

SCHEDULE A

I) CORPORATE INFORMATION

SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC.

Constituted pursuant to the *Canada Business Corporations Act*, on January 10, 2007, following the amalgamation of **Spectra/Premium Industries Inc. / Les Industries Spectra /Premium Inc.** and **6651399 Canada Inc.** The corporation was registered with the Quebec Enterprise Registrar pursuant to an *Act respecting the legal publicity of sole proprietorships, partnerships and legal persons* (Québec) on January 10, 2007 under number 1164166655 and according to the corporate profiles printed on October 14, 2020, it appears to be in good standing.

Spectra/Premium Industries Inc. / Les Industries Spectra /Premium Inc. was constituted pursuant to the *Canada Business Corporations Act*, on February 1, 1993 under the name **2891689 Canada Inc.** (changed pursuant to its Articles of Amendment on March 24, 1993) and was registered with the Quebec Enterprise Registrar pursuant to an *Act respecting the legal publicity of sole proprietorships, partnerships and legal persons* (Québec) on March 22, 1995 under number 1144005106.

6651399 Canada Inc. was constituted pursuant to the *Canada Business Corporations Act*, on November 2, 2006 and was registered with the Quebec Enterprise Registrar pursuant to an *Act respecting the legal publicity of sole proprietorships, partnerships and legal persons* (Québec) on January 9, 2007 under number 1164160427.

The searches conducted at the Quebec Enterprise Registrar showed no records with respect to SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO., LTD., SPECTRA PREMIUM TAIWAN CO. LTD., SPECTRA PREMIUM HOLDING (USA) CORP., SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SYSTEMS CO., LTD., TECHROI FUEL SYSTEMS AB, SPECTRA PREMIUM PROPERTIES (USA) CORP. and SPECTRA PREMIUM (USA) CORP. on October 14, 2020.

Notes: (i) the *Act respecting the legal publicity of enterprises* (Québec) has replaced the *Act respecting the legal publicity of sole proprietorships, partnerships and legal persons* (Québec) on February 14, 2011;
(ii) this information was obtained on the websites of (i) the Quebec Enterprise Registrar, and (ii) Innovation, Science and Economic Development Canada – Corporations Canada database.

NAMES AGAINST WHICH SEARCHES WERE CONDUCTED*:

- **SPECTRA PREMIUM INDUSTRIES INC.**
- **LES INDUSTRIES SPECTRA PREMIUM INC.**
Formerly
- SPECTRA/PREMIUM INDUSTRIES INC.
- LES INDUSTRIES SPECTRA /PREMIUM INC.
- 2891689 CANADA INC.
- 6651399 CANADA INC.
- **SPECTRA PREMIUM HOLDING (USA) CORP.**
- **SPECTRA PREMIUM PROPERTIES (USA) CORP.**
- **SPECTRA PREMIUM (USA) CORP.**
- **SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO., LTD.**
- **SPECTRA PREMIUM TAIWAN CO. LTD.**
- **SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SYSTEMS CO., LTD.**
- **TECHROI FUEL SYSTEMS AB**

II) REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS (THE REGISTER)

PART I - MOVABLE HYPOTHECS AND ASSIGNMENTS ONLY

- **with respect to SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. (and its previous names and predecessors)**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:05 a.m.:

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
1.	Conventional hypothec without delivery 09-0381035-0031 June 25, 2009 Deed executed under private signature	February 6, 2024 <i>as per Renewals below</i>	Holder: Suntrust Bank Grantor: Les Industries Spectra Premium Inc.	\$25,000,000 25% per annum	See below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	All accounts, chattel paper, general intangibles, documents and instruments (as such terms are defined in the <i>Personal Property Security Act</i> (PPSA) in the Province of Quebec of the debtor that arise out of the sale of products and/or services to Autozone, Inc. or any of its subsidiaries and that 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 all proceeds (as such term is defined in the PPSA therefrom, in all cases now existing or hereafter created or acquired, that have been or are so transferred or assigned. this financing statement relates to the sale of such accounts, chattel paper, general intangibles, documents and instruments and is filed in accordance with the PPSA in the Province of Quebec.				
	ANCILLARY REGISTRATIONS:	Renewal registered on February 7, 2014 under number 14-0094328-0001 to postpone the expiry date to February 6, 2019 Renewal registered on November 15, 2018 under number 18-1268681-0046 to postpone the expiry date to February 6, 2024.				
2.	Conventional hypothec without delivery 11-0693649-0001 September 9, 2011 Deed executed under private signature on August 24, 2011	September 3, 2021	Holder: Mitsui & Co. (Canada) Ltd. Grantor: Spectra Premium Industries Inc. / Les Industries	\$3,000,000 25% per annum	The universality consisting of all the right, title and interest of the Grantor from time to time in and to all present and future inventory supplied by the Holder pursuant to a Sales on Consignment Agreement dated August 9, 2011 between the Grantor	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Spectra Premium Inc.		and the Holder as same may be revised, altered, modified, amended, extended, renewed, restated, replaced or substituted from time to time.	
3.	Conventional hypothec without delivery 13-0330319-0001 April 25, 2013 Deed executed on April 25, 2013 before notary Steve Collins (# 2034)	April 25, 2023	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: <i>As per Modification below</i> Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.	\$108,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec) The Holder authorizes the Grantor to collect the Claims and the Rents as they fall due.
	DESCRIPTION OF COLLATERAL (SUMMARY)	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				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
		any nature and kind, now owned or hereafter acquired by the Grantor.				
		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	Certicool & 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).				
	ANCILLARY REGISTRATIONS:	Cession of rank registered on May 1, 2013 under number 13-0349426-0001, as modified on April 30, 2013 under number 13-0354732-0001, by GE Canada Equipment Financing G.P./ Financement d'Équipement GE Canada S.E.N.C. and GE Capital Canada Equipment Financing & Leasing Company in favour of Wells Fargo				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Capital Finance Corporation Canada in respect to the universality of all present and future claims, accounts receivable, inventory and related rights. Cession of rank registered on March 4, 2016 under number 16-0185078-0001, by Laurentian Bank of Canada, Business Development Bank of Canada and BDC Capital Inc. in favour of Wells Fargo Capital Finance Corporation Canada with respect to the claims, accounts receivable and inventory.			
4.	Conventional hypothec without delivery 14-0429173-0001 May 15, 2014 Deed executed on May 15, 2014 before notary Shalini Sangani (# 341)	May 15, 2024	Holder: Laurentian Bank of Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.	\$25,000,000 20% per annum	The universality of all of the property of the Grantor's movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.	The hypothec is granted to secure payment of bonds or other title of indebtedness. 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.
	ANCILLARY REGISTRATIONS:	Cession of rank registered on March 4, 2016 under number 16-0185078-0001, by Laurentian Bank of Canada, Business Development Bank of Canada and BDC Capital Inc. in favour of Wells Fargo Capital Finance Corporation Canada with respect to the claims, accounts receivable and inventory.				
5.	Conventional hypothec with delivery 15-0261491-0003 March 31, 2015 Deed executed under private signature on March 30, 2015	March 30, 2025	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium	\$200,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as administrative agent for the lenders under the credit agreement.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					"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, subleases 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;	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES																														
		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 trademarks, trade or brand names, trade styles, service marks, copyrights, industrial designs, formulae, processes, trade secrets, goodwill, contractual rights, licences and permits; (i) Trade-Marks <table><tr><td>Country</td><td>Trademark</td><td>Registration</td><td>Date of Registration</td><td>Registered Owner</td></tr><tr><td>US</td><td>SPECTRA PREMIUM</td><td>None (Serial no.: 78861977)</td><td>None (Filing date: April 14, 2006</td><td>Spectrum Premium Industries Inc.</td></tr><tr><td>US</td><td>CERTICOOL & DESIGN</td><td>2865499</td><td>July 20, 2004</td><td>Spectrum Premium Industries Inc.</td></tr><tr><td>Canada</td><td>SPI & DESIGN</td><td>TMA 644886</td><td>July 25, 2005</td><td>Spectrum Premium Industries Inc.</td></tr><tr><td>Canada</td><td>SPECTRA PREMIUM</td><td>TMA 669324</td><td>August 7, 2006</td><td>Spectra Premium Industries Inc.</td></tr><tr><td>Canada</td><td>CERTICOOL & DESIGN</td><td>TMA 608,153</td><td>April 21, 2004</td><td>Spectra Premium Industries Inc.</td></tr></table> (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;					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.
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.																																
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	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES						
		"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, spinoff, 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: <table><tr><td>Issuer of shares</td><td>Number and type</td><td>Certificate #</td></tr><tr><td>Spectra Premium Holding (USA) Corp.</td><td>500 common</td><td>1</td></tr></table> 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.					Issuer of shares	Number and type	Certificate #	Spectra Premium Holding (USA) Corp.	500 common	1
Issuer of shares	Number and type	Certificate #										
Spectra Premium Holding (USA) Corp.	500 common	1										
	ANCILLARY REGISTRATIONS:	Cession of rank registered on March 4, 2016 under number 16-0185078-0001, by Laurentian Bank of Canada, Business Development Bank of Canada and BDC Capital Inc. in favour of Wells Fargo Capital Finance Corporation Canada with respect to the claims, accounts receivable and inventory.										
7.	Conventional hypothec without delivery 15-0435611-0001 May 14, 2015	May 14, 2025	Holder: Deutsche Bank AG New York Branch Grantor:	\$20,000.000 25% per annum	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	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						

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	Deed executed under private signature on May 11, 2015		Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.		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. "Buyer" means AutoZone Parts, Inc. or any of its affiliates.	time by the Grantor to the Holder.
	ANCILLARY REGISTRATIONS:	Cession of rank registered on June 5, 2015 under number 15-0522678-0001, by Deutsche Bank AG New York Branch in favour of Laurentian Bank of Canada, save and except with respect to the accounts owing from AutoZone which are purchased by the Assignor from the Grantor pursuant to a Supplier Finance Agreement dated August 18, 2014.				
8.	Assignment of a universality of claims 15-0435611-0004 May 14, 2015 Deed executed under private signature on August 8, 2014		Assignor: Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc. Assignee: Deutsche Bank AG New York Branch	N/A	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.	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
9.	Conventional hypothec without delivery 15-0499806-0001 June 1, 2015 Deed executed on June 1, 2015 before notary Shalini Sangani (# 546)	June 1, 2025	Holder: Laurentian Bank of Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.	\$35,000,000 20% per annum	The universality of all of the property of the Grantor's movable and immovable, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.	The hypothec is granted in favour of a hypothecary representative (Art. 2692 Civil Code of Québec) The Grantor may collect all its debts and accounts receivable forming part of the Hypothecated Property until the Holder withdraws such authorization by written notice to the Grantor.
	ANCILLARY REGISTRATIONS:	Cession of rank registered on June 5, 2015 under number 15-0522678-0001, by Deutsche Bank AG New York Branch in favour of Laurentian Bank of Canada, save and except with respect to the accounts owing from AutoZone which are purchased by the Assignor from the Grantor pursuant to a Supplier Finance Agreement dated August 18, 2014. Cession of rank registered on March 4, 2016 under number 16-0185078-0001, by Laurentian Bank of Canada, Business Development Bank of Canada and BDC Capital Inc. in favour of Wells Fargo Capital Finance Corporation Canada with respect to the claims, accounts receivable and inventory.				
10.	Conventional hypothec without delivery 16-0759786-0045 August 4, 2016 Deed executed under private signature on July 8, 2016	July 8, 2021	Holder: Suntrust Bank Grantor: Spectra Premium Industries, Inc.	\$50,000,000	See below	
	DESCRIPTION OF	The property covered by this financing statement includes:				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	COLLATERAL (SUMMARY)	(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.				
11.	Conventional hypothec without delivery 17-0187608-0001 March 3, 2017 Deed executed under private signature on March 2, 2017	March 1, 2021	Holder: Cisco Systems Capital Canada Co. Grantor: Spectra Premium Industries Inc.	\$131,274.26 25% per annum	The equipment and any proceeds thereof.	REF: (618869 IPA / ONDLL1F53868-1 / 10312572)
12.	Conventional hypothec without delivery 18-0076926-0001 January 26, 2018 Deed executed on January 26, 2018 before notary Charlotte Dangoisse (# 307)	January 26, 2028	Holder: Laurentian Bank of Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.	\$50,000,000 20% per annum	The universality of all of the property of the Grantor's, movable and immovable, personal and real, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.	The hypothec is granted in favour of a hypothecary representative (Art. 2692 Civil Code of Québec) 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.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
13.	Conventional hypothec without delivery 18-0253005-0001 March 19, 2018 Deed executed under private signature on March 16, 2018	March 16, 2023	Holder: Hewlett-Packard Financial Services Canada Company Grantor: Spectra Premium Industries Inc.	\$879,010.78 25% per annum	see below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	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.				
14.	Conventional hypothec without delivery 19-0851626-0001 July 31, 2019 Deed executed on July 31, 2019 before notary Melissa Amar (# 1215)	July 31, 2029	Holder: Laurentian Bank of Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium	\$50,000,000 20% per annum	The universality of all of the property of the Grantor's, movable and immovable, personal and real, corporeal and incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated.	The hypothec is granted in favour of a hypothecary representative (Art. 2692 Civil Code of Québec) The Grantor may collect all its claims, debts and accounts receivable forming part of the

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Inc.			Hypothecated Property until Laurentian Bank of Canada withdraws such authorization by written notice to the Grantor.
15.	Conventional hypothec without delivery 19-1110361-0001 October 2, 2019 Deed executed under private signature on October 1, 2019	October 1, 2029	Holder: Export Development Canada / Exportation et Développement Canada Grantor: Spectra Premium Industries Inc. / Les Industries Spectra Premium Inc.	\$7,320,000 <i>including an additional hypothec of \$1,220,000</i> 25% per annum	All of the Grantor's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated.	The Grantor may collect all of its claims, rents, debts and accounts receivable forming part of the Hypothecated Property until any Event of Default.

➤ **with respect to SPECTRA PREMIUM PROPERTIES (USA) CORP.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 02:35 p.m.:

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
16.	Conventional hypothec without delivery 13-0330319-0004	April 25, 2023	Holder: Wells Fargo Capital Finance	\$108,000,000 25 % per annum	see below	The hypothec is granted to secure payment of bonds or other title of indebtedness.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	April 25, 2013 Deed executed on April 25, 2013 before notary Steven Collins		Corporation Canada Grantor: Spectra Premium Properties (USA) Corp.			The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec) The Holder authorizes the Grantor to collect the Claims and the Rents as they fall due.
	DESCRIPTION OF COLLATERAL (SUMMARY)	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 (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.				

➤ **with respect to SPECTRA PREMIUM HOLDINGS (USA) CORP.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.:

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
17.	Conventional hypothec without delivery 13-0330319-0003 April 25, 2013 Deed executed on April 25, 2013 before notary Steve Collins (# 19)	April 25, 2023	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium Holding (USA) Corp.	\$108,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec) The Holder authorizes the Grantor to collect the Claims and the Rents as they fall due.
	DESCRIPTION OF COLLATERAL (SUMMARY)	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. First Schedule to the Deed: DESCRIPTION OF IMMOVABLES				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES						
		The Immovables is/are the following : NIL Second Schedule to the Deed: I - Securities <table><tr><td>Issuer Spectra Premium Properties (USA) Corp.</td><td>Number and type of shares 500 common</td><td>Certificate number 1</td></tr><tr><td>Spectra Premium (USA) Corp.</td><td>1, 000 common</td><td>3</td></tr></table> II Scheduled Intellectual Property (i) Trade-Marks NIL (ii) Copyrights NIL (iii) Patents NIL					Issuer Spectra Premium Properties (USA) Corp.	Number and type of shares 500 common	Certificate number 1	Spectra Premium (USA) Corp.	1, 000 common	3
Issuer Spectra Premium Properties (USA) Corp.	Number and type of shares 500 common	Certificate number 1										
Spectra Premium (USA) Corp.	1, 000 common	3										
18.	Conventional hypothec with delivery 15-0261491-0002 March 31, 2015 Deed executed under private signature on March 30, 2015	March 30, 2025	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium Holding (USA) Corp.	\$200,000,000 25% per annum	See below	The Holder is acting as administrative agent for the lenders under the credit agreement.						
	DESCRIPTION OF COLLATERAL (SUMMARY)	(a) the shares in the capital stock of the Corporation owned by the Grantor (the "Specific Securities");										

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
		Issuer Spectra Premium Properties (USA) Corp.	Number and Class of Shares 100 Common	Certificate # 1		
		Spectra Premium USA) Corp.	1,000 Common	3		
		(b) all Security Certificates and instruments evidencing or representing the aforementioned Pledged Securities; "Corporation" means, collectively, Spectra Premium Properties (USA) Corp. and Spectra Premium (USA) Corp..				
19.	Conventional hypothec without delivery 15-0261491-0005 March 31, 2015 Deed executed on March 30, 2015 before notary Julia Doan (# 19)	March 20, 2025	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium Holding (USA) Corp.	\$200,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec)
	DESCRIPTION OF COLLATERAL (SUMMARY)	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, subleases 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;				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					"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 nonnegotiable 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 and all intellectual property, patents and patents pending, registered and unregistered trademarks, trade or brand names, trade styles, service marks, copyrights, industrial designs, formulae, processes, trade secrets, goodwill, contractual rights, licences and permits; 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	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES									
						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, spinoff, 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: <table><tr><td>Issuer</td><td>Number and type of shares</td><td>Certificate #</td></tr><tr><td>Spectra Premium Properties (USA) Corp.</td><td>100 Common</td><td>1</td></tr><tr><td>Spectra Premium (USA)Corp.</td><td>1,000 Common</td><td>3</td></tr></table> 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.	Issuer	Number and type of shares	Certificate #	Spectra Premium Properties (USA) Corp.	100 Common	1	Spectra Premium (USA)Corp.	1,000 Common	3
Issuer	Number and type of shares	Certificate #													
Spectra Premium Properties (USA) Corp.	100 Common	1													
Spectra Premium (USA)Corp.	1,000 Common	3													

➤ with respect to SPECTRA PREMIUM (USA) CORP.

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 03:00 p.m.:

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
20.	Conventional hypothec without delivery 13-0330319-0002 April 25, 2013 Deed executed on April 25, 2013 before notary Steve Collins (# 2035)	April 25, 2023	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium (USA) Corp.	\$108,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec) The Holder authorizes the Grantor to collect the Claims and the Rents as they fall due.
	DESCRIPTION OF COLLATERAL (SUMMARY)	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 (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;				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
		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.				
21.	Conventional hypothec without delivery 15-0261491-0001 March 31, 2015 Deed executed on March 30, 2015 before notary Julie Doan (# 20)	March 30, 2025	Holder: Wells Fargo Capital Finance Corporation Canada Grantor: Spectra Premium (USA) Corp.	\$200,000,000 25% per annum	See below	The hypothec is granted to secure payment of bonds or other title of indebtedness. The Holder is acting as hypothecary representative for the bondholders (Art. 2692 Civil Code of Québec)
	DESCRIPTION OF COLLATERAL (SUMMARY)	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 (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, subleases 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				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					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 nonnegotiable 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 and all intellectual property, patents and patents pending, registered and unregistered trademarks, trade or brand names, trade styles, service marks, copyrights, industrial designs, formulae, processes, trade secrets, goodwill, contractual rights, licences and permits;	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					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, spinoff, 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; 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.	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
22.	Conventional hypothec without delivery 15-0435611-0002 May 14, 2015 Deed executed under private signature on May 11, 2015	May 14, 2025	Holder: Deutsche Bank AG New York Branch Grantor: Spectra Premium (USA) Corp.	\$3,000,000 25% per annum	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. "Buyer" means Worldpac, Inc. or any of its affiliates.	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.
23.	Conventional hypothec without delivery 15-0435611-0003 May 14, 2015 Deed executed under private signature on May 11, 2015	May 14, 2025	Holder: Deutsche Bank AG New York Branch Grantor: Spectra Premium (USA) Corp.	\$3,000,000 25% per annum	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.	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

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					"Buyer" means AutoZone Parts, Inc., or any of its affiliates.	
24.	Assignment of a universality of claims 15-0435611-0005 May 14, 2015 Deed executed under private signature on August 18, 2014		Assignor: Spectra Premium (USA) Corp. Assignee: Deutsche Bank AG New York Branch	N/A	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 by Worldpac, Inc. and their 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.	

➤ **with respect to SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO., LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to SPECTRA PREMIUM TAIWAN CO. LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SYSTEMS CO., LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to TECHROI FUEL SYSTEMS AB**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 01:47 p.m.:

No registrations found.

PART II - OTHER RIGHTS

➤ **with respect to SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. (and its previous names and predecessors) :**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:05 a.m.:

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
25.	Rights of ownership of the lessor (leasing) 11-0446524-0002 June 15, 2011 Deed executed under private signature on May 17, 2011	May 17, 2021	Lessor: Hewlett-Packard Financial Services Canada Company Lessee: Spectra Premium Industries Inc./ Les Industries	N/A	<i>As per Modification below see below</i>	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Spectra Premium Inc.			
	DESCRIPTION OF COLLATERAL (SUMMARY)	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.				
	ANCILLARY REGISTRATIONS:	Modification registered on January 3, 2017 under number 16-1261720-0002, to change the description of the collateral.				
26.	Reservation of ownership (Instalment sale) and assignment of the reservation 16-0039241-0006 January 18, 2016 Deed executed under private signature on January 15, 2016	December 21, 2022	Vendor: Baril Ford Lincoln Inc. Assignee: <i>as per Assignment below</i> Ford Auto Securitization Trust / Fiducie de Titrisation Automobile Ford Purchaser: Spectra Premium	N/A	Motor vehicle 2016 Ford Tran V.I.N: NM0GS9E72G1249453	The assignment affects all rights.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Industries Inc./ Les Industries Spectra Premium Inc.			
	ANCILLARY REGISTRATIONS:	Assignment of rights registered on August 22, 2016 under number 16-0817932-0002, by Ford Credit Canada Limited / Crédit Ford du Canada Limitée to Ford Auto Securitization Trust / Fiducie de Titrisation Automobile Ford (Trustee- Computershare Trust Company of Canada), as <i>rectified</i> on October 17, 2016 under number 16-1015117-0001). Modification registered on September 30, 2016 under number 16-0959512-0002, to add the French version of the Purchaser's name. Change of name of the original Assignee from Ford Credit Canada Limited / Crédit Ford Canada Limité to Ford Credit Canada Company/ Compagnie Crédit Ford du Canada , registered on February 2, 2017 under number 17-0094299-0001.				
27.	Rights of ownership of the lessor (leasing) 17-0765719-0001 July 21, 2017 Deed executed under private signature on July 20, 2017	July 19, 2021 <i>as per Renewal below</i>	Lessor: Cisco Systems Capital Canada Co. Lessee: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	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.	
	ANCILLARY REGISTRATIONS:	Renewal registered on November 7, 2017 under number 17-1179399-0001, to postpone the expiry date of the registration.				
28.	Reservation of ownership (Instalment sale) 17-1356821-0001	December 21, 2022	Vendor: Elliott-Matsuura Canada Inc.	N/A	See below	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	December 28, 2017 Deed executed under private signature on December 21, 2017		Purchaser: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.			
	DESCRIPTION OF COLLATERAL (SUMMARY)	Matsuura Vertical Machining Center model VX1500, serial number 2000396, with all standard features including: Fanuc series 31iB Controller, CAT50 taper, Spindle speed 15,000 rpm, 30 tool magazine CAT50, 300 psi coolant through spindle, Spiral chip conveyor, Lift up chip conveyor, Work cleaning gun, Work light, AICCI High speed machining package with data server, Keller 17" Black magic Belt Oil Skimmer, Renishaw OTSAA mechanical tool breakage detection system, Renishaw OMP60 Touch Probe In-process probing, Machine relevelling 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; together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.				
29.	Reservation of ownership (Instalment sale) 17-1356821-0002 December 28, 2017 Deed executed under private signature on December 21, 2017	December 21, 2022	Vendor: Elliott-Matsuura Canada Inc. Purchaser: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	See below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	Matsuura Vertical Machining Center model VX1500, serial number 2000373, with all standard features including: Fanuc series 31iB Controller, CAT50 taper, Spindle speed 15,000 rpm, 30 tool magazine CAT50, 300 psi coolant through spindle, Spiral chip conveyor, Lift up chip conveyor, Work cleaning gun, Work light, AICCI High speed machining package with data server, Keller 17" Black magic Belt Oil Skimmer, Renishaw OTSAA mechanical tool breakage detection system, Renishaw OMP60 Touch Probe In-process probing, Machine relevelling 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, together with all attachments, accessories, additions and alterations thereto and all cash and non-cash proceeds thereof.				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
		thereof.				
30.	Rights of ownership of the lessor (leasing) 18-0149442-0001 February 19, 2018 Deed executed under private signature on January 25, 2018	February 15, 2023	Lessor: De Lage Landen Financial Services Canada Inc. Lessee: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	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.	
31.	Rights resulting from a lease and assignment of the rights 18-0214387-0006 March 7, 2018 Deed executed under private signature on March 2, 2018	March 5, 2022	Lessor: A. Chalut Auto Ltée Assignee: Société de Location GM Financial Canada Ltée Lessee: Les Industries Spectra Premium Inc.	N/A	Motor vehicle: 2018 Chevrolet Trucks Equinox V.I.N.: 2GNAXWEX5J6273752	The assignment affects all rights.
32.	Rights resulting from a lease 18-0253005-0002 March 19, 2018	March 16, 2023	Lessor: Hewlett-Packard Financial Services Canada Company	N/A	See below	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	Deed executed under private signature on March 16, 2018		Lessee: Spectra Premium Industries Inc.			
	DESCRIPTION OF COLLATERAL (SUMMARY)	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.				
33.	Reservation of ownership (Instalment sale) 18-0253005-0003 March 19, 2018 Deed executed under private signature on March 16, 2018	March 16, 2023	Vendor: Hewlett-Packard Financial Services Canada Company Purchaser: Spectra Premium Industries Inc.	N/A	See below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	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,				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			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.			
34.	Rights of ownership of the lessor (leasing) 18-0253005-0004 March 19, 2018 Deed executed under private signature on March 16, 2018	March 16, 2023	Lessor: Hewlett-Packard Financial Services Canada Company Lessee: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	See below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	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.				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
35.	Reservation of ownership (Instalment sale) 19-0035862-0001 January 15, 2019 Deed executed under private signature on December 21, 2018	December 21, 2023	Vendor: Elliott-Matssura Canada Inc. Purchaser: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	See below	
	DESCRIPTION OF COLLATERAL (SUMMARY)	Matsuura Vertical Machining Center model VX1000, with FANUC Series31IB control, serial number 2000495, with all standard features including: Spindle: 15,000 RPM, Big Plus, 2040 HP, CAT50, 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 OTSAA mechanical tool breakage detection, Renishaw OMP60 Touch Probe In-Process Probing, Machine releveilling 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 onsite training and start-up support, Set of manuals; Matsuura Vertical Machining Center model VX1000, with FANUC Series 31IB control, serial number 2000499, with all standard features including: Spindle: 15,000 RPM, Big Plus, 2040 HP, CAT50, 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 OTSAA mechanical tool breakage detection, Renishaw OMP60 Touch Probe In-Process Probing, Machine releveilling 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 onsite training and start-up support, Set of manuals; together with all attachments, accessories, additions and alterations thereto and all cash and noncash proceeds thereof.				
36.	Reservation of ownership (Instalment sale) 19-0035862-0002	December 21, 2023	Vendor: Elliott-Matssura Canada Inc.	N/A	Fanuc Alpha Series C600iB12" Wire EDM Machine, serial number P18X6B032, with all standard features including: Robocut CAMA Software, Single	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	January 15, 2019 Deed executed under private signature on December 21, 2018		Purchaser: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.		seat, Transformer, LED triple alarm Light, Three (3) days of onsite training and startup support, 12 Month Warranty (parts & labour); together with all attachments, accessories, additions and alterations thereto and all cash and noncash proceeds thereof.	
37.	Rights of ownership of the lessor (leasing) 19-0076136-0001 January 28, 2019 Deed executed under private signature on January 17, 2019	January 24, 2022	Lessor: Cisco Systems Capital Canada Co. Lessee: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	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.	
38.	Rights of ownership of the lessor (leasing) 19-0105253-0025 February 5, 2019 Deed executed under private signature on January 31, 2019	February 1, 2025	Lessor: CWB National Leasing Inc. Assignee: <i>as per Assignment below</i> NL LP Lessee: Les Industries Spectra Premium Inc.	N/A	All photocopiers of every nature or kind described in leasing contract Number 2912258 between the lessor, and the lessee, as amended from time to time, together with all attachments, accessories and substitutions placed on or forming part of such goods and any proceeds derived from the sale or disposition of such goods.	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	ANCILLARY REGISTRATIONS:	Assignment of rights registered under number 19-0161762-0002, as rectified on June 3, 2019 under number 19-0598733-0017, by CWB National Leasing Inc. in favour of NL LP.				
39.	Rights resulting from a lease and assignment of the rights 19-0871956-0027 August 6, 2019 Deed executed under private signature on August 1, 2019	August 5, 2023	Lessor: Chambly Honda Assignee: <i>As per Assignment below</i> Honda Canada Finance Lease Securitization Limited Partnership. Lessee: Industries Spectra Premium Inc.	N/A	Motor vehicle: 2019 Honda Pilot V.I.N. 5FNYP6H77KB508573	The assignment affects all rights. <u>Note:</u> <u>Error in the debtor's name (missing "Les")</u>
	ANCILLARY REGISTRATIONS:	Assignment of rights registered under number 19-1328173-0002, by Honda Canada Finance Inc. in favour of Honda Canada Finance Lease Securitization Limited Partnership.				
40.	Rights resulting from a lease and assignment of the rights 19-0883650-0024 August 8, 2019 Deed executed under private signature on July 31, 2019	July 31, 2024	Lessor: Longueuil Kia Assignee: Hyundai Capital Lease Lessee: Les Industries Spectra Premium Inc.	N/A	Motor vehicle: 2020 Kia Sportage V.I.N. KNDPNCAC8L7705067 together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto and all proceeds thereof.	The assignment affects all rights.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
41.	Rights resulting from a lease and assignment of the rights 19-0941912-0008 August 22, 2019 Deed executed under private signature on August 20, 2019	August 21, 2023	Lessor: Elegance Acura Assignee: <i>as per Assignment below</i> Honda Canada Finance Lease Securitization Limited Partnership. Lessee: Industries Spectra Premium Inc.	N/A	Motor vehicle: 2020 Acura V.I.N. 5J8TC2H34LL802487	The assignment affects all rights. <u>Note:</u> <u>Error in the debtor's name (missing "Les")</u>
	ANCILLARY REGISTRATIONS:	Assignment of rights registered under number 19-1328173-0002, by Honda Canada Finance Inc. in favour of Honda Canada Finance Lease Securitization Limited Partnership.				
42.	Rights resulting from a lease and assignment of the rights 19-1004226-0001 September 6, 2019 Deed executed under private signature on August 30, 2019	September 5, 2023	Lessor: Coastal Ford Sales Limited Assignee: Ford Credit Canada Leasing, Division of Canadian Road Leasing Company Lessee: Spectra Premium Industries Inc. Les Industries Spectra Premium	N/A	Motor vehicle 2019 Ford Escape V.I.N. : 1FMCU9GD6KUC16375	The assignment affects all rights.

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
			Inc.			
43.	Rights resulting from a lease and assignment of the rights 19-1164516-0001 October 15, 2019 Deed executed under private signature on October 10, 2019	October 14, 2023	Lessor: Jacques Olivier Ford Inc. Assignee: Location Credit Ford Canada, division de Cie de location Canadian Road Lessee: Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.	N/A	Motor vehicle 2019 Ford Explorer V.I.N. : 1FM5K8D83KGA74355	The assignment affects all rights.
44.	Security registered under a foreign jurisdiction 19-1441078-0001 December 20, 2019 Deed executed under private signature on November 4, 2019	December 20, 2029	Holder: Export Development Canada Grantors: Spectra Premium AB Spectra Premium Industries Inc.	\$6,100,000	See below	Security sale agreement dated as of November 4, 2019 registered at the Swedish Enforcement Authority (Kronofogdemyndi gheten) on November 18, 2019 under registration number 840 2682019/ 83.
	DESCRIPTION OF COLLATERAL (SUMMARY)	117285: Robotic Top Shell Spot Welding Cell description From Genik: (2) spot welding cell to spot weld one (1) Retainer Ring to the Top Shell Serial # S-SOP001				

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					and 14 components inside and outside the shell. The seller is responsible to develop and integrated the following:	S-SOP002
					Cell layout with security perimeter Robot spot weld gun mounting brackets and cables/hoses and adequate routing for operation.	S8P4731-A-1 000512
					From Yaskawa: one(1) Yaskawa Motorman welding Robot M5201	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 recip 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	S-SPO003 S-SOP004

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					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 preassemblingspot 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:	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
					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; Hinge mounted safety doors and guards with electrical interlock; Programmable recipe parameters at HMI, provision for 16 fuel tank models welding recipe; Remote diagnostics capability with appropriate hardware and software; Air conditioning unit for main control panel designed and sized for use in any worldwide locations. From Yaskawa: One (1) robot EOAT to manipulate a welded fuel tank from seam welder #1 or #2 to exit conveyor. 117293: SPA Robot welding cell Serial # From Genik to provide a TIG welding cell one (1) Filler Spud to the Fuel tank weldment. The seller is responsible to develop and integrate the following: STIG001 Cell layout with security perimeter Robot TIG torch mounting brackets and cables/hoses, brackets and adequate routing for operation One Filler Spud holder/installer	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
		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).				
45.	Rights resulting from a lease and assignment of the rights 20-0046415-0001 January 17, 2020 Deed executed under private signature on October 31, 2019	January 15, 2024	Lessor: Leamington Chevrolet Buick GMC Inc. Assignee: Société de Location GM Financial Canada Ltée Lessee: Spectra Premium Industries Inc.	N/A	Motor vehicle: 2020 Chevrolet Truck Tahoe 4WD V.I.N.: 1GNSKCKJ5LR116375	The assignment affects all rights.
46.	Rights of ownership of the lessor (leasing) 20-0087397-0004 January 28, 2020 Deed executed under private signature on	January 27, 2026	Lessor: De Lage Landen Financial Services Canada Inc. Lessee: Spectra Premium	N/A	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	

	SECURITY / REGISTRATION NO. & DATE / ORIGIN	EXTREME DATE OF EFFECT	PARTIES	AMOUNT / INTEREST	DESCRIPTION OF COLLATERAL (SUMMARY):	OTHER MENTIONS / NOTES
	January 28, 2020		Industries Inc./ Les Industries Spectra Premium Inc.		information provided in connection therewith.	
47.	Rights of ownership of the lessor (leasing) 20-0186906-0010 February 24, 2020 Deed executed under private signature on February 21, 2020	April 1, 2026	Lessor: CWB National Leasing Inc. Assignee: NL LP Lessee: Spectra Premium Industries Inc./ Les Industries Spectra Premium Inc.	N/A	All photocopiers of every nature and kind described in agreement number 2977223, between the secured party and the debtor, as amended from time to time, together with all attachments, accessories, substitutions and proceeds of any kind derived directly or indirectly therefrom.	
	ANCILLARY REGISTRATIONS:	Assignment of a right registered on March 25, 2020 under number 20-0301535-0002, by CWB National Leasing Inc.				

➤ **with respect to SPECTRA PREMIUM PROPERTIES (USA) CORP.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 02:35 p.m.:

No registrations found.

➤ **with respect to SPECTRA PREMIUM HOLDINGS (USA) CORP.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.:

No registrations found.

➤ **with respect to SPECTRA PREMIUM (USA) CORP.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 03:00 p.m.:

No registrations found.

➤ **with respect to SPECTRA PREMIUM (SHANGHAI) AUTOMOTIVE TECHNICAL SERVICES CO., LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to SPECTRA PREMIUM TAIWAN CO. LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to SPECTRA PREMIUM (CHONGQING) AUTOMOTIVE SYSTEMS CO., LTD.**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 12:55 p.m.

No registrations found.

➤ **with respect to TECHROI FUEL SYSTEMS AB**

From January 1, 1994 (the date on which the Register became operational) to October 13, 2020 at 01:47 p.m.:

No registrations found.

The whole as more fully described in the search transcripts of such registrations.

SCHEDULE "A"
SEARCH RESULTS

We have reviewed searches for:

1. Security interests in the personal property of the Debtors registered under the PPSA with a currency date of October 22, 2020.

-attached-

Sue Shaunessy
(odi1ssha)

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information

Business Debtor

Search
ResultsSimilar
MatchesPrint
RequestsMailing
Information

Payment

Help

Search by Business Debtor

Date: 2020-10-22
Time: 3:12:30 PM
Transaction Number: 10257176597

Business Name: SPECTRA PREMIUM (USA) CORP.

1 exact match was found.

3 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Spectra Premium (USA) Corp.	1

1. Spectra Premium (USA) Corp.

1.1 Spectra Premium (USA) Corp.: Registration 201306685207 (2013-04-23 3:56:47 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	8774 South State Road 109 Knightstown, Indiana USA 46148
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806216211 (2018-04-12 3:44:55 PM) Sections Changed: Expiry Date

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Search
ResultsSimilar
MatchesPrint
RequestsMailing
Information

Payment

[Printer Friendly Version](#)Sue Shaunessy
(odi1ssha)

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Business Debtor

Search
ResultsSimilar
MatchesPrint
RequestsMailing
Information

Payment

Help

Search by Business Debtor: 3 similar matches were found.

Business Debtor Name	No. of Registrations
1. SPECTRA PREMIUM INDUSTRIES INC.	2
2. Spectra Premium Industries Inc.	1
3. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.	1

1. SPECTRA PREMIUM INDUSTRIES INC.

☐ Include in Printed Search Results

Change Statement	1.1 SPECTRA PREMIUM INDUSTRIES INC.: Registration 201918379300 (2019-10-24 2:05:46 PM)	
Discharge Statement	Registered under	The Personal Property Security Act
Global Change	Expiry Date (YYYY-MM-DD)	2023-10-24
Search Services	Special Notices	Purchase Money Security Interest
Individual Debtor	Debtor Address	4-1361 BORDER STREET WINNIPEG, MB Canada R3H 0N1
Business Debtor	Secured Parties (party code, name, address)	GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. Ste 600 Toronto, ON Canada M2J 4Z8
Registration Number	Serial Numbered Goods (serial number, category, year, description)	1GCRYDED7KZ317632 Motor Vehicle 2019 CHEVROLET TRUCKS SILVERADO 1500 4WD
Serial Number		
Document Copies		
Other Services	1.2 SPECTRA PREMIUM INDUSTRIES INC.: Registration 201913082600 (2019-08-01 11:09:31 AM)	
Fees	Registered under	The Personal Property Security Act
Party Code	Expiry Date (YYYY-MM-DD)	2029-08-01
Registration History	Special Notices	Perfection in Another Jurisdiction, Purchase Money Security Interest
Contact Us	Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5A5
eRegistration	Secured Parties (party code, name, address)	LAURENTIAN BANK OF CANADA 1981 McGill College, Suite 1500 Montreal, Quebec Canada H3A 3K3
Land Titles Online		LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT 1981 McGill College, Suite 1500 Montreal, Quebec Canada H3A 3K3
Plan Deposit Submission		In this Financing Statement, the following terms have the following meanings:
Title Check		(a) ♦Act♦ means The Personal Property Security Act (Ontario) and all regulations thereunder, as same may be amended from time to time or any legislation passed in substitution thereof.
Account Information		(b) ♦Collateral♦ means, collectively, all of the Debtor♦s present and after-acquired undertaking and property, both real and personal.
		(c) ♦Credit Agreement♦ means the Credit Agreement dated on or about August 6, 2019 among the Debtor, as borrower, the Secured Party, and Laurentian Bank of Canada and Export Development Canada, as Lenders, has the meaning ascribed to it in the General Security Agreement.
		(d) ♦Credit Documents♦ has the meaning ascribed to it in the Credit Agreement.
		(e) ♦Debtor♦ means Spectra Premium Industries Inc.
		(f) ♦General Security Agreement♦ means the General Security Agreement dated on or about August 6, 2019 between the Debtor and the Secured Party.
		(g) ♦Lenders♦ means each of the Lenders under the Credit Agreement, and any other Person that becomes a Lender pursuant to an assignment made in accordance with the Credit Agreement, as well as any of their respective successors and assignees as permitted under the Credit Agreement.
		(h) ♦Obligations♦ means all present and future indebtedness, liabilities and obligations of the Debtor to (i) the Secured Party under or arising from the Credit Agreement, the other Credit Documents or any Secured Hedging Agreement and (ii) any of the Secured Creditors under or arising from any agreement or instrument relating to the foregoing, in each case, as amended, restated or supplemented from time to time.
		(i) ♦Person♦ has the meaning ascribed to it in the Credit Agreement.
		(j) ♦Secured Creditors♦ has the meaning ascribed to it in the General Security Agreement.
		(k) ♦Secured Hedging Agreement♦ has the meaning ascribed to it in the Credit Agreement.
		(l) ♦Secured Party♦ means Laurentian Bank of Canada and Laurentian Bank of Canada, as Collateral Agent.
		(m) ♦Security♦ means the security, guarantees, subordinations, intercreditor agreements, non-disturbance agreements or other agreement granted or provided to, as the case may be, for the benefit of the Lenders and the Secured Party pursuant to Article 9 of the Credit Agreement.
		The terms ♦accessions♦, ♦accounts♦, ♦chattel paper♦, ♦documents of title♦, ♦goods♦, ♦instruments♦, ♦intangibles♦, ♦inventory♦, ♦money♦, ♦proceeds♦ and ♦securities♦ whenever used in this financing statement have the meanings given to those terms in the Act.
		Any word or term that is not otherwise defined shall have the meaning given to it in the Act.
		Pursuant to the General Security Agreement, wherein the Debtor, as general and continuing security for the payment and performance of all Obligations, granted the Secured Party a security interest in the Collateral and, as further general and continuing security for the payment and performance of the Obligations, the Debtor assigned the Collateral (other than trademarks) to the Secured Creditors and mortgaged and charged the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party, the Secured Party hereby claims a security interest in the Collateral, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of amalgamation) in all property of the following kinds:
		1. Receivables: all debts, accounts, claims and choses in action for monetary

General Collateral Description

amounts (collectively, the ♦Receivables♦);

2. Inventory: all inventory of whatever kind and wherever situated (collectively, the ♦Inventory♦);

3. Equipment: all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property that are not Inventory (collectively, the ♦Equipment♦);

4. Chattel Paper: all chattel paper; (♦Chattel Paper♦);

5. Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not (collectively, ♦Documents of Title♦);

6. Securities: all shares, bonds, debentures, and other securities (collectively, the ♦Securities♦);

7. Instruments and Money: all bills, notes, cheques and other instruments and all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government (collectively, ♦Instruments♦);

8. Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral (collectively, the ♦Books and Records♦);

9. Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral (collectively, ♦Proceeds♦);

10. Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the ♦Real Property♦), and all rights under any lease or agreement relating to Real Property;

11. Intangibles: all intangibles not otherwise described herein, including all goodwill, patents, trademarks, copyrights and other intellectual property (collectively, the ♦Intangibles♦);

12. Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described herein;

provided that the said grant of a security interest, assignment, mortgage and charge will not render the Secured Creditors liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

Notwithstanding anything herein contained to the contrary:

A. the general and continuing security interests granted by the Debtor and hereby claimed do not and will not extend to and the Collateral will not include any agreement, right, franchise, licence or permit (the ♦contractual rights♦) to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the security interest hereby claimed would constitute a breach of the terms of or permit any person to terminate the contractual rights, but the Debtor must hold its interest therein in trust for the Secured Creditors and will assign such contractual rights to the Secured Creditors forthwith upon obtaining the consent of the other party thereto; the Debtor agreeing that it will, upon the request of the Secured Creditors, use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the security interest;

B. with respect to (and only with respect to) Real Property, the security granted by the Debtor is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and

C. the assignment, mortgage and charge granted by the Debtor and hereby claimed will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Secured Party and, upon the enforcement by the Secured Party of its security, will assign such last day as directed by the Secured Party.

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2. Spectra Premium Industries Inc.

☐ Include in Printed Search Results

2.1 Spectra Premium Industries Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Les Industries Spectra Premium Inc.
	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.
	Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

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3. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. ☐ Include in Printed Search Results**3.1 Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)**

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Spectra Premium Industries Inc.
	Les Industries Spectra Premium Inc.
	Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

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Search Results	Similar Matches	Print Requests	Mailing Information	Payment
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[Printer Friendly Version](#)[Privacy](#)

Business Debtor

Search by Business Debtor

Date: 2020-10-22
Time: 10:20:38 AM
Transaction Number: 10257168488
User ID: Josie Lynn van Luven

Business Name: Spectra Premium Industries Inc.

Account Balance: \$1,640.00

2 exact matches were found.

2 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. SPECTRA PREMIUM INDUSTRIES INC.	2
2. Spectra Premium Industries Inc.	1

1. SPECTRA PREMIUM INDUSTRIES INC.

1.1 SPECTRA PREMIUM INDUSTRIES INC.: Registration 201918379300 (2019-10-24 2:05:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2023-10-24
Special Notices	Purchase Money Security Interest
Debtor Address	4-1361 BORDER STREET WINNIPEG, MB Canada R3H 0N1
Secured Parties (party code, name, address)	GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. Ste 600 Toronto, ON Canada M2J 4Z8
Serial Numbered Goods (serial number, category, year, description)	1GCRYDED7KZ317632 Motor Vehicle 2019 CHEVROLET TRUCKS SILVERADO 1500 4WD

1.2 SPECTRA PREMIUM INDUSTRIES INC.: Registration 201913082600 (2019-08-01 11:09:31 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-08-01
Special Notices	Perfection in Another Jurisdiction, Purchase Money Security Interest
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5A5
Secured Parties (party code, name, address)	LAURENTIAN BANK OF CANADA 1981 McGill College, Suite 1500 Montreal, Quebec Canada H3A 3K3 LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT 1981 McGill College, Suite 1500 Montreal, Quebec Canada H3A 3K3
General Collateral Description	In this Financing Statement, the following terms have the following meanings: (a) "Act" means The Personal Property Security Act (Ontario) and all regulations thereunder, as same may be amended from time to time or any legislation passed in substitution thereof. (b) "Collateral" means, collectively, all of the Debtor's present and after-acquired undertaking and property, both real and personal. (c) "Credit Agreement" means the Credit Agreement dated on or about August 6, 2019 among the Debtor, as borrower, the Secured Party, and Laurentian Bank of Canada and Export Development Canada, as Lenders. has the meaning ascribed to it in the General Security Agreement.

(d) "Credit Documents" has the meaning ascribed to it in the Credit Agreement.

(e) "Debtor" means Spectra Premium Industries Inc.

(f) "General Security Agreement" means the General Security Agreement dated on or about August 6, 2019 between the Debtor and the Secured Party.

(g) "Lenders" means each of the Lenders under the Credit Agreement, and any other Person that becomes a Lender pursuant to an assignment made in accordance with the Credit Agreement, as well as any of their respective successors and assignees as permitted under the Credit Agreement.

(h) "Obligations" means all present and future indebtedness, liabilities and obligations of the Debtor to (i) the Secured Party under or arising from the Credit Agreement, the other Credit Documents or any Secured Hedging Agreement and (ii) any of the Secured Creditors under or arising from any agreement or instrument relating to the foregoing, in each case, as amended, restated or supplemented from time to time.

(i) "Person" has the meaning ascribed to it in the Credit Agreement.

(j) "Secured Creditors" has the meaning ascribed to it in the General Security Agreement.

(k) "Secured Hedging Agreement" has the meaning ascribed to it in the Credit Agreement.

(l) "Secured Party" means Laurentian Bank of Canada and Laurentian Bank of Canada, as Collateral Agent.

(m) "Security" means the security, guarantees, subordinations, intercreditor agreements, non-disturbance agreements or other agreement granted or provided to, as the case may be, for the benefit of the Lenders and the Secured Party pursuant to Article 9 of the Credit Agreement.

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used in this financing statement have the meanings given to those terms in the Act.

Any word or term that is not otherwise defined shall have the meaning given to it in the Act.

Pursuant to the General Security Agreement, wherein the Debtor, as general and continuing security for the payment and performance of all Obligations, granted the Secured Party a security interest in the Collateral and, as further general and continuing security for the payment and performance of the Obligations, the Debtor assigned the Collateral (other than trademarks) to the Secured Creditors and mortgaged and charged the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party, the Secured Party hereby claims a security interest in the Collateral, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have or acquire in any manner whatsoever (including by way of amalgamation) in all property of the following kinds:

1. Receivables: all debts, accounts, claims and choses in action for monetary amounts (collectively, the "Receivables");
2. Inventory: all inventory of whatever kind and wherever situated (collectively, the "Inventory");
3. Equipment: all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property that are not Inventory (collectively, the "Equipment");
4. Chattel Paper: all chattel paper; ("Chattel Paper");
5. Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not (collectively, "Documents of Title");
6. Securities: all shares, bonds, debentures, and other securities (collectively, the "Securities");
7. Instruments and Money: all bills, notes, cheques and other instruments and all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government (collectively, "Instruments");
8. Books and Records: all books, invoices, documents and other records in any form evidencing or relating to the Collateral

(collectively, the "Books and Records");

9. Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral (collectively, "Proceeds");

10. Real Property: all real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively, the "Real Property"), and all rights under any lease or agreement relating to Real Property;

11. Intangibles: all intangibles not otherwise described herein, including all goodwill, patents, trademarks, copyrights and other intellectual property (collectively, the "Intangibles");

12. Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described herein;

provided that the said grant of a security interest, assignment, mortgage and charge will not render the Secured Creditors liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

Notwithstanding anything herein contained to the contrary:

A. the general and continuing security interests granted by the Debtor and hereby claimed do not and will not extend to and the Collateral will not include any agreement, right, franchise, licence or permit (the "contractual rights") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the security interest hereby claimed would constitute a breach of the terms of or permit any person to terminate the contractual rights, but the Debtor must hold its interest therein in trust for the Secured Creditors and will assign such contractual rights to the Secured Creditors forthwith upon obtaining the consent of the other party thereto; the Debtor agreeing that it will, upon the request of the Secured Creditors, use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the security interest;

B. with respect to (and only with respect to) Real Property, the security granted by the Debtor is constituted by way of floating charge, but will become a fixed charge upon the earlier of (i) the Obligations becoming immediately payable, and (ii) the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and

C. the assignment, mortgage and charge granted by the Debtor and hereby claimed will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Debtor will hold such last day in trust for the Secured Party and, upon the enforcement by the Secured Party of its security, will assign such last day as directed by the Secured Party.

2. Spectra Premium Industries Inc.

2.1 Spectra Premium Industries Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Les Industries Spectra Premium Inc.
	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.
	Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 2 similar matches were found.	
Business Debtor Name	No. of Registrations
1. Spectra Premium (USA) Corp.	1
2. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.	1

Business Debtor

Search by Business Debtor

Date: 2020-10-22
Time: 10:22:01 AM
Transaction Number: 10257168514
User ID: Josie Lynn van Luven

Business Name: Les Industries Spectra
Premium Inc.

Account Balance: \$1,630.00

2 exact matches were found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. LES INDUSTRIES SPECTRA PREMIUM INC.	1
2. Les Industries Spectra Premium Inc.	1

1. LES INDUSTRIES SPECTRA PREMIUM INC.

1.1 LES INDUSTRIES SPECTRA PREMIUM INC.: Registration 201901712900 (2019-02-01 8:43:39 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-03-01
Special Notices	Purchase Money Security Interest
Debtor Address	1421 RUE AMPERE BOUCHERVILLE, QC Canada J4B 5Z5
Secured Parties (party code, name, address)	AD491 CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB Canada R3T 1L9
General Collateral Description	ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

2. Les Industries Spectra Premium Inc.

2.1 Les Industries Spectra Premium Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Spectra Premium Industries Inc. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.	1

Business Debtor

Search by Business Debtor

Date: 2020-10-22
Time: 10:23:20 AM
Transaction Number: 10257168569
User ID: Josie Lynn van Luven

Business Name: Spectra Premium
Industries Inc. Les Industries Spectra
Premium Inc.

Account Balance: \$1,620.00

1 exact match was found.

3 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.	1

1. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.

1.1 Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Spectra Premium Industries Inc.
	Les Industries Spectra Premium Inc.
	Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 3 similar matches were found.	
Business Debtor Name	No. of Registrations
1. SPECTRA PREMIUM INDUSTRIES INC.	2
2. Spectra Premium (USA) Corp.	1
3. Spectra Premium Industries Inc.	1

Business Debtor

Search by Business Debtor

Date: 2020-10-22
Time: 10:24:34 AM
Transaction Number: 10257168613
User ID: Josie Lynn van Luven

Business Name: Les Industries Spectra
Premium Inc. Spectra Premium Industries
Inc.

Account Balance: \$1,610.00

1 exact match was found.

2 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.	1

1. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.

1.1 Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.: Registration 201306684006 (2013-04-23 3:53:45 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-04-23
Debtor Address	1421 Ampere Street Boucherville, Quebec Canada J4B 5Z5
This registration is jointly registered with these business debtors	Spectra Premium Industries Inc.
	Les Industries Spectra Premium Inc.
	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc.
Secured Parties (party code, name, address)	Wells Fargo Capital Finance Corporation Canada 40 King Street West, Suite 2500 Toronto, Ontario Canada M5H 3Y2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 201806215916 (2018-04-12 3:42:53 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 2 similar matches were found.

Business Debtor Name	No. of Registrations
1. LES INDUSTRIES SPECTRA PREMIUM INC.	1
2. Les Industries Spectra Premium Inc.	1

SCHEDULE "A"

SEARCHES

SCHEDULE "A" IS TO BE READ IN CONJUNCTION WITH THE SECTION OF THE ATTACHED OPINION ENTITLED "SEARCHES"

1. Personal Property Security Act (Nova Scotia)

Names Searched: Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.
Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.

Date Searched: October 23, 2020

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	21114038
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC. SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.
Secured Party:	ELLIOTT-MATSUURA CANADA INC.
Registration Number:	30598957
Registration Date:	January 11, 2019
Expiry Date:	January 11, 2021
General Collateral Description:	One Matsurra CNC vertical machining center model VX-1000 bearing serial number 2000495 with One Spindle: 15,000 RPM, Big Plus, 20-

	40 HP, CAT-50, ATC 30 One Chip Conveyor One Coolant through the spindle 300 PSI One Matsuura / Fanuc High Speed Machining Package One Keller - 17" Black Magic Belt Oil Skimmer One Renishaw OTS-AA mechanical tool breakage detection One Renishaw OMP-60 Touch Probe In-Process Probing One Air-Blow through coolant One Transformer One set of manuals One Matsuura CNC vertical machining center model VX-1000 bearing serial number 2000499 with One Spindle: 15,000 RPM, Big Plus, 20-40 HP, CAT-50, ATC 30 One Chip Conveyor One Coolant through the spindle 300 PSI One Matsuura / Fanuc High Speed Machining Package One Keller - 17" Black Magic Belt Oil Skimmer One Renishaw OTS-AA mechanical tool breakage detection One Renishaw OMP-60 Touch Probe In-Process Probing One Air-Blow through coolant One Transformer One set of manuals Attachments, accessions and accessories to or for the foregoing and all replacements and substitutions therefor and additions thereto; and All proceeds of the foregoing in any form, including, but not limited to, trade-in machinery and equipment, goods, documents of title, chattel paper, investment property, securities, instruments, money, intangibles and accounts and other property or obligations received when such collateral or proceeds are sold, exchanged, collected or otherwise disposed of.
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Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT
Registration	31558638

Number:	
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER REQUIRED PERSONAL PROPERTY.

Debtor:	LES INDUSTRIES SPECTRA PREMIUM INC.
Secured Party:	CWB NATIONAL LEASING INC.
Registration Number:	30681357
Registration Date:	February 1, 2019
Expiry Date:	February 1, 2025
General Collateral Description:	ALL PHOTOCOPIERS WITH RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NO. 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Names Searched: Spectra Premium (USA) Corp.

Date Searched: October 22, 2020

Debtor:	SPECTRA PREMIUM (USA) CORP.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	21114046
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

2. Personal Property Security Act (New Brunswick)

Names Searched: Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.
Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.

Date Searched: October 23, 2020

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	22886121
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT
Registration Number:	32522005
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER REQUIRED PERSONAL PROPERTY.

Debtors:	LES INDUSTRIES SPECTRA PREMIUM INC.
Secured Party:	CWB NATIONAL LEASING INC.
Registration Number:	31708894
Registration Date:	February 1, 2019
Expiry Date:	February 1, 2025
General Collateral Description:	ALL PHOTOCOPIERS WITH RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NO. 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Names Searched: Spectra Premium (USA) Corp.

Date Searched: October 22, 2020

Debtor:	SPECTRA PREMIUM (USA) CORP.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	22886147
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

3. Personal Property Security Act (Newfoundland and Labrador)

Names Searched: Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.
Spectra Premium Industries Inc.
Les Industries Spectra Premium Inc.

Date Searched: October 23, 2020

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	10910354
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Debtors:	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC.
Secured Party:	LAURENTIAN BANK OF CANADA, AS COLLATERAL AGENT

Registration Number:	17160698
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER REQUIRED PERSONAL PROPERTY.

Debtors:	LES INDUSTRIES SPECTRA PREMIUM INC.
Secured Party:	CWB NATIONAL LEASING INC.
Registration Number:	16652208
Registration Date:	February 1, 2019
Expiry Date:	February 1, 2025
General Collateral Description:	ALL PHOTOCOPIERS WITH RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NO. 2912258 BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Names Searched: Spectra Premium (USA) Corp.

Date Searched: October 22, 2020

Debtor:	SPECTRA PREMIUM (USA) CORP.
Secured Party:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
Registration Number:	10910370
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

4. Bank Act (Canada)

We obtained confirmation letters dated October 23, 2020 in the name of Spectra as to any notices of intention to give security under the *Bank Act* (Canada) registered in the Atlantic Provinces with the Canadian Securities Registration Systems, authorized Section 427 *Bank Act* registers in each of the Atlantic Provinces. As at the times noted therein on October 23, 2020, the records indicated no matches were found for Spectra in the Atlantic Provinces.

5. Bankruptcy and Insolvency Act (Canada)

We obtained Insolvency search reports dated October 23, 2020 via the internet online search site for Industry Canada stating that a search of the Office of the Superintendent of Bankruptcy records in the name of Spectra in the Atlantic Provinces revealed no information for the period 1978 to October 23, 2020, for filings and registrations under the *Bankruptcy and Insolvency Act* (Canada).

6. Corporate

We conducted a search of the federal database maintained by Corporations Canada, the database for the Nova Scotia Registry of Joint Stock Companies, the Service New Brunswick Corporate Affairs Registry database, and the Newfoundland and Labrador Registry of Companies and Deeds online database with respect to Spectra on October 23, 2020. Spectra is a federal corporation incorporated by Articles of amalgamation on January 10th, 2007 as Corporation # 440644-3 and is registered as an extra-provincial corporation in each of the Atlantic Provinces and its status is active. We have not conducted searches of the predecessor corporate names of Spectra.

SCHEDULE "B"

PARTICULARS OF REGISTRATION UNDER THE PPSA

The PPSA registrations set forth herein will expire, and the security interests perfected thereby will become unperfected, on the dates shown herein, unless renewed prior to such time in accordance with the PPSA. We assume no responsibility for renewal or providing any reminder with respect thereto.

Nova Scotia

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc./Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc./ Spectra Premium Industries Inc.
Secured Party:	Wells Fargo Capital Finance Corporation Canada
Registration Number:	21114038
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc./Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc./ Spectra Premium Industries Inc.
Secured Party:	Laurentian Bank of Canada, as Collateral Agent
Registration Number:	31558638
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

New Brunswick

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc./Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc./ Spectra Premium Industries Inc.
Secured Party:	Wells Fargo Capital Finance Corporation Canada

Registration Number:	22886121
Registration Date:	April 23, 2013
Expiration Date:	April 23, 2025
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc.
Secured Party:	Laurentian Bank of Canada, as collateral agent
Registration Number:	32522005
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

Newfoundland and Labrador

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc./Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc./ Spectra Premium Industries Inc.
Secured Party:	Wells Fargo Capital Finance Corporation Canada
Registration Number:	10910354
Registration Date:	April 23, 2013
Expiry Date:	April 23, 2025
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

Debtors:	Spectra Premium Industries Inc. Les Industries Spectra Premium Inc. Spectra Premium Industries Inc./Les Industries Spectra Premium Inc. Les Industries Spectra Premium Inc./ Spectra Premium Industries Inc.
Secured Party:	Laurentian Bank of Canada, as Collateral Agent
Registration	17160698

Number:	
Registration Date:	August 1, 2019
Expiry Date:	August 1, 2029
General Collateral Description:	A security interest is taken in all of the debtor's present and after-acquired personal property.

SCHEDULE B

PERSONAL PROPERTY REGISTRATIONS UNDER THE SECURITY AGREEMENTS

1 REGISTRATIONS UNDER THE BC PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: BRITISH COLUMBIA
Statute Searched: PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA)
Date of Search (mm/dd/yyyy): 10/22/2020

(a) Spectra Canada

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 306947H PPSA SECURITY AGREEMENT Reg. 10 YEARS 23APR2013 1:34:25 PM Expires: 23APR2025	SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. *** Expiry date includes subsequent registered renewal(s).		
	688134K Renew 2 YEARS 12APR2018 1:37:51 PM		
	Reg. No.	Debtors	Secured Parties
	Base Registration: 672720L	SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC	LAURENTIAN BANK OF CANADA

2.	PPSA SECURITY AGREEMENT Reg. 10 YEARS 31JUL2019 2:50:46 PM Expires: 31JUL2029	SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC	
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND OF THE DEBTOR AND ON ANY INTEREST OF THE DEBTOR IN THE LAND.		

(b) Spectra USA

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 306951H PPSA SECURITY AGREEMENT Reg. 10 YEARS 23APR2013 1:34:38 PM Expires: 23APR2025	SPECTRA PREMIUM (USA) CORP	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. *** Expiry date includes subsequent registered renewal(s).		

688147K Renew 2 YEARS 12APR2018 1:40:07 PM		
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2 REGISTRATIONS UNDER THE ALBERTA PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: ALBERTA
Statute Searched: PERSONAL PROPERTY SECURITY ACT (ALBERTA)
Date of Search (mm/dd/yyyy): 10/22/2020

(a) Spectra Canada

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	13042517238 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227114 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)

			(Current)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.			
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	13042517259 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227213 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM (USA) CORP. 8774 SOUTH STATE ROAD 109 KNIGHTSTOWN, IN 46148 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)
	This Registration covers a Trust Indenture General Collateral ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.			
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	7	19073140714 SECURITY AGREEMENT Date: 2019-JUL-31 Expires: 2029-JUL-31 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5	LAURENTIAN BANK OF CANADA 1360 RENE-LEVESQUE BLVD. WEST MONTREAL, QC H3G 0E7 (Current)

			(Current) LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	
General Collateral All of the Debtor's present and after-acquired undertaking and property, both real and personal and all proceeds therefrom.				

(b) Spectra USA

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	13042517238 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227114 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)

<u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	13042517259 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227213 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM (USA) CORP. 8774 SOUTH STATE ROAD 109 KNIGHTSTOWN, IN 46148 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)
This Registration covers a Trust Indenture <u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	7	19073140714 SECURITY AGREEMENT Date: 2019-JUL-31 Expires: 2029-JUL-31 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	LAURENTIAN BANK OF CANADA 1360 RENE-LEVESQUE BLVD. WEST MONTREAL, QC H3G 0E7 (Current)

		LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	
	General Collateral All of the Debtor's present and after-acquired undertaking and property, both real and personal and all proceeds therefrom.		

3 REGISTRATIONS UNDER THE ONTARIO PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: ONTARIO
Office Searched: MINISTRY OF GOVERNMENT SERVICES, COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH
Statute Searched: *PERSONAL PROPERTY SECURITY ACT (ONTARIO)*
Date of Search (mm/dd/yyyy): 10/22/2020
File Currency Date: 10/21//2020

LEGEND	
PPSA Collateral Classifications:	CG = consumer goods / I = inventory / E = equipment / A = accounts / O = other / MV = motor vehicles

(a) Spectra Canada

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	753973155 PPSA	8	20190801 0826 9234 7531 Reg. 10 year(s) Expires 01AUG 2029	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.	PREMIUM LAURENTIAN BANK OF CANADA		X	X	X	X	X

				SPECTRA INDUSTRIES INDUSTRIES PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC./SPECTRA PREMIUM INDUSTRIES INC.	PREMIUM INC./LES SPECTRA										
General Collateral Description: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED UNDERTAKING AND PROPERTY, BOTH REAL AND PERSONAL AND ALL PROCEEDS THEREFROM.															
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.									
						CG	I	E	A	O	MV				
2.	686267262 PPSA	1	20130422 1704 1590 9152 Reg. 10 year(s) Expires 22APR 2025	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.	PREMIUM WELLS FARGO CAPITAL FINANCE CORPORATION		X	X	X	X					X
		3	20130423 1734 1590 9209 A AMNDMNT	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.	PREMIUM WELLS FARGO CAPITAL FINANCE CORPORATION CANADA										

				SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.									
				LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.									
		Reason for Amendment: AMENDED TO CORRECT THE NAME OF THE SECURED PARTY FROM "WELLS FARGO CAPITAL FINANCE CORPORATION" TO "WELLS FARGO CAPITAL FINANCE CORPORATION CANADA".											
		7	20180412 1734 1590 7445	SPECTRA INDUSTRIES INC. PREMIUM									
			B RENEWAL Renew 2 year(s)										

(b) Spectra USA

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	686267253 PPSA	1	20130422 1704 1590 9151 Reg. 10 year(s) Expires 22APR 2025	SPECTRA PREMIUM (USA) CORP.	WELLS FARGO CAPITAL FINANCE CORPORATION		X	X	X	X	X
		2	20130423 1404 1590 9171 A AMNDMNT	SPECTRA PREMIUM (USA) CORP.	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA						
		Reason for Amendment: AMENDED TO CORRECT THE NAME OF THE SECURED PARTY FROM "WELLS FARGO CAPITAL FINANCE CORPORATION" TO									

		"WELLS FARGO CAPITAL FINANCE CORPORATION CANADA".									
		3	20180412 1734 1590 7446	SPECTRA CORP.	PREMIUM	(USA)					
			B RENEWAL Renew 2 year(s)								

SCHEDULE C

SUMMARY OF PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM SEARCHES CONDUCTED IN BRITISH COLUMBIA, ALBERTA AND ONTARIO

1 REGISTRATIONS UNDER THE BC PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: BRITISH COLUMBIA
Statute Searched: PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA)
Date of Search (mm/dd/yyyy): 10/22/2020

(a) Spectra Canada

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 306947H PPSA SECURITY AGREEMENT Reg. 10 YEARS 23APR2013 1:34:25 PM Expires: 23APR2025	SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. *** Expiry date includes subsequent registered renewal(s).		
	688134K Renew 2 YEARS 12APR2018 1:37:51 PM		

	Reg. No.	Debtors	Secured Parties
2.	Base Registration: 672720L PPSA SECURITY AGREEMENT Reg. 10 YEARS 31JUL2019 2:50:46 PM Expires: 31JUL2029	SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC LES INDUSTRIES SPECTRA PREMIUM INC LES INDUSTRIES SPECTRA PREMIUM INC SPECTRA PREMIUM INDUSTRIES INC	LAURENTIAN BANK OF CANADA
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND OF THE DEBTOR AND ON ANY INTEREST OF THE DEBTOR IN THE LAND.		
	Reg. No.	Debtors	Secured Parties
3.	Base Registration: 749211L PPSA SECURITY AGREEMENT Reg. 4 YEARS 06SEP2019 8:57:23 AM Expires: 06SEP2023	SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.	FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
	MV (1FMCU9GD6KUC16375 2019 FORD ESCAPE)		
	Reg. No.	Debtors	Secured Parties
4.	Base Registration: 295854L PPSA SECURITY AGREEMENT Reg. 6 YEARS	LES INDUSTRIES SPECTRA PREMIUM INC.	CWB NATIONAL LEASING INC.

	01FEB2019 8:25:03 AM Expires: 01FEB2025		
	ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.		

(a) Spectra USA

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 306951H PPSA SECURITY AGREEMENT Reg. 10 YEARS 23APR2013 1:34:38 PM Expires: 23APR2025	SPECTRA PREMIUM (USA) CORP	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. *** Expiry date includes subsequent registered renewal(s).		
	688147K Renew 2 YEARS 12APR2018 1:40:07 PM		

2 REGISTRATIONS UNDER THE ALBERTA PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: ALBERTA
Statute Searched: PERSONAL PROPERTY SECURITY ACT (ALBERTA)
Date of Search (mm/dd/yyyy): 10/22/2020

(a) Spectra Canada

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	13042517238 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227114 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)
<u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.				

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	13042517259 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227213 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM (USA) CORP. 8774 SOUTH STATE ROAD 109 KNIGHTSTOWN, IN 46148 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)
This Registration covers a Trust Indenture <u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	5	18032007232 SECURITY AGREEMENT Date: 2018-MAR-20 Expires: 2022-MAR-20 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 5307 82 AVE EDMONTON, AB T6B 2J6 (Current)	FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY PO BOX 2400 EDMONTON, AB T5J 5C7 (Current)
<u>Serial Collateral</u> MV - Motor Vehicle (1FMCU9GD6JUB77821) 2018 FORD ESCAPE				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	6	19020103107 SECURITY AGREEMENT Date: 2019-FEB-01 Expires: 2025-FEB-01 23:59:59	LES INDUSTRIES SPECTRA PREMIUM INC. 1421 RUE AMPERE BOUCHERVILLE, QC J4B5Z5 (Current)	CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9 (Current)

<u>General Collateral</u> ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. <u>Particulars</u> Purchase Money Security Interest.				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	7	19073140714 SECURITY AGREEMENT Date: 2019-JUL-31 Expires: 2029-JUL-31 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	LAURENTIAN BANK OF CANADA 1360 RENE-LEVESQUE BLVD. WEST MONTREAL, QC H3G 0E7 (Current)
<u>General Collateral</u> All of the Debtor's present and after-acquired undertaking and property, both real and personal and all proceeds therefrom.				

(a) Spectra USA

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	13042517238 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227114 (2018-APR-12) Renewal Expires: 2025-APR-25 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)
<u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.				
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	13042517259 SECURITY AGREEMENT Date: 2013-APR-25 <u>Amendments/Renewals:</u> 18041227213 (2018-APR-12) Renewal	SPECTRA PREMIUM (USA) CORP. 8774 SOUTH STATE ROAD 109 KNIGHTSTOWN, IN 46148 (Current)	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA 40 KING STREET WEST, SUITE 2500 TORONTO, ON M5H 3Y2 (Current)

		Expires: 2025-APR-25 23:59:59		
	This Registration covers a Trust Indenture <u>General Collateral</u> ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.			
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	5	18032007232 SECURITY AGREEMENT Date: 2018-MAR-20 Expires: 2022-MAR-20 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 5307 82 AVE EDMONTON, AB T6B 2J6 (Current)	FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY PO BOX 2400 EDMONTON, AB T5J 5C7 (Current)
	<u>Serial Collateral</u> MV - Motor Vehicle (1FMCU9GD6JUB77821) 2018 FORD ESCAPE			
	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	6	19020103107 SECURITY AGREEMENT Date: 2019-FEB-01 Expires: 2025-FEB-01 23:59:59	LES INDUSTRIES SPECTRA PREMIUM INC. 1421 RUE AMPERE BOUCHERVILLE, QC J4B5Z5 (Current)	CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9 (Current)
	<u>General Collateral</u> ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2912258, BETWEEN GROUPE CT INC., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. <u>Particulars</u> Purchase Money Security Interest.			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	7	19073140714 SECURITY AGREEMENT Date: 2019-JUL-31 Expires: 2029-JUL-31 23:59:59	SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) SPECTRA PREMIUM INDUSTRIES INC. / LES INDUSTRIES SPECTRA PREMIUM INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current) LES INDUSTRIES SPECTRA PREMIUM INC. / SPECTRA PREMIUM INDUSTRIES INC. 1421 AMPERE STREET BOUCHERVILLE, QC J4B 5Z5 (Current)	LAURENTIAN BANK OF CANADA 1360 RENE-LEVESQUE BLVD. WEST MONTREAL, QC H3G 0E7 (Current)
<u>General Collateral</u> All of the Debtor's present and after-acquired undertaking and property, both real and personal and all proceeds therefrom.				

3 REGISTRATIONS UNDER THE ONTARIO PPSA

PERSONAL PROPERTY SECURITY

Jurisdiction Searched: ONTARIO
Office Searched: MINISTRY OF GOVERNMENT SERVICES, COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH
Statute Searched: *PERSONAL PROPERTY SECURITY ACT (ONTARIO)*
Date of Search (mm/dd/yyyy): 10/22/2020
File Currency Date: 10/21/2020

LEGEND	
PPSA Collateral Classifications:	<i>CG</i> = consumer goods / <i>I</i> = inventory / <i>E</i> = equipment / <i>A</i> = accounts / <i>O</i> = other / <i>MV</i> = motor vehicles

(a) Spectra Canada

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	757268991 PPSA	16	20191105 1004 1532 2343 Reg. 04 year(s) Expires 05NOV 2023	SPECTRA INDUSTRIES INC. PREMIUM SPECTRA INDUSTRIES INC. PREMIUM	GM FINANCIAL CANADA LEASING LTD.	X		X		X	X
Amount Secured: \$89843.00 Maturity Date: October 31, 2023 2020 CHEVROLET TRUCKS TAHOE 4WD (VIN: 1GNSKCKJ5LR116375)											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	753973155 PPSA	14	20190801 0826 9234 7531 Reg. 10 year(s) Expires 01AUG 2029	SPECTRA INDUSTRIES INC. PREMIUM LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA INDUSTRIES PREMIUM INC./LES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC./SPECTRA PREMIUM INDUSTRIES INC.	LAURENTIAN BANK OF CANADA		X	X	X	X	X

	General Collateral Description: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED UNDERTAKING AND PROPERTY, BOTH REAL AND PERSONAL AND ALL PROCEEDS THEREFROM.										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	745547184 PPSA	13	20181105 1436 1530 7751 Reg. 3 year(s) Expires 05NOV 2021	SPECTRA INDUSTRIES INC. PREMIUM	GM FINANCIAL CANADA LEASING LTD.	X		X		X	X
Amount Secured: \$42551 Maturity Date: October 31, 2021 2019 CHEVROLET TRUCKS TRAVERSE AWD (VIN: 1GNEVGKW9KJ156768)											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	736464663 PPSA	11	20180214 1020 1902 7674 Reg. 04 year(s) Expires 14FEB 2022	SPECTRA INDUSTRIES INC PREMIUM	TRICOR LEASE & FINANCE CORP. PERFORMANCE FORD SALES INC.	X		X		X	X
Amount Secured: \$33845 2018 FORD EDGE (VIN: 2FMPK3J91JBB18187)											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV

5.	735452172 PPSA	10	20180105 1202 1532 5550 Reg. 03 year(s) Expires 05JAN 2021	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.	PREMIUM	TOYOTA CREDIT CANADA INC.	X		X		X	X
Maturity Date: December 22, 2020 2018 TOYOTA RAV4 (VIN: 2T3ZFREV0JW431482)												
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
6.	686267262 PPSA	1	20130422 1704 1590 9152 Reg. 10 year(s) Expires 22APR 2025	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.	PREMIUM	WELLS FARGO CAPITAL FINANCE CORPORATION			X	X	X	X
		3	20130423 1734 1590 9209 A AMNDMNT	SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA INDUSTRIES INC. LES INDUSTRIES SPECTRA PREMIUM INC.	PREMIUM	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA						

				LES INDUSTRIES SPECTRA PREMIUM INC. SPECTRA PREMIUM INDUSTRIES INC.										
Reason for Amendment: AMENDED TO CORRECT THE NAME OF THE SECURED PARTY FROM "WELLS FARGO CAPITAL FINANCE CORPORATION" TO "WELLS FARGO CAPITAL FINANCE CORPORATION CANADA".														
	7	20180412 1734 1590 7445		SPECTRA PREMIUM INDUSTRIES INC.										
		B RENEWAL Renew 2 year(s)												

(a) Spectra USA

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	686267253 PPSA	1	20130422 1704 1590 9151 Reg. 10 year(s) Expires 22APR 2025	SPECTRA PREMIUM (USA) CORP.	WELLS FARGO CAPITAL FINANCE CORPORATION		X	X	X	X	X
		2	20130423 1404 1590 9171 A AMNDMNT	SPECTRA PREMIUM (USA) CORP.	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA						
Reason for Amendment: AMENDED TO CORRECT THE NAME OF THE SECURED PARTY FROM "WELLS FARGO CAPITAL FINANCE CORPORATION" TO "WELLS FARGO CAPITAL FINANCE CORPORATION CANADA".											

		3	20180412 1734 1590 7446	SPECTRA PREMIUM (USA) CORP.								
			B RENEWAL Renew 2 year(s)									