
15-0522678-0001
CESSION DE RANG

DATE-HEURE-MINUTE
2015-06-05 14:45

AVIS D'ADRESSE

N° 028475

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 027 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
15-0522678-0001	2015-06-05 14:45
CESSION DE RANG	

PARTIES

Cédant

Deutsche Bank AG New York Branch
60 Wall Street, New York, New York, 10005 U.S.A.

Cessionnaire

Laurentian Bank of Canada
1981 McGill College Avenue, Suite 1500, Montréal, Québec H3A 3K3

Constituant

Spectra Premium Industries Inc.
1421 Ampère Street, Boucherville, Québec J4B 5Z5

BIENS

The Assignor agrees that the Assignee Security and all rights and recourses of the Assignee under the Assignee Security shall rank ahead and have priority in all respects over the Assignor Security with respect to all assets of the Grantor other than the accounts owing from AutoZone which are purchased by the Assignor from the Grantor pursuant to the Supplier Finance Agreement.

DEFINITIONS:

"Assignee" means Laurentian Bank of Canada.

"Assignee Security" means the hypothecs or security interests that the Assignee holds and/or may hold in the future over the universality of the property of the Grantor, movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.

"Assignor" means Deutsche Bank AG New York Branch.

"Assignor Security" means the hypothec granted in favour of the Assignor by the Grantor, charging the universality of all present and future accounts, receivable, debts and other claims which arise from the sale of goods and service by the Grantor to AutoZone and all related rights.

"Grantor" means Spectra Premium Industries Inc.

"Supplier Finance Agreement" referred to a supplier finance agreement entered into between the Assignor and the Grantor on August 18, 2014.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
15-0435611-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : New York, New York

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 028 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0261491-0004	2015-03-31 09:00	2025-03-30
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
1 Place Ville-Marie, Suite 2022, Montreal, Quebec H3B 2C4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

BIENS

The Grantor hereby hypothecates to and in favour of the Attorney the following property of the Grantor, wherever situate, and all renewals thereof, accretions thereto, replacements thereof and substitutions therefor, as well as everything united thereto by accession (herein collectively referred to as the "Charged Property"):

The Immovables:

"Immovables" means, collectively, all immovable properties of the Grantor now owned or hereafter acquired and any other property which becomes immovable by effect of law;

The Rents;

"Rents" means any and all present and future rents, income, revenues and/or any other amounts produced by or in respect of the Immovables including, for greater certainty, any and all amounts owing and to become owing by any lessee or other person under any Lease as well as all present and future claims and security therefor and rights to collect and receive same;

The Leases;

"Leases" means, collectively, all present and future leases, offers to lease, sub-leases and other agreements relating to the occupancy, use or enjoyment of the whole or any portion of the Immovables and "Lease" means any one of them;

The Claims;

"Claims" means, collectively, all accounts receivable, book accounts, book debts, debts, claims, rentals, revenues, incomes, royalties, loans receivable, demands, rebates and refunds (including, without limitation, the amounts owing by or claimable from the crown, state or

government or any departments, agents or agencies thereof) which now are or which may at any time hereafter be due or owing to or owned by the Grantor or in which the Grantor now or hereafter has any other interest and all security interests, hypothecs, assignments, guarantees, bills of exchange, notes, negotiable instruments, contracts, invoices, books of account, letters of credit and other documents and rights now held or owned or which may be hereafter held or owned by the Grantor or any third party on behalf of the Grantor in respect of any of the foregoing and all rights of an unpaid vendor, including rights to merchandise returned, repossessed or recovered;

The Documents of Title;

"Documents of Title" means, collectively, all documents of title, whether negotiable or non-negotiable including, without limitation, all warehouse receipts and bills of lading in which the Grantor now or hereafter has an interest;

The Proceeds;

"Proceeds" means, collectively, all property in any form derived directly or indirectly from any dealings with any of the Charged Property;

The Records;

"Records" means, collectively, all computer programs, firmware and software and all computer and other records, data and all access codes relating to any of the foregoing, whether in hard copy or otherwise, pertaining to any of the Charged Property and the equipment containing same;

The Monies;

"Monies" means, collectively, all monies, cash, foreign currencies and credits in which the Grantor now or hereafter has an interest;

The Pledged Collateral;

"Pledged Collateral" means, collectively, the Securities, the Security Entitlements, the Securities Accounts, future contracts and future accounts of the Grantor, whether or not delivered to or subject to Control of the Creditors;

The Insurance;

"Insurance" means, collectively, all insurance policies relating directly or indirectly to any of the Charged Property or any part thereof and all rights and claims under all policies of insurance of whatever nature including, without limitation, under life insurance policies and under insurance against loss or damage;

The Intangible Property;

"Intangible Property" means, collectively, all incorporeal property now owned or hereafter acquired by the Grantor or its interest therein, including, without limitation, the following property and all intellectual property, patents and patents pending, registered and unregistered trade-marks, trade or brand names, trade styles, service marks, copyrights, industrial designs, formulae, processes, trade secrets, goodwill, contractual rights, licences and permits;

(i) Trade-Marks

Country	Trademark	Registration	Date of Registration	Registered Owner
US	SPECTRA PREMIUM	None (Serial no.: 78861977)	None (Filing date: April 14, 2006	Spectrum Premium Industries Inc.
US	CERTICOOL & DESIGN	2865499	July 20, 2004	Spectrum Premium Industries Inc.
Canada	SPI & DESIGN	TMA 644886	July 25, 2005	Spectrum Premium Industries Inc.
Canada	SPECTRA PREMIUM	TMA 669324	August 7, 2006	Spectra Premium Industries Inc.
Canada	CERTICOOL & DESIGN	TMA 608,153	April 21, 2004	Spectra Premium Industries Inc.

(ii) Patents

A) "Fuel tank shell with structural support".

U.S. Patent # 8636162

Canadian Patent # 2 645 457

B) Fuel delivery module for low profile fuel tanks.

U.S. Patent application # 14/500 355 filed on September 29, 2014

Canada Patent application # 2 865 441 filed on September 29, 2014

The Inventory;

"Inventory" means, collectively, all property in stock and inventory now owned and hereafter acquired by the Grantor including, without limitation, all raw materials, goods in process, finished goods, goods in transit and all packaging and shipping materials and all materials and merchandise procured for the manufacture or production thereof and all goods, wares and merchandise held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor;

The Equipment;

"Equipment" means, collectively, all machinery, equipment, furniture, fixtures, materials, supplies, appliances, dyes, molds, tanks, vehicles, furnaces, boilers, motors, engines, accessories and tools now owned or hereafter acquired by the Grantor, whether or not the same be affixed to any immovable property or used upon or in connection therewith, together with all present and future improvements, appurtenances and accessories thereto;

The Related Property;

"Related Property" means the following: (a) any indemnity or proceeds of expropriation or reimbursement of all taxes, rates, assessments, levies, surtaxes and any other impositions, ordinary and extraordinary, which may be assessed on or payable in respect of any of the Charged Property as well as any and all interest thereon and penalties imposed in respect thereof now or hereafter payable; and (b) any present and future rights whatsoever attached to the Charged Property, as well as all present and future fruits and revenues thereof;

The Securities;

"Securities" means, collectively, all shares, stocks, warrants, bonds,

debentures, units, debenture stock, and other securities, Security Entitlements and Securities Accounts in which the Grantor now or hereafter has an interest, including Special Equity Interests and Securities as defined under the STA, as well as any and all certificates, options, rights, or other distributions issued as an addition to, in substitution for, in exchange for or in renewal therefor and any and all other property that may at any time be received or receivable by or otherwise distributed to the Grantor in respect of, or in substitution for, or in addition to, or in exchange for any of the foregoing including, without limitation, all other or additional stock or other securities or property (including cash) paid or distributed in respect of the shares by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar arrangement; and any and all cash, securities and other proceeds of the foregoing and all rights and interests of the Grantor in respect thereof or evidenced thereby, including, without limitation, the following specific shares:

Issuer	Number and type of shares	Certificate #
Spectra Premium Holding (USA) Corp.	500 common	1

As a universality, all other corporeal and incorporeal movable and immovable property, assets, rights and undertakings of any nature and kind, now owned or hereafter acquired by the Grantor.
The following terms shall have the meanings respectively ascribed to them in the hypothec agreement:

"Attorney" means Wells Fargo Capital Finance Corporation Canada, appointed hereunder and in the Credit Agreement as fondé de pouvoir for the Bondholders, and hereinacting in its capacity as the person holding the power of attorney (fondé de pouvoir) of the Bondholders as contemplated by Article 2692 of the Civil Code of Québec and shall include its successors and assigns appointed pursuant to the provisions hereof and under the Credit Agreement;

"Credit Agreement" means the credit agreement dated as of on or about April 29, 2013, by and among the lenders identified on the signature pages thereof, Wells Fargo Capital Finance Corporation Canada, as administrative agent for each member of the Lender Group and the Bank Product Providers, Les Industries Spectra Premium Inc./Spectra Premium Industries Inc., a Canadian corporation, and Spectra Premium (USA) Corp., a Delaware corporation, as borrowers, and Spectra Premium Holding (USA) Corp. and Spectra Premium Properties (USA) Corp., as guarantors, and any and all modifications, extensions, replacements, amendments, renewals, supplements, restatements and continuations thereof;

"Special Equity Interests" means an interest in a partnership or a limited liability company; and

"STA" means an Act respecting the transfer of securities and the establishment of security entitlements, R.S.Q. c. T-11.002 as amended from time to time.

MENTIONS

Somme de l'hypothèque

Two Hundred Million Canadian Dollars (CDN\$200,000,000) together with

interest at a rate of twenty-five percent (25%) per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2015-03-30

Lieu : Montreal, Quebec

N° de minute : 18

Nom du notaire : Mtre Julie Doan

REMARQUES

INSCRIPTION

16-0185078-0001

CESSION DE RANG

DATE-HEURE-MINUTE

2016-03-04 12:46

AVIS D'ADRESSE

N° 042937

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 028 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCFCredit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 029 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0261491-0003	2015-03-31 09:00	2025-03-30
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

PARTIES

Titulaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
1 Place Ville-Marie, Suite 2022, Montreal, Quebec H3B 2C4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

BIENS

The Grantor hypothecates, pledges and grants a security interest in, to and in favour of the Administrative Agent the following, (collectively, the "Pledged Collateral"):

(a) the shares in the capital stock of the Corporation owned by the Grantor (the "Specific Securities";

Issuer	Number and Class of Shares	Certificate #
Spectra Premium Holding (USA) Corp.	500 Common	1

(b) all Security Certificates and instruments evidencing or representing the Pledged Securities;

(c) as a universality, to the extent not otherwise effectively hypothecated hereunder, the Pledged Securities;

(d) all dividends, whether in cash, kind or stock, received or receivable upon or in respect of any of the Pledged Securities and all moneys or other property payable or paid on account of any return or repayment of capital in respect thereof or otherwise distributed in respect thereto or which shall in any way be charged to, or payable or paid out of, the capital of the issuer of any Pledged Securities;

(e) all other property which may at any time be received or receivable by or otherwise distributed to the Grantor in respect of, or in substitution for, or in addition to, or in exchange for, any of the Pledged Securities including, without limitation, all other or additional stock or other securities or property (including cash) paid or distributed in respect of the shares by way of stock-split, spin off, split-up, reclassification, combination of shares or similar arrangement; and

(f) all cash, securities and other proceeds of the Pledged Securities and all rights and interests of the Grantor in respect thereof or evidenced thereby.

The following terms shall have the meanings respectively ascribed to them in the share pledge agreement:

(a) "Administrative Agent" means, WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, in its capacity as administrative agent for the Lenders under the Credit Agreement;

(b) "Corporation" means, collectively, Spectra Premium Holding (USA) Corp.;

(c) "Credit Agreement" means the credit agreement dated on or about April 29, 2013, by and among the lenders identified on the signature pages thereof, Wells Fargo Capital Finance Corporation Canada, as administrative agent for each member of the Lender Group and the Bank Product Providers, Les Industries Spectra Premium Inc./Spectra Premium Industries Inc., a Canadian corporation, and Spectra Premium (USA) Corp., a Delaware corporation, as borrowers, and Spectra Premium Holding (USA) Corp. and Spectra Premium Properties (USA) Corp., as guarantors, and any and all modifications, extensions, replacements, amendments;

(d) "Pledged Securities" means the Specific Securities and all other issued and outstanding shares of every class of the capital stock of the Corporation which are at any time owned by the Grantor, and all rights relating or incidental thereto and all renewals thereof, substitutions therefor and additions thereto;

(e) "Security Certificate" has the meaning given to it in the STA;

(f) "STA" means an Act respecting the transfer of securities and the establishment of securities entitlements (Quebec), as amended from time to time.

MENTIONS

Somme de l'hypothèque

Two Hundred Million Dollars (\$200,000,000) together with interest at a rate of twenty-five percent (25%) per annum

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-03-30

Lieu : Montreal, Quebec

REMARQUES

INSCRIPTION

16-0185078-0001

CESSION DE RANG

DATE-HEURE-MINUTE

2016-03-04 12:46

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 029 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCFCredit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 030 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0429173-0001	2014-05-15 14:33	2024-05-15
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

LAURENTIAN BANK OF CANADA
1981 avenue McGill College, Bureau 1500, Montréal, Québec H3A 3K3

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

BIENS

The universality of all of the property of SPECTRA PREMIUM INDUSTRIES INC. (the "Grantor"), movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated (the "Hypothecated Property").

MENTIONS

Somme de l'hypothèque

CDN \$25,000,000, with interest thereon at the rate of 20% per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2014-05-15

Lieu : Montréal, Québec

N° de minute : 341

Nom du notaire : Me Shalini Sangani

Autres mentions :

The Grantor may collect all its debts and accounts receivable forming part of the Hypothecated Property until LAURENTIAN BANK OF CANADA withdraws such authorization by written notice to the Grantor.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

AVIS D'ADRESSE

N° 025536

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 030 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCF Credit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 031 - Détail de l'inscription 1 (de 4)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-0330319-0001	2013-04-25 14:41	2023-04-25
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Wells Fargo Capital Finance Corporation Canada
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Constituant

Spectra Premium Industries Inc.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

Constituant

Les Industries Spectra Premium Inc.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

BIENS

The following property of the Grantor, wherever situate, and all renewals thereof, accretions thereto, replacements thereof and substitutions therefor, as well as everything united thereto by accession (herein collectively referred to as the "Charged Property"):

- a) the Immovables;
- b) the Rents;
- c) the Leases;
- d) the Claims;
- e) the Documents of Title;
- f) the Proceeds;
- g) the Records;
- h) the Monies;
- i) the Pledged Collateral;
- j) the Insurance;
- k) the Intangible Property;
- l) the Inventory;
- m) the Equipment;
- n) the Related Property; and
- o) as a universality, all other corporeal and incorporeal movable and immovable property, assets, rights and undertakings of any nature and kind, now owned or hereafter acquired by the Grantor.

DEFINITIONS:

"Attorney" means Wells Fargo Capital Finance Corporation Canada, appointed under the Deed and in the Credit Agreement as fondé de pouvoir for the Bondholders, and herein acting in its capacity as the person holding the power of attorney (fondé de pouvoir) of the Bondholders as contemplated by Article 2692 of the Civil Code of Québec and shall include its successors and assigns appointed pursuant to the provisions of the Deed and under the Credit Agreement;

"Bondholder" or "Holder", means any person entered as a holder of Bonds

in the register maintained for that purpose by the Attorney ;

"Bonds" means the bonds which have been or may be issued under the Deed and which are outstanding from time to time;

"Claims" means, collectively, all accounts receivable, book accounts, book debts, debts, claims, rentals, revenues, incomes, royalties, loans receivable, demands, rebates and refunds (including, without limitation, the amounts owing by or claimable from the crown, state or government or any departments, agents or agencies thereof) which now are or which may at any time hereafter be due or owing to or owned by the Grantor or in which the Grantor now or hereafter has any other interest and all security interests, hypothecs, assignments, guarantees, bills of exchange, notes, negotiable instruments, contracts, invoices, books of account, letters of credit and other documents and rights now held or owned or which may be hereafter held or owned by the Grantor or any third party on behalf of the Grantor in respect of any of the foregoing and all rights of an unpaid vendor, including rights to merchandise returned, repossessed or recovered;

"Control" has the meaning ascribed to it under the STA;

"Credit Agreement" means the credit agreement dated as of on or about the date of the Deed, by and among the lenders identified on the signature pages of the Deed, Wells Fargo Capital Finance Corporation Canada, as administrative agent for each member of the Lender Group and the Bank Product Providers, Les Industries Spectra Premium Inc./Spectra Premium Industries Inc., a Canadian corporation, and Spectra Premium (USA) Corp., a Delaware corporation, as borrowers, and Spectra Premium Holding (USA) Corp. and Spectra Premium Properties (USA) Corp., as guarantors, and any and all modifications, extensions, replacements, amendments, renewals, supplements, restatements and continuations thereof;

"Creditors" means, collectively, any person which is or becomes a Lender (as defined in the Credit Agreement);

"Deed" means the deed of hypothec entered into between the Grantor and the Attorney and referred to herein under the heading "Référence à l'acte constitutif";

"Documents of Title" means, collectively, all documents of title, whether negotiable or non-negotiable including, without limitation, all warehouse receipts and bills of lading in which the Grantor now or hereafter has an interest;

"Equipment" means, collectively, all machinery, equipment, furniture, fixtures, materials, supplies, appliances, dyes, molds, tanks, vehicles, furnaces, boilers, motors, engines, accessories and tools now owned or hereafter acquired by the Grantor, whether or not the same be affixed to any immovable property or used upon or in connection therewith, together with all present and future improvements, appurtenances and accessories thereto;

"Grantor" means Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.;

"Immovables" means, collectively, all immovable properties of the Grantor now owned or hereafter acquired including, but not limited to, the immovable properties described in the First Schedule to the Deed, as reproduce herein, and any other property which becomes immovable by effect of law;

"Insurance" means, collectively, all insurance policies relating directly or indirectly to any of the Charged Property or any part thereof and all rights and claims under all policies of insurance of whatever nature including, without limitation, under life insurance policies and under insurance against loss or damage;

"Intangible Property" means, collectively, all incorporeal property now owned or hereafter acquired by the Grantor or its interest therein, including, without limitation, any property described in the Second Schedule of the Deed, as reproduced herein, under the heading "Scheduled Intellectual Property" and all intellectual property, patents and patents pending, registered and unregistered trade-marks, trade or brand names, trade styles, service marks, copyrights, industrial designs, formulae, processes, trade secrets, goodwill, contractual rights, licences and permits;

"Inventory" means, collectively, all property in stock and inventory now owned and hereafter acquired by the Grantor including, without limitation, all raw materials, goods in process, finished goods, goods in transit and all packaging and shipping materials and all materials and merchandise procured for the manufacture or production thereof and all goods, wares and merchandise held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor;

"Leases" means, collectively, all present and future leases, offers to lease, sub-leases and other agreements relating to the occupancy, use or enjoyment of the whole or any portion of the Immovables and "Lease" means any one of them;

"Monies" means, collectively, all monies, cash, foreign currencies and credits in which the Grantor now or hereafter has an interest;

"Pledged Collateral" means, collectively, the Securities, the Security Entitlements, the Securities Accounts, future contracts and future accounts of the Grantor, whether or not delivered to or subject to Control of the Creditors;

"Proceeds" means, collectively, all property in any form derived directly or indirectly from any dealings with any of the Charged Property;

"Records" means, collectively, all computer programs, firmware and software and all computer and other records, data and all access codes relating to any of the foregoing, whether in hard copy or otherwise, pertaining to any of the Charged Property and the equipment containing same;

"Related Property" means the following: (a) any indemnity or proceeds of expropriation or reimbursement of all taxes, rates, assessments, levies, surtaxes and any other impositions, ordinary and extraordinary, which may be assessed on or payable in respect of any of the Charged Property as well as any and all interest thereon and penalties imposed in respect thereof now or hereafter payable; and (b) any present and future rights whatsoever attached to the Charged Property, as well as all present and future fruits and revenues thereof;

"Rents" means any and all present and future rents, income, revenues and/or any other amounts produced by or in respect of the Immovables including, for greater certainty, any and all amounts owing and to become owing by any lessee or other person under any Lease as well as all present and future claims and security therefor and rights to collect and receive same;

"Securities" means, collectively, all shares, stocks, warrants, bonds, debentures, units, debenture stock, including, without limitation, those described in the Second Schedule to the Deed, as reproduced herein, and other securities, Security Entitlements and Securities Accounts in which the Grantor now or hereafter has an interest, including Special Equity Interests and Securities as defined under the STA, as well as any and all certificates, options, rights, or other distributions issued as an addition to, in substitution for, in exchange for or in renewal therefor and any and all other property that may at any time be received or receivable by or otherwise distributed to the Grantor in respect of, or in substitution for, or in addition to, or in exchange for any of the foregoing including, without limitation, all other or additional stock or other securities or property (including cash) paid or distributed in respect of the shares by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar arrangement; and any and all cash, securities and other proceeds of the foregoing and all rights and interests of the Grantor in respect thereof or evidenced thereby;

"Securities Account" has the meaning ascribed to it under the STA;

"Security Entitlement" has the meaning ascribed to it under the STA;

"Special Equity Interests" means an interest in a partnership or a limited liability company; and

"STA" means an Act respecting the transfer of securities and the establishment of security entitlements, R.S.Q. c. T-11.002 as amended from time to time.

The following is a reproduction of the First and Second Schedules to the Deed:

First Schedule to the Deed:

DESCRIPTION OF IMMOVABLES

The Immovables is/are the following :

NIL

Second Schedule to the Deed:

I- Securities

Issuer	Number and type of shares	Certificate number
Spectra Premium Holding (USA) Corp.	500 common	1

II - Scheduled Intellectual Property

(i) Trade-Marks

Country	Trademark	Registration No.	Date of Registration
US	Spectra Premium	None (Serial No. 78861977)	None (Filing Date: April 14, 2006)
US	Certicoool & Design	2865499	July 20, 2004
Canada	SPI & Design	TMA 644886	July 25, 2005

Canada Spectra Premium TMA 669324 August 7, 2006

Canada Certicool & Design TMA 608153 April 21, 2004

(ii) Copyrights

NIL

(iii) Patents

U.S. Patent Application #12/325 051 filed November 28, 2008 re: "Fuel tank shell with structural support".

Patent application filed in Canada on November 28, 2008 (see US Patent application details).

MENTIONS

Somme de l'hypothèque

\$108,000,000 with interest thereon at 25% per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou autres titres d'emprunt

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2013-04-25

Lieu : Montréal

N° de minute : 2034

Nom du notaire : COLLINS, Steve

Autres mentions :

The Attorney authorizes the Grantor to collect the Claims and the Rents as they fall due, in accordance with the provisions of the Deed.

REMARQUES

INSCRIPTION

13-0349426-0001

CESSION DE RANG

16-0185078-0001

CESSION DE RANG

DATE-HEURE-MINUTE

2013-05-01 09:00

2016-03-04 12:46

AVIS D'ADRESSE

N° 037681

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 031 - Détail de l'inscription 2 (de 4)

INSCRIPTION	DATE-HEURE-MINUTE
16-0185078-0001	2016-03-04 12:46
CESSION DE RANG	

PARTIES

Cessionnaire

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

LAURENTIAN BANK OF CANADA
1981 McGill College Aveue, Suite 1500, Montreal, Quebec H3A 3K3

Cédant

BUSINESS DEVELOPMENT BANK OF CANADA
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Cédant

BDC CAPITAL INC.
1570 Ampère Street, Suite 300, Boucherville, Quebec J4N 7L4

Constituant

SPECTRA PREMIUM INDUSTRIES INC.
1421 Ampère Street, Boucherville, Quebec J4B 4Z5

Constituant

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 Ampère Street, Boucherville, Quebec J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0429173-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0434585-0002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0003	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION
15-0474742-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0499806-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
15-0261491-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2015-06-03

Lieu : Montreal, Quebec

Autres mentions :

1. Each of BLC, BDC and BDCC agrees that, notwithstanding the date or dates of its registration or perfection, the WFCF Security shall rank in priority to the BLC Security, the BDC Security and the BDCC Security with respect to the "WFCF Priority Collateral".

(a) the universality of all present and future accounts, claims, accounts receivable, receivables, book debts and any other form of monetary obligation (including without limitation cash in bank accounts, GST or QST refunds) owing to a WFCFCredit Party, including any right of a WFCF Credit Party to payment for goods sold or leased or for services rendered, whether or not earned by performance;

(b) the universality of all present and future inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the business of a WFCF Credit Party, wherever located and including all goods which are raw materials, work in process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof; and

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

but excluding claims, receivables and proceeds from the sale, lease, rental, disposition, expropriation or other dealing with any other Collateral.

WFCF Credit Party shall have the meaning ascribed to such term in the Amended and Restated Intercreditor Agreement dated as of June 3, 2015.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

18-0115262-0001	2018-02-07 12:32	Radiation quant à	14-0434585-0002
18-0115262-0001	2018-02-07 12:32	Radiation quant à	15-0474742-0001
19-0826838-0001	2019-07-25 11:00	Radiation quant à	14-0434585-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 031 - Détail de l'inscription 3 (de 4)

INSCRIPTION	DATE-HEURE-MINUTE
13-0354732-0001	2013-05-02 10:22
MODIFICATION D'UN DROIT PUBLIÉ	

PARTIES

Cessionnaire

Wells Fargo Capital Finance Corporation Canada	
40 King Street West, Suite 2500, Toronto, Ontario	M5H 3Y2

Cédant

GE Canada Equipment Financing G.P.	
1250 René-Lévesque boulevard West, Suite 1100, Montreal, Quebec	H3B 4W8

Cédant

Financement d'Équipement GE Canada S.E.N.C.	
1250 René-Lévesque boulevard West, Suite 1100, Montreal, Quebec	H3B 4W8

Cédant

GE Capital Canada Equipment Financing & Leasing Company	
1959 Upper Water Street, Suite 900, Halifax, Nova Scotia	B3J 3N2

Constituant

Spectra Premium Industries Inc.	
1421 Ampere Street, Boucherville, Quebec	J4B 5Z5

Constituant

Les Industries Spectra Premium Inc.	
1421 Ampere Street, Boucherville, Quebec	J4B 5Z5

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0349426-0001	CESSION DE RANG

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2013-04-30

Autres mentions :

This modification is to correct the definition of "Constituant" in the description of assets appearing under the heading "BIENS" in registration 13-0349426-0001. It should read as follows:

"Constituant" means Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 031 - Détail de l'inscription 4 (de 4)

INSCRIPTION	DATE-HEURE-MINUTE
13-0349426-0001	2013-05-01 09:00
CESSION DE RANG	

PARTIES

Cessionnaire

Wells Fargo Capital Finance Corporation Canada
40 King Street West, Suite 2500, Toronto, Ontario M5H 3Y2

Cédant

GE Canada Equipment Financing G.P.
1250 René-Lévesque boulevard West, Suite 1100, Montreal, Quebec H3B 4W8

Cédant

Financement d'Équipement GE Canada S.E.N.C.
1250 René-Lévesque boulevard West, Suite 1100, Montreal, Quebec H3B 4W8

Cédant

GE Capital Canada Equipment Financing & Leasing Company
1959 Upper Water Street, Suite 900, Halifax, Nova Scotia B3J 3N2

Constituant

Spectra Premium Industries Inc.
1421 Ampere Street, Boucherville, Quebec J4B 5Z5

Constituant

Les Industries Spectra Premium Inc.
1421 Ampere Street, Boucherville, Quebec J4B 5Z5

BIENS

The following property, assets and undertakings of the
Constituant(collectively, the "WFCF Priority Collateral"):

(a) the universality of all present and future accounts, claims,
accounts receivable, receivables, book debts and any other form of
monetary obligation (including without limitation cash in bank
accounts, GST or QST refunds) owing to a GE Secured Party, including
any right of a GE Secured Party to payment for goods sold or leased or
for services rendered, whether or not earned by performance
(collectively, the "Claims");

(b) the universality of all present and future inventory and any other
goods which are held for sale or lease or are to be furnished under
contracts of service or consumed in a GE Secured Party's business,
wherever located and including all goods which are raw materials, work
in process or finished goods, all goods which are returned or
repossessed goods, and all materials and supplies of every kind and
nature used or usable in connection with the acquisition, manufacture,
processing, supply, servicing, storing, packing, shipping, advertising,
selling, leasing or furnishing of the foregoing, and any constituents
or ingredients thereof (the "Inventory");

(c) all rights and proceeds of any of the foregoing including insurance and other amounts payable as indemnity or compensation for loss or damage to such property;

provided that WFCF Priority Collateral excludes all Claims and proceeds which relate to the sale, lease, rental, disposition, expropriation or other dealing with the property of the GE Secured Parties other than Inventory, including insurance and other amounts payable as indemnity or compensation for loss or damage to such property.

DEFINITIONS:

"Constituant" means Premium Industries Inc. / Les Industries Spectra Premium Inc.;

"GE Secured Party" means each of Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc., Spectra Premium (USA) Corp. and Spectra Premium Properties (USA) Corp.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-0330319-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
06-0736320-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
07-0641979-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0067062-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0452038-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0887588-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
11-0582947-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0184327-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
12-0924898-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0415431-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2013-04-30
Lieu : Montreal

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
13-0354732-0001	2013-05-02 10:22

MODIFICATION D'UN DROIT PUBLIÉ

Inscriptions de radiation - Quant à l'inscription visée

14-0667954-0001	2014-07-23 09:00	Radiation quant à	07-0641979-0001
14-0667955-0001	2014-07-23 09:00	Radiation quant à	12-0924898-0001
14-0667957-0001	2014-07-23 09:00	Radiation quant à	10-0415431-0001
14-0667958-0001	2014-07-23 09:00	Radiation quant à	10-0067062-0001
14-0668012-0001	2014-07-23 09:00	Radiation quant à	12-0184327-0001
14-0668013-0001	2014-07-23 09:00	Radiation quant à	11-0582947-0001
14-0677023-0001	2014-07-24 09:59	Radiation quant à	10-0452038-0001
14-0677024-0001	2014-07-24 10:00	Radiation quant à	10-0887588-0001
14-0677025-0001	2014-07-24 10:00	Radiation quant à	06-0736320-0001

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 032 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0693649-0001	2011-09-09 12:31	2021-09-03
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Mitsui & Co. (Canada) Ltd.

20, Adelaide St. East, Suite 1400, Toronto, Ontario

M5C 2T6

Constituant

Spectra Premium Industries Inc.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

Constituant

Les Industries Spectra Premium Inc.

1421, rue Ampère, Boucherville, Québec

J4B 5Z5

BIENS

The universality consisting of all the right, title and interest of the Grantor (Constituant) from time to time in and to all present and future inventory supplied by the Creditor (Titulaire) pursuant to a Sales on Consignment Agreement dated August 9, 2011 between the Grantor (Constituant) and the Creditor (Titulaire), as same may be revised, altered, modified, amended, extended, renewed, restated, replaced or substituted from time to time.

MENTIONS

Somme de l'hypothèque

\$3,000,000 with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-08-24

Lieu : Toronto, Ontario and Boucherville, Québec

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 033 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
11-0582993-0001	2011-08-01 11:52

Assignment of a hypothecary claim

PARTIES

Assignor

GE CANADA EQUIPMENT FINANCING G.P.

1250, Boul. René-Lévesque Ouest, Bureau 1100, Montréal, Québec H3B 4W8

Assignee

GE Capital Canada Equipment Financing & Leasing Company

1250 René-Lévesque West, Suite 1100, Montreal, Quebec H3B 4W8

Grantor

SPECTRA PREMIUM INDUSTRIES INC.

1421 Ampere, Boucherville, Quebec J4B 5Z5

Grantor

LES INDUSTRIES SPECTRA PREMIUM INC.

1421 Ampere, Boucherville, Quebec J4B 5Z5

BIENS

GE Canada Equipment Financing G.P. assigns to GE Capital Canada Equipment Financing & Leasing Company all of its rights under the conventional hypothecs without delivery registered under numbers 10-0452038-0001, 06-0736320-0001 and 10-0887588-0001.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
10-0452038-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
06-0736320-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0887588-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-07-27

Lieu : Montréal, Québec

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

14-0677023-0001	2014-07-24 09:59	Radiation quant à	10-0452038-0001
14-0677024-0001	2014-07-24 10:00	Radiation quant à	10-0887588-0001
14-0677025-0001	2014-07-24 10:00	Radiation quant à	06-0736320-0001

AVIS D'ADRESSE

N° 044263

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 034 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0446524-0002	2011-06-15 09:03	2021-05-17
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Crédit-bailleur

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1

Crédit-preneur

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

Crédit-preneur

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE BOUCHERVILLE QC J4B 5Z5

BIENS

MASTER LEASE. ANY AND ALL EQUIPMENT, TANGIBLE AND INTANGIBLE, LEASED
PURSUANT TO SCHEDULES UNDER MASTER LEASE AGREEMENT NO.4321839288 AND
ANY PROCEEDS THEREFROM.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2011-05-17
Lieu : QUEBEC / ONTARIO

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-1261720-0002	2017-01-03 09:00
MODIFICATION D'UN DROIT PUBLIÉ	

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 034 - Détail de l'inscription 2 (de 2)

INSCRIPTION **DATE-HEURE-MINUTE**

16-1261720-0002 2017-01-03 09:00

MODIFICATION D'UN DROIT PUBLIÉ

PARTIES

CREDIT-BAILLEUR

HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
5150 SPECTRUM WAY,MISSISSAUGA,ON

L4W 5G1

CREDIT-BAILLEUR

COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA
5150 SPECTRUM WAY,MISSISSAUGA,ON

L4W 5G1

CREDIT-PRENEUR

SPECTRA PREMIUM INDUSTRIES INC.
1421 RUE AMPERE,BOUCHERVILLE,QC

J4B 5Z5

CREDIT-PRENEUR

LES INDUSTRIES SPECTRA PREMIUM INC.
1421 RUE AMPERE,BOUCHERVILLE,QC

J4B 5Z5

BIENS

THE UNIVERSALITY OF ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
11-0446524-0002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

TO CHANGE THE GENERAL COLLATERAL DESCRIPTION

Date, heure, minute de certification : **2020-05-07 10:29**

Critère de recherche Nom d'organisme : Spectra Premium Industries inc.

Critère de sélection Nom d'organisme : SPECTRA PREMIUM INDU... Code Postal : J4B5Z5

Fiche 035 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
07-0070748-0001	2007-02-09 14:29
CHANGEMENT DE NOM	

PARTIES

Nouveau nom

SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPÈRE, BOUCHERVILLE, QUÉBEC	J4B 5Z5
--	---------

Nouveau nom

LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPÈRE, BOUCHERVILLE, QUÉBEC	J4B 5Z5
--	---------

Ancien nom

SPECTRA/PREMIUM INDUSTRIES INC. 1421 AMPÈRE, BOUCHERVILLE, QUÉBEC	J4B 5Z5
--	---------

Ancien nom

LES INDUSTRIES SPECTRA/PREMIUM INC. 1421 AMPÈRE, BOUCHERVILLE, QUÉBEC	J4B 5Z5
--	---------

Ancien nom

6651399 CANADA INC 1421 AMPÈRE, BOUCHERVILLE, QUÉBEC	J4B 5Z5
---	---------

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
07-0005361-0004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
07-0005361-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : CERTIFICATE OF AMALGAMATION
Date : 2007-01-10
Lieu : MONTRÉAL, QUÉBEC

Autres mentions :

SPECTRA/PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA/PREMIUM INC.
AMALGAMATED WITH 6651399 CANADA INC. TO FORM AND BECOME SPECTRA PREMIUM
INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC.

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée
13-0413297-0001 2013-05-17 14:38 Radiation quant à 07-0005361-0001
13-0413297-0001 2013-05-17 14:38 Radiation quant à 07-0005361-0004

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM (USA) CORP

JURISDICTION: SECRETARY OF STATE – DELAWARE

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	4/03/2020	11 ACTIVE FILINGS
Federal Tax Liens	4/03/2020	NO RECORD
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED CERTIFIED LISTING

Delaware

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The First State

CERTIFICATE

SEARCHED APRIL 8, 2020 AT 5:27 P.M.
FOR DEBTOR, SPECTRA PREMIUM (USA) CORP

1 OF 11

FINANCING STATEMENT

20113482968

DEBTOR: EXPIRATION DATE: 09/12/2021
SPECTRA PREMIUM (USA) CORP.

1421 AMPERE

ADDED 09-12-11

BOUCHERVILLE, QC CA j4b5z5

SECURED: BANK OF AMERICA N.A.

100 N. TRYON ST.

ADDED 09-12-11

CHARLOTTE, NC US 28255

F I L I N G H I S T O R Y

20113482968 FILED 09-12-11 AT 10:13 A.M. FINANCING STATEMENT

20164951222 FILED 08-15-16 AT 5:50 P.M. CONTINUATION

2 OF 11

FINANCING STATEMENT

20123203207

DEBTOR: EXPIRATION DATE: 08/17/2022
SPECTRA PREMIUM (USA) CORP.

8774 S STATE ROAD 109

ADDED 08-17-12




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

KNIGHTSTOWN, IN US 46148

SECURED: RAYMOND LEASING CORPORATION

**CORPORATE HEADQUARTERS P.O. BOX
130**

GREENE, NY US 13778

ADDED 08-17-12

F I L I N G H I S T O R Y

20123203207 FILED 08-17-12 AT 3:24 P.M. FINANCING STATEMENT

20174973654 FILED 07-27-17 AT 11:03 A.M. CONTINUATION

3 OF 11 FINANCING STATEMENT

20131584698

**DEBTOR: EXPIRATION DATE: 04/25/2023
SPECTRA PREMIUM (USA) CORP.**

8774 SOUTH STATE ROAD 109 ADDED 04-25-13

KNIGHTSTOWN, IN US 46148

**SECURED: WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, AS
AGENT**

40 KING STREET WEST, ADDED 04-25-13

SUITE 2500

TORONTO, ON, CANADA, CA M5H3Y2




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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SECURED: **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, AS
AGENT**

40 KING STREET WEST,

ADDED 09-23-15

SUITE 2500

TORONTO, ON, CANADA, CA M5H3Y2

F I L I N G H I S T O R Y

20131584698 FILED 04-25-13 AT 12:55 P.M. FINANCING STATEMENT

20154756648 FILED 09-23-15 AT 10:00 A.M. AMENDMENT

20181983085 FILED 03-23-18 AT 10:18 A.M. CONTINUATION

4 OF 11

FINANCING STATEMENT

20152051430

DEBTOR: **EXPIRATION DATE: 05/13/2025
SPECTRA PREMIUM (USA) CORP.**

3052 NORTH DISTRIBUTION WAY, AXX

ADDED 05-13-15

ESS 70 BUILDING

GREENFIELD, IN US 46140

SECURED: **DEUTSCHE BANK AG, ACTING BY AND THROUGH ITS NEW YORK
BRANCH**




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

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60 WALL STREET

ADDED 05-13-15

NEW YORK, NY US 10005

F I L I N G H I S T O R Y

20152051430 FILED 05-13-15 AT 2:55 P.M. FINANCING STATEMENT

20200834608 FILED 02-04-20 AT 11:01 A.M. CONTINUATION

5 OF 11

FINANCING STATEMENT

20154683420

DEBTOR: EXPIRATION DATE: 09/23/2020
SPECTRA PREMIUM (USA)CORP.

1421 AMPERE STREET

ADDED 09-23-15

BOUCHERVILLE, ON CA J4B5Z5

SECURED: WELLS FARGO BANK NATIONAL ASSOCIATION

301 SOUTH COLLEGE STREET,

ADDED 09-23-15

5TH FLOOR, MAIL CODE D1053-05G7

CHARLOTTE, NC US 28202

F I L I N G H I S T O R Y

20154683420 FILED 09-23-15 AT 10:00 A.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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FINANCING STATEMENT

20165929227

EXPIRATION DATE: 09/27/2021

DEBTOR: SPECTRA PREMIUM (USA) CORP.

8774 SOUTH STATE ROAD 109

ADDED 09-27-16

KNIGHTSTOWN, IN US 46148

SECURED: BRANCH BANKING AND TRUST COMPANY

317 W. HIGH STREET

ADDED 09-27-16

11TH FLOOR

HIGH POINT, NC US 27260

F I L I N G H I S T O R Y

20165929227 FILED 09-27-16 AT 4:40 P.M. FINANCING STATEMENT

7 OF 11

FINANCING STATEMENT

20165929342

EXPIRATION DATE: 09/27/2021

DEBTOR: SPECTRA PREMIUM (USA) CORP.

8774 SOUTH STATE ROAD 109

ADDED 09-27-16

KNIGHTSTOWN, IN US 46148




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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SECURED: **BRANCH BANKING AND TRUST COMPANY**

317 W. HIGH STREET

ADDED 09-27-16

11TH FLOOR

HIGH POINT, NC US 27260

F I L I N G H I S T O R Y

20165929342 FILED 09-27-16 AT 4:43 P.M. FINANCING STATEMENT

8 OF 11 FINANCING STATEMENT

20172431440

DEBTOR: **EXPIRATION DATE: 04/13/2022**
SPECTRA PREMIUM (USA) CORP.

2220 ALMOND AVE

ADDED 04-13-17

REDLANDS, CA US 92373

SECURED: **WELLS FARGO BANK, N.A.**

300 TRI-STATE INTERNATIONAL STE 400

ADDED 04-13-17

LINCOLNSHIRE, IL US 60069

F I L I N G H I S T O R Y

20172431440 FILED 04-13-17 AT 4:16 P.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

9 OF 11

FINANCING STATEMENT

20192704281

EXPIRATION DATE: 04/18/2024

DEBTOR: SPECTRA PREMIUM (USA) CORP.

3052 NORTH DISTRIBUTION WAY

ADDED 04-18-19

GREENFIELD, IN US 46140

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

P.O. BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 04-18-19

SPRINGFIELD, IL US 62708

SECURED: VFI KR SPE I LLC

2800 EAST COTTONWOOD PARKWAY, 2ND
FLOOR

ADDED 08-09-19

SALT LAKE CITY, UT US 84121

F I L I N G H I S T O R Y

20192704281 FILED 04-18-19 AT 2:04 P.M. FINANCING STATEMENT

20195551010 FILED 08-09-19 AT 6:52 P.M. FULL ASSIGNMENT

10 OF 11

FINANCING STATEMENT

20195425736

EXPIRATION DATE: 08/06/2024




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

DEBTOR: SPECTRA PREMIUM (USA) CORP.

AXXESS 70, BUILDING 2, 3052

ADDED 08-06-19

NORTH DISTRIBUTION WAY

GREENFIELD, IN US 46140

SECURED: LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT

1360, RENE-LEVESQUE BLVD. WEST, SUITE 600 ADDED 08-06-19

MONTREAL, QC CA H3G0E5

F I L I N G H I S T O R Y

20195425736 FILED 08-06-19 AT 11:08 A.M. FINANCING STATEMENT

11 OF 11

FINANCING STATEMENT

20195551028

EXPIRATION DATE: 08/09/2024

DEBTOR: SPECTRA PREMIUM (USA) CORP.

3052 NORTH DISTRIBUTION WAY

ADDED 08-09-19

GREENFIELD, IN US 46140

SECURED: VFI KR SPE I LLC

2800 EAST COTTONWOOD PARKWAY, 2ND

ADDED 08-09-19




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11

SR# 20202693737

Authentication: 202738212

Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

FLOOR

SALT LAKE CITY, UT US 84121

F I L I N G H I S T O R Y

20195551028 FILED 08-09-19 AT 6:52 P.M. FINANCING STATEMENT

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, SPECTRA PREMIUM (USA) CORP AS OF APRIL 3, 2020 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM (USA) CORP

JURISDICTION: SECRETARY OF STATE - INDIANA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	3/31/2020	NO RECORD
Federal Tax Liens	N/A	FILED AT LOCAL LEVEL
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED LISTING

SIMILAR NAME(S) FOUND:

1. SPECTRA PREMIUM PROPERTIES (USA) CORP.

UCC Search Report

Type of Search	UCCs
Jurisdiction/Filing Office	State of Indiana, Secretary of State Uniform Commercial Code Division
Indexed Through	Mar. 31, 2020
Subject Search Name	SPECTRA PREMIUM (USA) CORP
Search Key Entered	SPECTRA PREMIUM

Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of Indiana, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the Indiana Secretary of State.

Clear, no matches were found for the search key as detailed above.
Similar name(s) found. Please refer to attached listing.

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- END OF REPORT -----

Report Parameters

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM (USA) CORP

JURISDICTION: RECORDER OF DEEDS – DISTRICT OF COLUMBIA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	4/06/2020	NO RECORD
Federal Tax Liens	4/06/2020	NO RECORD
State Tax Liens	4/06/2020	NO RECORD
Abstract of Judgment Liens	4/06/2020	NO RECORD

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM INDUSTRIES INC.

JURISDICTION: SECRETARY OF STATE – DELAWARE

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	4/03/2020	NO RECORD
Federal Tax Liens	4/03/2020	NO RECORD
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED CERTIFIED LISTING

Delaware

Page 1

The First State

CERTIFICATE

**SEARCHED APRIL 8, 2020 AT 5:28 P.M.
FOR DEBTOR, SPECTRA PREMIUM INDUSTRIES INC.**

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THERE ARE NO PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS OR UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, SPECTRA PREMIUM INDUSTRIES INC. AS OF APRIL 3, 2020 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20204678111-UCC11
SR# 20202693867

Authentication: 202738226
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM INDUSTRIES INC.

JURISDICTION: SECRETARY OF STATE - INDIANA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	3/31/2020	NO RECORD
Federal Tax Liens	N/A	FILED AT LOCAL LEVEL
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED LISTING

SIMILAR NAME(S) FOUND:

1. SPECTRA PREMIUM PROPERTIES (USA) CORP.

UCC Search Report

Type of Search	UCCs
Jurisdiction/Filing Office	State of Indiana, Secretary of State Uniform Commercial Code Division
Indexed Through	Mar. 31, 2020
Subject Search Name	SPECTRA PREMIUM INDUSTRIES INC.
Search Key Entered	SPECTRA PREMIUM

Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of Indiana, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the Indiana Secretary of State.

Clear, no matches were found for the search key as detailed above.
Similar name(s) found. Please refer to attached listing.

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- END OF REPORT -----

Report Parameters

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM INDUSTRIES INC.

JURISDICTION: RECORDER OF DEEDS – DISTRICT OF COLUMBIA

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	4/06/2020	4 ACTIVE FILINGS
Federal Tax Liens	4/06/2020	NO RECORD
State Tax Liens	4/06/2020	NO RECORD
Abstract of Judgment Liens	4/06/2020	NO RECORD

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED LISTING

TYPE	FILE DATE	FILE #	DEBTOR (as found)	SECURED PARTY
UCC-1 Initial	12/14/2010	2010110708	SPECTRA PREMIUM INDUSTRIES INC	CITIBANK N.A.
Continuation	9/30/2015	2015099598	SPECTRA PREMIUM INDUSTRIES INC	CITIBANK N.A.
UCC-1 Initial	4/25/2013	2013048702	SPECTRA PREMIUM INDUSTRIES INC	WELLS FARGO CAPITAL FINANCE CORPORATION
Continuation	3/23/2018	2018029518	SPECTRA PREMIUM INDUSTRIES INC	WELLS FARGO CAPITAL FINANCE CORPORATION
Continuation	4/18/2018	2018038331	SPECTRA PREMIUM INDUSTRIES INC	WELLS FARGO CAPITAL FINANCE CORPORATION
UCC-1 Initial	5/14/2015	2015047857	SPECTRA PREMIUM INDUSTRIES INC	DEUTSCHE BANK AG
UCC-1 Initial	12/22/2016	2016133450	SPECTRA PREMIUM INDUSTRIES INC	CISCO SYSTEMS CAPITAL CANADA CO

UCC/LIEN SEARCH REPORT

Report Date: April 8, 2020

Project/Client Reference: 313480 / ESC#7215868-2

NAME SEARCHED: SPECTRA PREMIUM (USA) CORP

JURISDICTION: SECRETARY OF STATE – DELAWARE

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code Filings	4/03/2020	11 ACTIVE FILINGS
Federal Tax Liens	4/03/2020	NO RECORD
State Tax Liens	N/A	FILED AT LOCAL LEVEL
Abstract of Judgment Liens	N/A	FILED AT LOCAL LEVEL

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

PLEASE SEE ATTACHED CERTIFIED LISTING

Delaware

Page 1

The First State

CERTIFICATE

SEARCHED APRIL 8, 2020 AT 5:27 P.M.
FOR DEBTOR, SPECTRA PREMIUM (USA) CORP

1 OF 11

FINANCING STATEMENT

20113482968

DEBTOR: EXPIRATION DATE: 09/12/2021
SPECTRA PREMIUM (USA) CORP.

1421 AMPERE

ADDED 09-12-11

BOUCHERVILLE, QC CA j4b5z5

SECURED: BANK OF AMERICA N.A.

100 N. TRYON ST.

ADDED 09-12-11

CHARLOTTE, NC US 28255

F I L I N G H I S T O R Y

20113482968 FILED 09-12-11 AT 10:13 A.M. FINANCING STATEMENT

20164951222 FILED 08-15-16 AT 5:50 P.M. CONTINUATION

2 OF 11

FINANCING STATEMENT

20123203207

DEBTOR: EXPIRATION DATE: 08/17/2022
SPECTRA PREMIUM (USA) CORP.

8774 S STATE ROAD 109

ADDED 08-17-12



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 2

The First State

KNIGHTSTOWN, IN US 46148

SECURED: RAYMOND LEASING CORPORATION

**CORPORATE HEADQUARTERS P.O. BOX
130**

GREENE, NY US 13778

ADDED 08-17-12

F I L I N G H I S T O R Y

20123203207 FILED 08-17-12 AT 3:24 P.M. FINANCING STATEMENT

20174973654 FILED 07-27-17 AT 11:03 A.M. CONTINUATION

3 OF 11 FINANCING STATEMENT

20131584698

**DEBTOR: EXPIRATION DATE: 04/25/2023
SPECTRA PREMIUM (USA) CORP.**

8774 SOUTH STATE ROAD 109 ADDED 04-25-13

KNIGHTSTOWN, IN US 46148

**SECURED: WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, AS
AGENT**

40 KING STREET WEST, ADDED 04-25-13

SUITE 2500

TORONTO, ON, CANADA, CA M5H3Y2




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 3

The First State

SECURED: **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, AS
AGENT**

40 KING STREET WEST,

ADDED 09-23-15

SUITE 2500

TORONTO, ON, CANADA, CA M5H3Y2

F I L I N G H I S T O R Y

20131584698 FILED 04-25-13 AT 12:55 P.M. FINANCING STATEMENT

20154756648 FILED 09-23-15 AT 10:00 A.M. AMENDMENT

20181983085 FILED 03-23-18 AT 10:18 A.M. CONTINUATION

4 OF 11

FINANCING STATEMENT

20152051430

DEBTOR: **EXPIRATION DATE: 05/13/2025
SPECTRA PREMIUM (USA) CORP.**

3052 NORTH DISTRIBUTION WAY, AXX

ADDED 05-13-15

ESS 70 BUILDING

GREENFIELD, IN US 46140

SECURED: **DEUTSCHE BANK AG, ACTING BY AND THROUGH ITS NEW YORK
BRANCH**




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 4

The First State

60 WALL STREET

ADDED 05-13-15

NEW YORK, NY US 10005

F I L I N G H I S T O R Y

20152051430 FILED 05-13-15 AT 2:55 P.M. FINANCING STATEMENT

20200834608 FILED 02-04-20 AT 11:01 A.M. CONTINUATION

5 OF 11

FINANCING STATEMENT

20154683420

DEBTOR: EXPIRATION DATE: 09/23/2020
SPECTRA PREMIUM (USA)CORP.

1421 AMPERE STREET

ADDED 09-23-15

BOUCHERVILLE, ON CA J4B5Z5

SECURED: WELLS FARGO BANK NATIONAL ASSOCIATION

301 SOUTH COLLEGE STREET,

ADDED 09-23-15

5TH FLOOR, MAIL CODE D1053-05G7

CHARLOTTE, NC US 28202

F I L I N G H I S T O R Y

20154683420 FILED 09-23-15 AT 10:00 A.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

6 OF 11

FINANCING STATEMENT

20165929227

EXPIRATION DATE: 09/27/2021

DEBTOR: SPECTRA PREMIUM (USA) CORP.

8774 SOUTH STATE ROAD 109

ADDED 09-27-16

KNIGHTSTOWN, IN US 46148

SECURED: BRANCH BANKING AND TRUST COMPANY

317 W. HIGH STREET

ADDED 09-27-16

11TH FLOOR

HIGH POINT, NC US 27260

F I L I N G H I S T O R Y

20165929227 FILED 09-27-16 AT 4:40 P.M. FINANCING STATEMENT

7 OF 11

FINANCING STATEMENT

20165929342

EXPIRATION DATE: 09/27/2021

DEBTOR: SPECTRA PREMIUM (USA) CORP.

8774 SOUTH STATE ROAD 109

ADDED 09-27-16

KNIGHTSTOWN, IN US 46148




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11

SR# 20202693737

Authentication: 202738212

Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 6

SECURED: **BRANCH BANKING AND TRUST COMPANY**

317 W. HIGH STREET

ADDED 09-27-16

11TH FLOOR

HIGH POINT, NC US 27260

F I L I N G H I S T O R Y

20165929342 FILED 09-27-16 AT 4:43 P.M. FINANCING STATEMENT

8 OF 11

FINANCING STATEMENT

20172431440

DEBTOR: **EXPIRATION DATE: 04/13/2022**
SPECTRA PREMIUM (USA) CORP.

2220 ALMOND AVE

ADDED 04-13-17

REDLANDS, CA US 92373

SECURED: **WELLS FARGO BANK, N.A.**

300 TRI-STATE INTERNATIONAL STE 400

ADDED 04-13-17

LINCOLNSHIRE, IL US 60069

F I L I N G H I S T O R Y

20172431440 FILED 04-13-17 AT 4:16 P.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

9 OF 11

FINANCING STATEMENT

20192704281

EXPIRATION DATE: 04/18/2024

DEBTOR: SPECTRA PREMIUM (USA) CORP.

3052 NORTH DISTRIBUTION WAY

ADDED 04-18-19

GREENFIELD, IN US 46140

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

P.O. BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 04-18-19

SPRINGFIELD, IL US 62708

SECURED: VFI KR SPE I LLC

2800 EAST COTTONWOOD PARKWAY, 2ND
FLOOR

ADDED 08-09-19

SALT LAKE CITY, UT US 84121

F I L I N G H I S T O R Y

20192704281 FILED 04-18-19 AT 2:04 P.M. FINANCING STATEMENT

20195551010 FILED 08-09-19 AT 6:52 P.M. FULL ASSIGNMENT

10 OF 11

FINANCING STATEMENT

20195425736

EXPIRATION DATE: 08/06/2024



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 8

The First State

DEBTOR: SPECTRA PREMIUM (USA) CORP.

AXXESS 70, BUILDING 2, 3052

ADDED 08-06-19

NORTH DISTRIBUTION WAY

GREENFIELD, IN US 46140

SECURED: LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT

1360, RENE-LEVESQUE BLVD. WEST, SUITE 600 ADDED 08-06-19

MONTREAL, QC CA H3G0E5

F I L I N G H I S T O R Y

20195425736 FILED 08-06-19 AT 11:08 A.M. FINANCING STATEMENT

11 OF 11

FINANCING STATEMENT

20195551028

EXPIRATION DATE: 08/09/2024

DEBTOR: SPECTRA PREMIUM (USA) CORP.

3052 NORTH DISTRIBUTION WAY

ADDED 08-09-19

GREENFIELD, IN US 46140

SECURED: VFI KR SPE I LLC

2800 EAST COTTONWOOD PARKWAY, 2ND

ADDED 08-09-19




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11

SR# 20202693737

Authentication: 202738212

Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

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The First State

FLOOR

SALT LAKE CITY, UT US 84121

F I L I N G H I S T O R Y

20195551028 FILED 08-09-19 AT 6:52 P.M. FINANCING STATEMENT

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, SPECTRA PREMIUM (USA) CORP AS OF APRIL 3, 2020 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20204677961-UCC11
SR# 20202693737

Authentication: 202738212
Date: 04-08-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Gisella Melendez

8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES

2727 ALLEN PARKWAY

SUITE 1000

HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:13 AM 09/12/2011
INITIAL FILING # 2011 3482968

SRV: 110995166

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

SPECTRA PREMIUM (USA) CORP.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1421 AMPERE

CITY

BOUCHERVILLE

STATE

QC

POSTAL CODE

J4B 5Z5

COUNTRY

CA

1e. TYPE OF ORGANIZATION

CORPORATION

1f. JURISDICTION OF ORGANIZATION

DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

BANK OF AMERICA N.A.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

100 N. TRYON ST.

CITY

CHARLOTTE

STATE

NC

POSTAL CODE

28255

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

Debtor grants to Secured Party a security interest in: 1) All present and futures accounts receivable and other payment obligations due from Pep Boys The-Manny Moe and Jack and its affiliates to Debtor arising out of the provision of goods or services by Debtor to Pep Boys The-Manny Moe and Jack or its affiliates, which accounts receivable and payment obligations are purchased from time to time by Secured Party pursuant to an Accounts Receivable Purchase Agreement (as the same may be amended or restated from time to time), including (A) all obligations to pay associated with the provision of such goods or services and (B) the right to receive all taxes, shipping, interest, penalties and other charges attributable to such payment obligations and (2) with respect to such accounts receivable and payment obligations, all rights of the Debtor, as a third party beneficiary under the Customer Managed Services Agreement between PrimeRevenue, Inc. and Pep Boys The-Manny Moe and Jack or its affiliates and (3) all proceeds of the foregoing

5. ALTERNATIVE DESIGNATION - Seller-Buyer

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

DE-0-29785484-45873760

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 16168 - BANK OF	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	55225876 DEDE
File with: Secretary of State, DE	

Delaware Department of State
U.C.C. Filing Section
Filed: 05:50 PM 08/15/2016
U.C.C. Initial Filing No: 2011 3482968
Amendment No: 20164951222
Service Request No: 20165370440

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

20113482968 9/12/2011 SS DE

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME BANK OF AMERICA N.A.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: SPECTRA PREMIUM (USA) CORP.

55225876

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Gisella Melendez	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:24 PM 08/17/2012
INITIAL FILING # 2012 3203207

SRV: 120948242

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 8774 S STATE ROAD 109		CITY KNIGHTSTOWN	STATE IN	POSTAL CODE 46148	COUNTRY US
1e. TYPE OF ORGANIZATION CORPORATION		1f. JURISDICTION OF ORGANIZATION DE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME RAYMOND LEASING CORPORATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS CORPORATE HEADQUARTERS P.O. BOX 130		CITY GREENE	STATE NY	POSTAL CODE 13778	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

All material handling equipment and associated accessories, including without limitation, lift trucks, pallet trucks, orderpickers, batteries and chargers, in the possession of Debtor or hereafter acquired by Debtor in accordance with Equipment Master Lease Schedule No. 304471 or any Schedule thereunder.

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	☐ All Debtors	☐ Debtor 1	☐ Debtor 2
--	---	--------------------------------------	-----------------------------------	-----------------------------------

8. OPTIONAL FILER REFERENCE DATA

DE-0-34448879-46741750

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) GISELA MELENDEZ 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) EFILING@WOLTERSKLUWER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDAL, CA 91209-9071 US

Delaware Department of State
U.C.C. Filing Section
Filed: 11:03 AM 07/27/2017
U.C.C. Initial Filing No: 2012 3203207
Amendment No: 2017 4973654
Service Request No: 20175441268

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20123203207

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

RAYMOND LEASING CORPORATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
DE-0-59967444-53697279

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:55 PM 04/25/2013
INITIAL FILING # 2013 1584698

SRV: 130481654

A. NAME & PHONE OF CONTACT AT FILER [optional] R.A. Richardson (317) 237-1189	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Faegre Baker Daniels LLP 300 North Meridian Street, Suite 2700 Indianapolis, IN 46204	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Spectra Premium (USA) Corp.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 8774 South State Road 109		CITY Knightstown	STATE IN	POSTAL CODE 46148
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware
				1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Capital Finance Corporation Canada, as Agent				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 40 King Street West, Suite 2500		CITY Toronto	STATE ON	POSTAL CODE M5H 3Y2
COUNTRY CAN				

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtor, whether now owned or hereafter acquired, together with all proceeds and products thereof.

5. ALTERNATIVE DESIGNATION (if applicable):	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		☐ All Debtors ☐ Debtor 1 ☐ Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

Delaware SOS

51975582v1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25121 - WFCF-SUPPLY	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	50196798 DEDE

File with: Secretary of State, DE

Delaware Department of State
U.C.C. Filing Section
Filed: 10:00 AM 09/23/2015
U.C.C. Initial Filing No: 2013 1584698
Amendment No: 20154756648
Service Request No: 20150276897

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20131584698 4/25/2013 SS DE

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S SURNAME
	INDIVIDUAL'S FIRST PERSONAL NAME
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)
	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to all of the "Purchased Receivables" purchased by Purchaser from Seller as set forth and described below.

This partial release shall not affect or release any other assets or Collateral granted to the Secured Party by Debtor.

The "Purchased Receivables" shall mean the following assets and property purchased by Wells Fargo Bank, National Association, a national banking association, as purchaser (together with its successors and assigns, "Purchaser") from SPECTRA PREMIUM (USA) CORP., a Delaware corporation, as seller (together with any successors and assigns, "Seller"), pursuant to the Receivables Purchase Agreement, dated as of June 18, 2015, by and

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Wells Fargo Capital Finance Corporation Canada, as Agent

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Spectra Premium (USA) Corp.
50196798 Spectra Premium (USA) Corp.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

20131584698 4/25/2013 SS DE

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME	
Wells Fargo Capital Finance Corporation Canada, as Agent	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

between Seller and Purchaser (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Receivables Purchase Agreement"):

All present and future accounts owing and payable to Seller by a Buyer arising pursuant to the sale by Seller of goods or services to such Buyer, including without limitation all of the Seller's interests in and to all related invoices, purchase orders or other agreements between Seller and Buyer with respect to such accounts.

As used herein "Buyer" shall mean ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation, ADVANCE AUTO PARTS, INC., CROSSROADS GLOBAL TRADING CORPORATION LIMITED, AUTOPART INTERNATIONAL, INC., BWP DISTRIBUTORS, INC., GENERAL PARTS, INC., and such other affiliates of ADVANCE STORES COMPANY, INCORPORATED as may be identified to Seller as a Buyer from time to time together with its and their successors and assigns.

15. This FINANCING STATEMENT AMENDMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

17. Description of real estate:

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

18. MISCELLANEOUS: 50196798-DE-0 25121 - WFCF-SUPPLY CHAIN C/

Wells Fargo Capital Finance Corporation File with: Secretary of State, DE

Spectra Premium (USA) Corp.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) UCC DIVISION 800-932-9966
B. E-MAIL CONTACT AT FILER (optional) UCCACCOUNTREP.IL@FIRSTAM.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 901 S. 2ND STREET, SUITE 201 SPRINGFIELD, IL 62704 US

Delaware Department of State
U.C.C. Filing Section
Filed: 10:18 AM 03/23/2018
U.C.C. Initial Filing No: 2013 1584698
Amendment No: 2018 1983085
Service Request No: 20182140016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20131584698

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
	SUFFIX			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME WELLS FARGO CAPITAL FINANCE CORPORATION CANADA				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

SPD DEBTOR: SPECTRA PREMIUM (USA) CORP.

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Gisella Melendez	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:55 PM 05/13/2015
INITIAL FILING # 2015 2051430

SRV: 150669135

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3052 NORTH DISTRIBUTION WAY, AXS ESS 70 BUILDING		CITY GREENFIELD	STATE IN	POSTAL CODE 46140
		1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE	COUNTRY US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME DEUTSCHE BANK AG, ACTING BY AND THROUGH ITS NEW YORK BRANCH				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 60 WALL STREET		CITY NEW YORK	STATE NY	POSTAL CODE 10005
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers the following types or items of property, in each case whether now owned or hereafter acquired and whether now existing or hereafter arising and regardless of where located: (a) each "account", as defined in Section 9-102 of the New York Uniform Commercial Code as in effect on the date of the Supplier Financing Agreement (including, but not limited to, each "Discounted Claim") on which the account debtor, now or hereafter, is AutoZone Parts, Inc & WORLD PAC, Inc (and/or their affiliates, successors and assigns) which from time to time is sold and assigned or purported to be sold and assigned by Debtor/Seller to Secured Party/Buyer] in accordance with the framework agreement relating to the supplier financing services for the discounting of claims constituted by the Supplier Financing Agreement, dated as of August 18, 2014 as the same may from time to time be amended, supplemented or otherwise modified, between Debtor/Seller and Secured Party/Buyer, and any security, guaranty or other supporting obligation in respect thereof and any instrument, chattel paper or other evidence thereof; (b) all returned goods in respect of any such accounts and (c) all proceeds (including, but not limited to, all "proceeds" as defined in the New York Uniform Commercial Code

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

DE-0-48013778-49910085

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
OR	9a. ORGANIZATION'S NAME		
	SPECTRA PREMIUM (USA) CORP.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

This FINANCING STATEMENT covers the following collateral
as in effect on the date of such Supplier Financing Agreement), products,
rents, issues and profits of, and all distributions and payments in respect of,
any of the foregoing property.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
LIEN SOLUTIONS 800-331-3282

B. E-MAIL CONTACT AT FILER (optional)
UCCFILINGRETURN@WOLTERSKLUWER.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

P.O. BOX 29071
GLENDALE, CA 91209-9071
US

Delaware Department of State

U.C.C. Filing Section

Filed: 11:01 AM 02/04/2020

U.C.C. Initial Filing No: 2015 2051430

Amendment No: 2020 0834608

Service Request No: 20200786465

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20152051430

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

DEUTSCHE BANK AG, ACTING BY AND THROUGH ITS NEW YORK BRANCH

OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

DE-0-73635977-58514612- DEBTOR: SPECTRA PREMIUM (U

International Association of Commercial Administrators

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25121 - WFCF-SUPPLY	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	50196794 DEDE
File with: Secretary of State, DE	

Delaware Department of State
U.C.C. Filing Section
Filed: 10:00 AM 09/23/2015
U.C.C. Initial Filing No: 2015 4683420
Service Request No: 20150276861

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Spectra Premium (USA) Corp.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1421 Ampere Street		CITY Boucherville	STATE QC	POSTAL CODE J4B 5Z5
			COUNTRY CAN	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 301 South College Street, 5th Floor, Mail Code D1053-05G		CITY Charlotte	STATE NC	POSTAL CODE 28202
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All of the "Purchased Receivables" purchased by Purchaser from Supplier as set forth and described below:

The "Purchased Receivables" shall mean the following assets and properties purchased by Wells Fargo Bank, National Association, a national banking association, as purchaser (together with its successors and assigns, "Purchaser") from SPECTRA PREMIUM (USA) CORP., a Delaware corporation, as supplier (together with its successors and assigns, "Supplier"), pursuant to the Receivables Purchase Agreement, dated as of June 18, 2015, by and between Supplier and Purchaser (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Receivables Purchase Agreement"):

1. Accounts owing and payable to Supplier by a Buyer arising out of the sale by Supplier of goods or services to such Buyer, including without limitation, the Related Rights described below ("Receivables");

2. With respect to Receivables, all of the Supplier's interests in and to: (a) all rights, but not any obligations, under all related invoices, purchase orders or other agreements between Supplier and Buyer with respect to such Receivables; (b) all documents, instruments and chattel paper arising pursuant to or otherwise evidencing such Receivables; (c) all returned, repossessed or reclaimed inventory or goods, if any, the sale of which gave rise to any such Receivables, and all rights to reclaim, repossess, and demand return of such inventory or goods; (d) all commercial tort claims or any other claims arising with respect to any such Receivables; (e) all related invoices, purchase orders or other agreements between Supplier and Buyer evidencing such Receivables and such other documents of Supplier reasonably determined by Purchaser to be necessary for the efficient collection of Receivables that

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☒ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

50196794 Spectra Premium (USA) Corp.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Spectra Premium (USA) Corp.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

have not been paid by the due date thereof, including as appropriate, credit memos, ledger cards, bills of lading and other shipping evidence, statements, correspondence, and other data relating to any such Receivables or any Buyer; (f) all funds which are received by Supplier or Purchaser in payment of any amounts owed in connection with any such Receivables and (g) all proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the foregoing (collectively the "Related Rights").

As used herein, the following term shall have the following meaning:

"Buyer" shall mean ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation, ADVANCE AUTO PARTS, INC., CROSSROADS

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS: 50198794-DE-0 25121 - WFCF-SUPPLY CHAIN C/

Wells Fargo Bank, National Association File with: Secretary of State, DE

Spectra Premium (USA) Corp.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Spectra Premium (USA) Corp.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

GLOBAL TRADING CORPORATION LIMITED, AUTOPART INTERNATIONAL, INC., BWP DISTRIBUTORS, INC., GENERAL PARTS, INC., and such other affiliates of ADVANCE STORES COMPANY, INCORPORATED as may be identified to Supplier as a Buyer from time to time, together with its and their successors and assigns.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) GISELLA MELENDEZ 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) EFILING@WOLTERSKLUWER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:40 PM 09/27/2016
U.C.C. Initial Filing No: 2016 5929227

Service Request No: 20165965298

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 8774 SOUTH STATE ROAD 109				
CITY KNIGHTSTOWN	STATE IN	POSTAL CODE 46148	COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS				
CITY	STATE	POSTAL CODE	COUNTRY	

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BRANCH BANKING AND TRUST COMPANY				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 317 W. HIGH STREET, 11TH FLOOR				
CITY HIGH POINT	STATE NC	POSTAL CODE 27260	COUNTRY US	

4. **COLLATERAL:** This financing statement covers the following collateral:

All Accounts (whether now owned or existing or hereafter created or acquired, and wherever located, and including cash and non-cash proceeds thereof, and including general intangibles, supporting obligations, documents and instruments related thereto) that constitute Confirmed Receivables sold by Debtor to Secured Party under that certain Supplier Agreement between Debtor and Secured Party, which Accounts arise out of sales of goods or rendition of services by Debtor to O'Reilly Automotive, Inc. or any of its subsidiaries and are sold, transferred or assigned to Secured Party (for itself or as agent for other purchasers, transferees or assignees) pursuant to the Supplier Agreement. This financing statement relates to a sale of Accounts and is filed as required by the UCC, and Secured Party also claims any and all rights provided to a secured party under Article 9 of the UCC.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

DE-0-55829686-52195590

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) GISELLA MELENDEZ 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) EFILING@WOLTERSKLUWER.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 04:43 PM 09/27/2016
U.C.C. Initial Filing No: 2016 5929342
Service Request No: 20165965377

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 8774 SOUTH STATE ROAD 109		CITY KNIGHTSTOWN	STATE IN	POSTAL CODE 46148
			COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BRANCH BANKING AND TRUST COMPANY				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 317 W. HIGH STREET, 11TH FLOOR		CITY HIGH POINT	STATE NC	POSTAL CODE 27260
			COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:

All Accounts (whether now owned or existing or hereafter created or acquired, and wherever located, and including cash and non-cash proceeds thereof, and including general intangibles, supporting obligations, documents and instruments related thereto) that constitute Confirmed Receivables sold by Debtor to Secured Party under that certain Supplier Agreement between Debtor and Secured Party, which Accounts arise out of sales of goods or rendition of services by Debtor to Advance Stores Company, Inc. or any of its subsidiaries and are sold, transferred or assigned to Secured Party (for itself or as agent for other purchasers, transferees or assignees) pursuant to the Supplier Agreement. This financing statement relates to a sale of Accounts and is filed as required by the UCC, and Secured Party also claims any and all rights provided to a secured party under Article 9 of the UCC.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

DE-0-55829753-52195603

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [129928484] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:16 PM 04/13/2017
U.C.C. Initial Filing No: 2017 2431440
Service Request No: 20172501254

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2220 ALMOND AVE	CITY REDLANDS	STATE CA	POSTAL CODE 92373	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME WELLS FARGO BANK, N.A.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 300 TRI-STATE INTERNATIONAL STE 400	CITY LINCOLNSHIRE	STATE IL	POSTAL CODE 60069	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

The equipment described below and all equipment parts, accessories, substitutions, additions, accessions and replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to said equipment. 1 New 2017 Advance SC6500 x45C Scrubber S/N 1000063722

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [162727028] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 02:04 PM 04/18/2019
U.C.C. Initial Filing No: 2019 2704281
Service Request No: 20192967491

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3052 NORTH DISTRIBUTION WAY	CITY GREENFIELD	STATE IN	POSTAL CODE 46140	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS P.O. BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

Schedule No. 01 THIS IS AN ASSET SPECIFIC FILING, NOT AN ALL ASSET FILING. All of the equipment, software and personal property pursuant to a lease between Lessor and Lessee. The equipment, software and personal property include all additions, alterations, accessions and modifications thereto and replacements of any part thereof, and substitutions therefore, all accessories, and attachments, in whole or in part. Any related software (embedded therein or otherwise), all intangibles and other rights associated with such equipment, including without limitation any licenses to use or own such equipment, any manufacturer's or other warranties with respect to such equipment, all goods, refunds, rebates, remittances, insurance and insurance proceeds, and all rights related thereto, and other property or rights to which the Lessee may be or become entitled by reason of Lessee's interest in the equipment, software or personal property. THIS FILING IS FOR PRECAUTIONARY AND INFORMATIONAL PURPOSES ONLY. THE PARTIES CONSIDER THIS TRANSACTION TO BE A TRUE LEASE. LESSEE HAS NO RIGHT TO SELL OR PLEDGE THE EQUIPMENT AND PERSONAL PROPERTY, IT IS OWNED BY LESSOR AND LEASED TO LESSEE. IN THE EVENT THAT THE LEASE IS DEEMED TO BE A SECURED TRANSACTION, THIS FILING IS INTENDED TO PERFECT THE SECURITY INTEREST GRANTED.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

SPPC001

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [168282006] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 06:52 PM 08/09/2019
U.C.C. Initial Filing No: 2019 2704281
Amendment No: 2019 5551010
Service Request No: 20196448621

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20192704281

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

VFI KR SPE I LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2800 EAST COTTONWOOD PARKWAY, 2ND FLOOR	SALT LAKE CITY	UT	84121	US

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. **OPTIONAL FILER REFERENCE DATA:**

SPPC001 DEBTOR: SPECTRA

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jennifer A. Percy Faegre Baker Daniels LLP 300 North Meridian Street, Suite 2700 Indianapolis, IN 46204

Delaware Department of State
U.C.C. Filing Section
Filed: 11:08 AM 08/06/2019
U.C.C. Initial Filing No: 2019 5425736
Service Request No: 20196357542

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Spectra Premium (USA) Corp.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Axxess 70, Building 2, 3052 North Distribution Way	Greenfield	IN	46140	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Laurentian Bank of Canada, as Collateral Agent				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1360, Rene-Levesque Blvd. West, Suite 600	Montreal	QC	H3G 0E5	CAN

4. COLLATERAL: This financing statement covers the following collateral:

All assets of debtor.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Delaware Secretary of State 978806.1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [168282328] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 06:52 PM 08/09/2019
U.C.C. Initial Filing No: 2019 5551028
Service Request No: 20196448617

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SPECTRA PREMIUM (USA) CORP.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3052 NORTH DISTRIBUTION WAY	CITY GREENFIELD	STATE IN	POSTAL CODE 46140	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME VFI KR SPE I LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2800 EAST COTTONWOOD PARKWAY, 2ND FLOOR	CITY SALT LAKE CITY	STATE UT	POSTAL CODE 84121	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

Any and all goods, chattels, fixtures, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located in which Debtor has any interest and proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

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International Association of Commercial Administrators