

**EXHIBIT**

**H**

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Newfoundland and Labrador  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** H MV CANADA INC.

**Date and Time of Search:** 2017-01-12 10:45 (Atlantic)  
**Transaction Number:** 14543006  
**Searched By:** W175316

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	9184456	H MV CANADA INC.	Etobicoke
*	*	12504742	H MV CANADA INC.	ETOBICOKE
*	*	12504759	H MV CANADA INC.	ETOBICOKE
*	*	12504767	H MV CANADA INC.	ETOBICOKE
*	*	12512422	H MV CANADA INC.	ETOBICOKE
*	*	12520409	H MV CANADA INC.	ETOBICOKE

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

**Included Column Legend**

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

**Registration Counts**

- 6 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

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**Registration Details for Registration Number: 9184456**

**Province or Territory:** Newfoundland and Labrador  
**Registration Type:** PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	9184456	2011-06-27 17:07	2021-06-27	D. Patterson

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMV CANADA INC.  
5401 Eglinton Avenue West, Suite 110  
Etobicoke ON M9C 5K6  
Canada

**Secured Parties**

Type: Enterprise  
HUK 10 Ltd  
c/o Olympus House  
Olympus Avenue  
Leamington Spa, Warwickshire - CV34 6BF  
United Kingdom

**General Collateral**

A security interest is taken in all of the Debtor's present and after-acquired personal property.

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**Registration Details for Registration Number: 12504742**

Province or Territory: Newfoundland and Labrador  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12504742	2014-11-26 11:59	2019-11-26	49-122568-AC
Amendment	14622377	2017-01-12 10:28	2019-11-26	49-122568-AC

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

The Secured Party below was deleted by registration number 14622377

Type: Enterprise  
HMV IP HOLDINGS INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

The Secured Party below was added by registration number 14622377

Type: Enterprise  
HMY IP HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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### **Registration Details for Registration Number: 12504759**

Province or Territory: Newfoundland and Labrador  
Registration Type: PPSA Financing Statement

### **Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12504759	2014-11-26 12:04	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **Secured Parties**

Type: Enterprise  
RETAIL AGENTS 230 LIMITED  
7 RIVER COURT, BRIGHOUSE BUS VLG  
MIDDLESBROUGH - X0X0X0  
UK

### **General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

### **Additional Information**

THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED KINGDOM TS21RT



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**Registration Details for Registration Number: 12504767**

Province or Territory: Newfoundland and Labrador  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12504767	2014-11-26 12:05	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
WHOLESALE ENTERTAINMENT ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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**Registration Details for Registration Number: 12512422**

Province or Territory: Newfoundland and Labrador  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12512422	2014-11-28 12:47	2019-11-28	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HVM CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
BANK OF MONTREAL  
1 FIRST CANADIAN PLACE, 11TH FLOOR  
TORONTO ON M5X1A1  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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**Registration Details for Registration Number: 12520409**

Province or Territory: Newfoundland and Labrador  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	12520409	2014-12-02 13:27	2019-12-02	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HVM CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
HVM PURE HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Nova Scotia  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** HMV CANADA INC.

**Date and Time of Search:** 2017-01-12 10:47 (Atlantic)  
**Transaction Number:** 14543025  
**Searched By:** W175316

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	18251181	HMV CANADA INC.	Etobicoke
*	*	23630619	HMV CANADA INC.	ETOBICOKE
*	*	23630627	HMV CANADA INC.	ETOBICOKE
*	*	23630635	HMV CANADA INC.	ETOBICOKE
*	*	23643000	HMV CANADA INC.	ETOBICOKE
*	*	23655657	HMV CANADA INC.	ETOBICOKE

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

#### Included Column Legend

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 6 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

### Registration Details for Registration Number: 18251181

**Province or Territory:** Nova Scotia  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	18251181	2011-06-27 17:11	2021-06-27	D. Patterson

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
HVM CANADA INC.  
5401 Eglinton Avenue West, Suite 110  
Etobicoke ON M9C 5K6  
Canada

**Secured Parties**

Type: Enterprise  
HUK 10 Ltd  
c/o Olympus House  
Olympus Avenue  
Leamington Spa, Warwickshire - CV34 6BF  
United Kingdom

**General Collateral**

A security interest is taken in all of the Debtor's present and after-acquired personal property.

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**Registration Details for Registration Number: 23630619**

Province or Territory: Nova Scotia  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23630619	2014-11-26 11:56	2019-11-26	49-122568-AC
Amendment	27083468	2017-01-12 10:30	2019-11-26	49-122568-AC

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HVM CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

The Secured Party below was deleted by registration number 27083468

Type: Enterprise  
~~HVM IP HOLDINGS INC.~~  
~~#110 - 5401 EGLINTON AVENUE WEST~~  
~~ETOBICOKE ON M9C5K6~~  
Canada

The Secured Party below was added by registration number 27083468

Type: Enterprise  
HMY IP HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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### **Registration Details for Registration Number: 23630627**

Province or Territory: Nova Scotia  
Registration Type: PPSA Financing Statement

### **Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23630627	2014-11-26 11:57	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **Secured Parties**

Type: Enterprise  
RETAIL AGENTS 230 LIMITED  
7 RIVER COURT, BRIGHOUSE BUS VLG  
MIDDLESBROUGH - X0X0X0  
UK

### **General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

### **Additional Information**

THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED KINGDOM TS21RT

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**Registration Details for Registration Number: 23630635**

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23630635	2014-11-26 11:58	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
WHOLESALE ENTERTAINMENT ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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**Registration Details for Registration Number: 23643000**

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23643000	2014-11-28 12:49	2019-11-28	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
BANK OF MONTREAL  
1 FIRST CANADIAN PLACE, 11TH FLOOR  
TORONTO ON M5X1A1  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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**Registration Details for Registration Number: 23655657**

Province or Territory: Nova Scotia  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	23655657	2014-12-02 13:26	2019-12-02	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
HMY PURE HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.



***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Prince Edward Island  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** H MV CANADA INC.

**Date and Time of Search:** 2016-12-22 13:04 (Atlantic)  
**Transaction Number:** 14478203  
**Searched By:** W175316

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	2704201	H MV CANADA INC.	Etobicoke

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.  
**Included Column Legend**

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

#### Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.
- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

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### Registration Details for Registration Number: 2704201

**Province or Territory:** Prince Edward Island  
**Registration Type:** PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	2704201	2011-06-27 17:10	2021-06-27	D. Patterson

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
H MV CANADA INC.  
5401 Eglinton Avenue West, Suite 110  
Etobicoke ON M9C 5K6

Canada

**Secured Parties**

Type: Enterprise  
HUK 10 Ltd  
c/o Olympus House  
Olympus Avenue  
Leamington Spa, Warwickshire - CV34 6BF  
United Kingdom

**General Collateral**

A security interest is taken in all of the Debtor's present and after-acquired personal property.

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** New Brunswick  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** H MV CANADA INC.

**Date and Time of Search:** 2017-01-12 11:50 (Atlantic)  
**Transaction Number:** 14543611  
**Searched By:** W175316

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	20270765	H MV CANADA INC.	Etobicoke
*	*	25205519	H MV CANADA INC.	ETOBICOKE
*	*	25205584	H MV CANADA INC.	ETOBICOKE
*	*	25205709	H MV CANADA INC.	ETOBICOKE
*	*	25216144	H MV CANADA INC.	ETOBICOKE
*	*	25227810	H MV CANADA INC.	ETOBICOKE
*	*	25205519	H MV CANADA INC.	ETOBICOKE

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

**Included Column Legend**

- An asterisk (\*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

**Registration Counts**

- 7 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

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**Registration Details for Registration Number: 20270765**

**Province or Territory:** New Brunswick  
**Registration Type:** PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	20270765	2011-06-27 17:08	2021-06-27	D. Patterson

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMV CANADA INC.  
5401 Eglinton Avenue West, Suite 110  
Etobicoke ON M9C 5K6  
Canada

**Secured Parties**

Type: Enterprise  
HUK 10 Ltd  
Olympus House  
Olympus Avenue  
Leamington Spa, Warwickshire - CV34 6BF  
United Kingdom

**General Collateral**

A security interest is taken in all of the Debtor's present and after-acquired personal property.

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**Registration Details for Registration Number: 25205519**

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	25205519	2014-11-26 11:48	2019-11-26	49-122568-AC
Amendment	28427441	2017-01-12 10:14	2019-11-26	49-122568-AC
Amendment	28428480	2017-01-12 11:39	2019-11-26	49-122568-AC

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

**Debtors**

The Debtor below was deleted by registration number 28427441

~~Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada~~

The Debtor below was added by registration number 28427441

The Debtor below was deleted by registration number 28428480

~~Type: Enterprise  
HMV IP HOLDINGS ULC~~

~~#110-5401 EGLINTON AVENUE WEST~~  
~~ETOBICOKE ON M9C5K6~~  
Canada

The Debtor below was added by registration number 28428480

Type: Enterprise  
HMV CANADA INC.  
#110-5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **Secured Parties**

The Secured Party below was deleted by registration number 28428480

~~Type: Enterprise~~  
~~HMV IP HOLDINGS INC.~~  
~~#110-5401 EGLINTON AVENUE WEST~~  
~~ETOBICOKE ON M9C5K6~~  
Canada

The Secured Party below was added by registration number 28428480

Type: Enterprise  
HMV IP HOLDINGS ULC  
#110-5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

### **General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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## **Registration Details for Registration Number: 25205584**

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

### **Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	25205584	2014-11-26 11:51	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

### **Debtors**

Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6

Canada

**Secured Parties**

Type: Enterprise  
WHOLESALE ENTERTAINMENT ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

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**Registration Details for Registration Number: 25205709**

Province or Territory: New Brunswick  
Registration Type: PPSA Financing Statement

**Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	25205709	2014-11-26 11:54	2019-11-26	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

**Debtors**

Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
RETAIL AGENTS 230 LIMITED  
7 RIVER COURT, BRIGHOUSE BUS VLG  
MIDDLESBROUGH - X0X0X0  
UK

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

**Additional Information**

THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED KINGDOM TS21RT

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### Registration Details for Registration Number: 25216144

Province or Territory: New Brunswick  
Registration Type: PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	25216144	2014-11-28 12:46	2019-11-28	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

#### Debtors

Type: Enterprise  
HMY CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

#### Secured Parties

Type: Enterprise  
BANK OF MONTREAL  
1 FIRST CANADIAN PLACE, 11TH FLOOR  
TORONTO ON M5X1A1  
Canada

#### General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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### Registration Details for Registration Number: 25227810

Province or Territory: New Brunswick  
Registration Type: PPSA Financing Statement

#### Registration History

Registration Activity	Registration Number	Date/Time (Atlantic)	Expiry Date	File Number
Original	25227810	2014-12-02 13:25	2019-12-02	49-122568-AC

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.



**Debtors**

Type: Enterprise  
HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**Secured Parties**

Type: Enterprise  
HMV PURE HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C5K6  
Canada

**General Collateral**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

***END OF REPORT***

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Résultats exacts (2)

Nom	Code postal	Nombre de fiches détaillées
 HMV CANADA INC	M5X 1B1	
 HMV CANADA INC	M9C 5K6	

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Noms présentant des similarités (11)

Nom	Code postal	Nombre de fiches détaillées
+ CANADA INC	H4P 1G1	
+ CANADA INC	H4S 1M1	
+ CANADA INC	H9P 2W2	
+ CANADA INC	J1X 6Z6	
+ CANADEAU	G1R 1S4	
+ GROUPE HMV INC	H7X 2K1	
+ GROUPE HMV INC	H7X 3K1	
+ HMV DIGITAL HOLDINGS ULC	V6C 2G8	
+ HMV IP HOLDINGS ULC	V6C 2G8	
+ HMV PURE HOLDINGS ULC	V6C 2G8	
+ HMV TRANSPORT	J7G 1W6	

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme :

HVM CANADA INC

Code Postal :

M5X1B1

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 11-0483421-0002	2011-06-28	12:45

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M5X1B1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0483421-0002	2011-06-28 12:45	2021-06-28
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

**PARTIES**

**Titulaire**

HUK 10 LTD

Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF UK

**Constituant**

HMV CANADA INC.

5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario

M9C 5K6

**Constituant**

HMV CANADA INC.

100 King St. West, 1 First Canadian Place, Suite 4400, Toronto, Ontario M5X 1B1

**BIENS**

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

**Definitions:**

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Titulaire and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Canada Inc. and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor hereby acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications

for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### MENTIONS

#### Somme de l'hypothèque

\$80,000,000 together with interest thereon at the rate of 25% per annum,

calculated semi-annually and not in advance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2011-06-28

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created pursuant to the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

**AVIS D'ADRESSE**

N° 044553



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : **HMV CANADA INC.**

Critère de sélection Nom d'organisme :

**HMV CANADA INC**

Code Postal :

**M9C5K6**

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0039762-0004	2015-01-19	12:52
002	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0039762-0003	2015-01-19	12:52
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0039762-0002	2015-01-19	12:52
004	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0039762-0001	2015-01-19	12:52
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-1179765-0001	2014-12-19	09:00
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 11-0483421-0002	2011-06-28	12:45

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0039762-0004	2015-01-19 12:52	2025-01-19
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HMV IP HOLDINGS ULC 5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario	M9C 5K6
---------------------------------------------------------------------------------	---------

Constituant

HMV CANADA INC. 5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario	M9C 5K6
-----------------------------------------------------------------------------	---------

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts

receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Creditor" means HMV IP Holdings ULC and its successors and assigns.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Creditor and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Canada Inc. and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions,

trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### **MENTIONS**

##### **Somme de l'hypothèque**

\$20,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2015-01-19

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created under the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

The Creditor authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

**AVIS D'ADRESSE**

N° 052252

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0039762-0003	2015-01-19 12:52	2025-01-19
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HMV PURE HOLDINGS ULC  
5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6

Constituant

HMV CANADA INC.  
5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts

receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Creditor" means HMV Pure Holdings ULC and its successors and assigns.

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"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions,

trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

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"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### MENTIONS

##### **Somme de l'hypothèque**

\$20,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.



**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2015-01-19

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created under the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

The Creditor authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

**AVIS D'ADRESSE**

N° 052251

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0039762-0002	2015-01-19 12:52	2025-01-19
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

RETAIL AGENTS 230 LIMITED

7 River Ct, Brighthouse Business Village, Middlesbrough, UK, TS2 1RT

Constituant

HMV CANADA INC.

5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario

M9C 5K6

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts

receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Creditor" means Retail Agents 230 Limited and its successors and assigns.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Creditor and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Canada Inc. and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications

for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### MENTIONS

#### Somme de l'hypothèque

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

calculated semi-annually and not in advance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2015-01-19

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created under the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

The Creditor authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

**AVIS D'ADRESSE**

N° 052250

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0039762-0001	2015-01-19 12:52	2025-01-19
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

WHOLESALE ENTERTAINMENT ULC  
5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6

Constituant

HMV CANADA INC.  
5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts

receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Creditor" means Wholesale Entertainment ULC and its successors and assigns.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Creditor and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Canada Inc. and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications

for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### **MENTIONS**

#### **Somme de l'hypothèque**

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



calculated semi-annually and not in advance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2015-01-19

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created under the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

The Creditor authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

**AVIS D'ADRESSE**

N° 052249

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-1179765-0001	2014-12-19 09:00	2024-12-19
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

BANK OF MONTREAL

100 King Street West, 11th Floor, Toronto, Ontario

M5X 1A1

Constituant

HMV CANADA INC.

5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario

M9C 5K6

BIENS

I) All of the Debtor's movable property, present and future, corporeal and incorporeal, of every nature and kind and wherever situated (the "Hypothecated Property"). The Hypothecated Property includes, without limitation:

(a) Inventory. All inventory of every nature and kind of the Debtor whether in its possession, in transit or held on its behalf, including all raw materials, work in process, finished goods, packaging materials and other materials used or consumed in carrying on the Debtors' business, and all bills of lading and other documents of title respecting such inventory (the "Inventory");

(b) Accounts Receivable, Claims, Contract Rights and Rights of Action. All accounts receivable and other claims and payment intangibles of every nature and kind of the Debtor and all its rights under contracts with third parties and rights of action against third parties, together with all hypothecs, suretyships, security and other accessories (the "Claims" and individually a "Claim");

(c) Equipment and Vehicles. All equipment and goods of the Debtor that does not constitute Inventory, including all machinery, tools, furniture, rolling stock and vehicles of the Debtor;

(d) Securities. All shares, units or other ownership interests in any person and all warrants, bonds, debentures and other obligations considered or acknowledged as securities, as well as all assets defined as "securities", "financial assets" or "security entitlements" in An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Quebec) or in any similar legislation under applicable law of any other relevant jurisdiction (the "Securities");

(e) Intellectual Property. All the intellectual property of every nature of the Debtor, including all registered and unregistered copyrights, trademarks and trade names, all patents and industrial designs, all applications and rights of the Debtor relating to the intellectual property and all know-how, trade secrets and inventions of the Debtor; and

(f) Other Property. All the other movable property of the Debtor including its rights, privileges and benefits under all permits, licences, grants, quotas and subsidies necessary or useful for the conduct of its business, and all the goodwill associated with the Debtor's business.

II) The Hypothecated Property includes, without limiting the charges arising by the mere operation of law:

(a) the product of any sale, lease, rental or other disposition of any Hypothecated Property, as well as any Claim resulting from such operations;

(b) the proceeds, fruits and revenues of the Hypothecated Property, including all insurance or expropriation indemnities payable with respect to such property;

(c) all titles, documents, registers, invoices and accounts evidencing the Hypothecated Property or relating thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;

(d) in the case of Claims, those resulting from insurance contracts on the Debtor's other property;

(e) in the case of Securities, all the substitutions and additions and all other property received or issued on account of any Securities; and

(f) the property (including money and non-cash proceeds) that replaces that which is already charged by the hypothec created under the Deed, to the extent the former is not otherwise hypothecated pursuant to the Deed or by operation of law.

For the purposes hereof, the following terms shall have the meanings attributed to them hereunder:

"Credit Agreement" means the credit agreement dated on or about December 22, 2014 between, among others, the Secured Party as lender and the Debtor as borrower (as the same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time);

"Debtor" means HMV Canada Inc.;

"Deed" means the deed of movable hypothec creating the hypothec published hereby and referred to under the Section entitled "Référence à l'acte constitutif" below;

"Event of Default" has the meaning ascribed to it in the Credit Agreement; and

"Secured Party" means Bank of Montreal.

#### **MENTIONS**

##### **Somme de l'hypothèque**

\$37,500,000, with interest from the date of the Deed at the rate of 25% per annum, calculated daily and compounded monthly, with interest on overdue interest calculated at the same rate and in the same manner.

##### **Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2014-12-19

**Autres mentions :**

Except as otherwise provided in the Deed, the Debtor is authorized to collect all Claims until such authorization is revoked by the Secured Party following the occurrence and continuance of an Event of Default by notice to the Debtor and the debtor(s) of the Claims.

All capitalized terms shall have the meanings ascribed to them under the Section entitled "Biens" above.

**AVIS D'ADRESSE**

N° 021084

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV CANADA INC Code Postal : M9C5K6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0483421-0002	2011-06-28 12:45	2021-06-28
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HUK 10 LTD

Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF UK

Constituant

HMV CANADA INC.

5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario

M9C 5K6

Constituant

HMV CANADA INC.

100 King St. West, 1 First Canadian Place, Suite 4400, Toronto, Ontario M5X 1B1

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Titulaire and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Canada Inc. and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor hereby acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications

for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### MENTIONS

#### Somme de l'hypothèque

\$80,000,000 together with interest thereon at the rate of 25% per annum,

calculated semi-annually and not in advance.

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2011-06-28

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created pursuant to the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

**AVIS D'ADRESSE**

N° 044553



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : H MV CANADA INC.

Critère de sélection Nom d'organisme :  
GROUPE H MV INC  
Code Postal :  
H7X2K1

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 14-0924258-0007	2014-10-02	12:28

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X2K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0924258-0007	2014-10-02 12:28	2018-10-01
DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS		

PARTIES

Locateur

Subaru Rive-Nord 4530 Rue Ambroise Lafortu, Boisbriand, QC	J7H 1S6
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Cessionnaire

Toyota Credit Canada Inc. 80 Micro Court Suite 200, Markham, ON	L3R 9Z5
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Locataire

GROUPE HMY INC. 242 ROSARIO, LAVAL, QC	H7X 2K1
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BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 4S4BSCDC2F3224141	2015	SUBARU OUT-FD2TP

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2014-09-29

Lieu : Boisbriand QC

La cession vise tous les droits

Autres mentions :

REF: (5L0001472162 / ONTC1F2134963-1 / 9024078)

AVIS D'ADRESSE

N° 017813

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme :

GROUPE HVM INC

Code Postal :

H7X3K1

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS 16-0339801-0051	2016-04-18	12:20
002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 15-1207161-0002	2015-12-14	09:00
003	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-1207161-0001	2015-12-14	09:00
004	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 15-0702785-0002	2015-07-24	09:00
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 15-0702785-0001	2015-07-24	09:00
006	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 14-0735566-0002	2014-08-11	09:45
	CONSERVATION D'HYPOTHÈQUE 16-0265326-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265326-0001	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265296-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265296-0001	2016-03-30	09:00
007	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 14-0735566-0001	2014-08-11	09:45
	CONSERVATION D'HYPOTHÈQUE 16-0265326-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265326-0001	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265296-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265296-0001	2016-03-30	09:00
008	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION 13-1111408-0002	2013-12-16	14:24
	CONSERVATION D'HYPOTHÈQUE 16-0265295-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265295-0001	2016-03-30	09:00
009	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 13-1111408-0001	2013-12-16	14:24
	CONSERVATION D'HYPOTHÈQUE 16-0265295-0002	2016-03-30	09:00
	ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE 16-0265295-0001	2016-03-30	09:00

010	RÉSERVE DE PROPRIÉTÉ ET CESSIION DE LA RÉSERVE 12-0228921-0010	2012-03-29 13:44
	RECTIFICATION D'UNE INSCRIPTION 14-0172695-0001	2014-03-06 09:00
	Assignment of rights 13-0330730-0001	2013-04-26 09:00
	Assignment of rights 13-0323461-0001	2013-04-24 11:48
	RECTIFICATION D'UNE INSCRIPTION 12-0435957-0001	2012-06-01 10:06
	Assignment of rights 12-0391794-0001	2012-05-18 09:21

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0339801-0051	2016-04-18 12:20	2022-04-12

DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS

PARTIES

Locateur

1850-9315 Quebec Inc

12 AUTO PLAZA, Pointe-Claire, PQ

H9R 4W6

Cessionnaire

Toyota Credit Canada Inc.

80 Micro Court Suite 200, Markham, ON

L3R 9Z5

Locataire

GROUPE HMY INC.

242 ROSARIO, LAVAL, QC

H7X 3K1

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade		
	4T1BF1FKXGU196825	2016	TOYOTA CAMRY

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-04-12

Lieu : Pointe-Claire QC

La cession vise tous les droits

Autres mentions :

REF: (5L0001609814 / ONTC1F2376703-1 / 9831382)

AVIS D'ADRESSE

N° 017813

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-1207161-0002	2015-12-14 09:00	2025-12-07
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

PARTIES

Titulaire

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

Constituant

Groupe HVM Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following :

All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-FIVE (5 115 435) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2238 Schulz Street, in the City of Saint-Jérôme, Province of Québec, J7Y 0J9.

MENTIONS

Somme de l'hypothèque

Amount of hypothec : \$1,215,024.00

Interest Rate: 2.37%

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2015-12-07

Lieu : Montréal

N° de minute : 3138

Nom du notaire : MOREL, Sophie, notaire

Autres mentions :

The amount of hypothec referred to in section 21 includes an additional hypothec of \$202,504.00

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-1207161-0001	2015-12-14 09:00	2025-12-07
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

Constituant

Groupe HVM Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following :

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

(a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition;

(b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable;

(c) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein; and

(d) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings.

Including all present or future immovables by nature, immovables by attachment or incorporation, and property united by accession, located or to be incorporated in the future on the immovable hereinabove described, and that are considered immovables according to law.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-FIVE (5 115 435) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2238 Schulz Street, in the City of Saint-Jérôme, Province of Québec, J7Y 0J9.

#### **MENTIONS**

##### **Somme de l'hypothèque**

Amount of hypothec : \$1,215,024.00

Interest Rate: 2.37%

##### **Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute

Date : 2015-12-07

Lieu : Montréal

N° de minute : 3138

Nom du notaire : MOREL, Sophie, notaire

##### **Autres mentions :**

The amount of hypothec referred to in section 21 includes an additional hypothec of \$202,504.00

#### **AVIS D'ADRESSE**

N° 012855



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0702785-0002	2015-07-24 09:00	2025-07-17
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

PARTIES

Titulaire

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

Constituant

Groupe HMV Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following :

All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-SIX (4 032 156) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2242 Schulz Street, in the City of Saint-Jérôme, Province of Québec, J7Y 5L2

MENTIONS

Somme de l'hypothèque

Amount of hypothec : 1,215,024.00\$

Interest Rate: 2.17%

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2015-07-17

Lieu : Montréal

N° de minute : 2 979

Nom du notaire : MOREL, Sophie, Notary

Autres mentions :

The amount of hypothec referred to in section 21 includes an additional hypothec of 202,504.00\$.

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
15-0702785-0001	2015-07-24 09:00	2025-07-17
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

Constituant

Groupe HVM Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following :

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

(a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition;

(b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable;

(c) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein; and

(d) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings.

Including all present or future immovables by nature, immovables by attachment or incorporation, and property united by accession, located or to be incorporated in the future on the immovable hereinabove described, and that are considered immovables according to law.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-SIX (4 032 156) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2242 Schulz Street, in the City of Saint-Jérôme, Province of Québec, J7Y 5L2

#### **MENTIONS**

##### **Somme de l'hypothèque**

Amount of hypothec : 1,215,024.00\$

Interest Rate: 2.17%

##### **Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute

Date : 2015-07-17

Lieu : Montréal

N° de minute : 2 979

Nom du notaire : MOREL, Sophie, Notary

##### **Autres mentions :**

The amount of hypothec referred to in section 21 includes an additional hypothec of 202,504.00\$.

#### **AVIS D'ADRESSE**

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

Fiche 006 - Détail de l'inscription 1 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0735566-0002	2014-08-11 09:45	2024-08-08
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

PARTIES

Titulaire

PEOPLES TRUST COMPANY

123 Front Street West, Suite 901, Toronto, Ontario

M5J 2M2

Constituant

GROUPE HMV INC.

242 Rosario Street, Laval, Quebec

H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following:

All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number four million thirty-two thousand one hundred fifty-five (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 5B4.

MENTIONS

Somme de l'hypothèque

Amount of hypothec: 1 254 240,00\$

Interest Rate: 2.80%

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2014-08-08

Lieu : Montréal

N° de minute : 16 840

Nom du notaire : GRENIER, Raymond, notary

Autres mentions :

The amount of hypothec referred to in section 21 includes an additional hypothec of 2 090 040,00\$.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0265296-0001	2016-03-30 09:00

ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE  
16-0265296-0002  
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE  
16-0265326-0001  
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE  
16-0265326-0002  
CONSERVATION D'HYPOTHÈQUE

2016-03-30 09:00

2016-03-30 09:00

2016-03-30 09:00

**AVIS D'ADRESSE**

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 006 - Détail de l'inscription 2 (de 5)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265326-0002 2016-03-30 09:00  
CONSERVATION D'HYPOTHÈQUE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HMY INC.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-FIVE (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

Fiche 006 - Détail de l'inscription 3 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265326-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
--------------------	---------	------------

Acquéreur

Noura	BABIKIAN	1962-09-05
-------	----------	------------

Acquéreur

A.S.N. S.E.N.C		
3445 Geoffrion Street, Montréal, Quebec		H7K 2V1

Constituant

GROUPE HVM INC.		
242 Rosario Street, Laval, Québec		H7X 3K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 006 - Détail de l'inscription 4 (de 5)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265296-0002 2016-03-30 09:00  
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HMY INC.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-FIVE (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 006 - Détail de l'inscription 5 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265296-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
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Acquéreur

Noura	BABIKIAN	1962-09-05
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Acquéreur

A.S.N. S.E.N.C		
3445 Geoffrion Street, Montréal, Quebec		H7K 2V1

Constituant

GROUPE HMY INC.		
242 Rosario Street, Laval, Québec		H7X 3K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

Fiche 007 - Détail de l'inscription 1 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
14-0735566-0001	2014-08-11 09:45	2024-08-08
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

PEOPLES TRUST COMPANY

123 Front Street West, Suite 901, Toronto, Ontario

M5J 2M2

Constituant

GROUPE HMV INC.

242 Rosario Street, Laval, Quebec

H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following:

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

(a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

(b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable, or other businesses operated therein together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

(c) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ; and

(d)All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings.

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number four million thirty-two thousand one hundred fifty-five (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 5B4.

**MENTIONS**

**Somme de l'hypothèque**

Amount of hypothec: 1 254 240,00\$

Interest Rate: 2.80%

**Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute

Date : 2014-08-08

Lieu : Montréal

N° de minute : 16 840

Nom du notaire : GRENIER, Raymond, notary

**Autres mentions :**

The amount of hypothec referred to in section 21 includes an additional hypothec of 2 090 040,00\$

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
16-0265296-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	
16-0265296-0002	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	
16-0265326-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	
16-0265326-0002	2016-03-30 09:00
CONSERVATION D'HYPOTHÈQUE	

**AVIS D'ADRESSE**

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

Fiche 007 - Détail de l'inscription 2 (de 5)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265326-0002 2016-03-30 09:00  
CONSERVATION D'HYPOTHÈQUE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HMV INC.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-FIVE (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

Fiche 007 - Détail de l'inscription 3 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265326-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
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Acquéreur

Noura	BABIKIAN	1962-09-05
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Acquéreur

A.S.N. S.E.N.C		
3445 Geoffrion Street, Montréal, Quebec		H7K 2V1

Constituant

GROUPE HMV INC.		
242 Rosario Street, Laval, Québec		H7X 3K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 007 - Détail de l'inscription 4 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265296-0002	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
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Acquéreur

Noura	BABIKIAN	1962-09-05
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Acquéreur

A.S.N. S.E.N.C		
3445 Geoffrion Street, Montréal, Quebec		H7K 2V1

Constituant

GROUPE HMY INC.		
242 Rosario Street, Laval, Québec		H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being lot number FOUR MILLION THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-FIVE (4 032 155) of the Cadastre of Quebec, Registration Division of Terrebonne.

Address: 2254 Schulz Street, in the City of Saint-Jérôme, province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 007 - Détail de l'inscription 5 (de 5)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265296-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY

Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
--------------------	---------	------------

Acquéreur

Noura	BABIKIAN	1962-09-05
-------	----------	------------

Acquéreur

A.S.N. S.E.N.C

3445 Geoffrion Street, Montréal, Quebec	H7K 2V1
-----------------------------------------	---------

Constituant

GROUPE HMY INC.

242 Rosario Street, Laval, Québec	H7X 3K1
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MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
14-0735566-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
14-0735566-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

**Fiche 008 - Détail de l'inscription 1 (de 3)**

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-1111408-0002	2013-12-16 14:24	2023-12-13
HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION		

**PARTIES**

**Titulaire**

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

**Constituant**

Groupe HVM Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

**BIENS**

The Constituant hypothecates in favour of the Titulaire the following:

All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities; The movables hereinabove mentioned in connection with the following property.

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the original lot number ONE THOUSAND FOUR HUNDRED SEVENTY-SEVEN (1 477) of the Cadastre of the Parish of Saint-Jérôme, Registration Division of Terrebonne.

Address: 2250 Schulz Street, in the City of Saint-Jérôme, Province of Quebec, J7Y 5B4.

**MENTIONS**

**Somme de l'hypothèque**

Amount of hypothec: 1,210,320.00\$  
Interest Rate: 20%

**Référence à l'acte constitutif**

Forme de l'acte : Notarié en minute  
Date : 2013-12-13  
Lieu : Montréal  
N° de minute : 16314  
Nom du notaire : GRENIER, Raymond, notaire

**Autres mentions :**

The amount of hypothec referred to in section 21 includes an additional hypothec of 201,720.00\$.

**REMARQUES**

INSCRIPTION	DATE-HEURE-MINUTE
16-0265295-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	
16-0265295-0002	2016-03-30 09:00

CONSERVATION D'HYPOTHÈQUE

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 008 - Détail de l'inscription 2 (de 3)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265295-0002 2016-03-30 09:00  
CONSERVATION D'HYPOTHEQUE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HMY INC.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the lot number FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-THREE (5 115 433) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2250 Schulz Street, in the City of Saint-Jérôme, Province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
13-1111408-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-1111408-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

Fiche 008 - Détail de l'inscription 3 (de 3)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265295-0001 2016-03-30 09:00  
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HVM INC.  
242 Rosario Street, Laval, Québec H7X 3K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-1111408-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-1111408-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

Fiche 009 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
13-1111408-0001	2013-12-16 14:24	2023-12-13
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

Peoples Trust Company  
Citigroup Place, 123 Front Street West, Suite 901, Toronto, Ontario M5J 2M2

Constituant

Groupe HVM Inc.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The Constituant hypothecates in favour of the Titulaire the following:

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

d) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the original lot number ONE THOUSAND FOUR HUNDRED SEVENTY-SEVEN (1 477) of the Cadastre of the Parish of Saint-Jérôme, Registration Division of Terrebonne.

Address: 2250 Schulz Street, in the City of Saint-Jérôme, Province of Quebec, J7Y 5B4.

#### MENTIONS

##### Somme de l'hypothèque

Amount of hypothec: 1,210,320.00\$

Interest Rate: 20%

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2013-12-13

Lieu : Montréal

N° de minute : 16314

Nom du notaire : GRENIER, Raymond, notaire

##### Autres mentions :

The amount of hypothec referred to in section 21 includes an additional hypothec of 201,720.00\$.

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0265295-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	
16-0265295-0002	2016-03-30 09:00
CONSERVATION D'HYPOTHÈQUE	

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HVM INC Code Postal : H7X3K1

Fiche 009 - Détail de l'inscription 2 (de 3)

INSCRIPTION DATE-HEURE-MINUTE  
16-0265295-0002 2016-03-30 09:00  
CONSERVATION D'HYPOTHÈQUE

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN Arosiak Mayda 1953-07-09

Acquéreur

BABIKIAN SAHAGUIAN Zovinar 1955-08-27

Acquéreur

Noura BABIKIAN 1962-09-05

Acquéreur

A.S.N. S.E.N.C  
3445 Geoffrion Street, Montréal, Quebec H7K 2V1

Constituant

GROUPE HVM INC.  
242 Rosario Street, Laval, Québec H7X 3K1

BIENS

The universality of all the movable property belonging to the Borrower, present and future, now in or on, or hereafter brought in, on or upon the immovable and all rights and assets, present and future, connected with the immovable and the said movable property or pertaining thereto, as well as all fruits and revenues from the immovable and said movable property and those acquired in replacement thereof (the "Movables"), and, without limiting the generality of the foregoing, including the following:

a) All movable property now or hereafter situated in or on the immovable and which will be used for the operation, administration, maintenance, management, cleaning, landscaping, snow removal, security, repairs and improvements to the immovable or other business activities carried out in or on the immovable including, without limitation, all refrigerators, stoves, washers and dryers, dishwashers and all machinery, inventory, computer equipment, software, furniture, furnishings, tenant improvements together with all movable property acquired in substitution or replacement thereof, the proceeds of any sale, lease or other disposition of such property and any claim resulting from such sale, lease or other disposition ;

b) All revenues deriving from the immovable or from the other businesses operated therein and all other revenues, cash flows, claims, deposits in any bank accounts and other present and future sums of money deriving from the immovable or other businesses operated therein

together with all expropriation indemnities and all proceeds of insurance policies under policies relating to any of the immovable herein described and any consideration payable in respect of any loss incurred with respect to the revenues or other assets connected with the businesses operated in, or upon the immovable ;

c) All amounts accumulated by the Lender for the payment of taxes and all interest thereon, if any, and all abatements of reimbursements received from any authorities;

d) Any and all stock, names, trademarks, patents, licences and permits and all other rights or intellectual property, present or future, used in connection with the immovable or other businesses operated therein ;

e) All service, maintenance, management, development or other contracts or agreements relating to the immovable or other business operated therein, all leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents relating to the immovable or other businesses operated therein and all right, title and interest in such service, maintenance, management, development or other contracts, leases, offers to lease and all letters of credit and/or rental deposits in connection with such leases and offers to lease, titles, registers, invoices, accounts and other documents and in all representations, warranties and undertakings

The movables hereinabove mentioned in connection with the following property:

An immovable fronting on Schulz Street, in the City of Saint-Jérôme, known and designated as being the lot number FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-THREE (5 115 433) of the Cadastre of Québec, Registration Division of Terrebonne.

Address: 2250 Schulz Street, in the City of Saint-Jérôme, Province of Quebec, J7Y 0J9.

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
13-1111408-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-1111408-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

##### Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2016-03-17

Lieu : Montréal

N° de minute : 17 890

Nom du notaire : GRENIER, Raymond, notaire

#### AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 009 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0265295-0001	2016-03-30 09:00
ASSUMATION D'UNE HYPOTHÈQUE MOBILIÈRE	

PARTIES

Titulaire

PEOPLES TRUST COMPANY  
Citigroup Place, 123 Front Street West, Suite 901, Toronto (Ontario) M5J 2M2

Acquéreur

BABIKIAN	Arosiak Mayda	1953-07-09
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Acquéreur

BABIKIAN SAHAGUIAN	Zovinar	1955-08-27
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Acquéreur

Noura	BABIKIAN	1962-09-05
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Acquéreur

A.S.N. S.E.N.C		
3445 Geoffrion Street, Montréal, Quebec		H7K 2V1

Constituant

GROUPE HMY INC.		
242 Rosario Street, Laval, Québec		H7X 3K1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
13-1111408-0001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
13-1111408-0002	HYPOTHÈQUE CONVENTIONNELLE AVEC DÉPOSSESSION

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute  
Date : 2016-03-17  
Lieu : Montréal  
N° de minute : 17 890  
Nom du notaire : GRENIER, Raymond, notaire

AVIS D'ADRESSE

N° 012855

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMV INC Code Postal : H7X3K1

Fiche 010 - Détail de l'inscription 1 (de 6)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0228921-0010	2012-03-29 13:44	2018-03-16
RÉSERVE DE PROPRIÉTÉ ET CESSIION DE LA RÉSERVE		

PARTIES

Vendeur

PLAZA CHEVROLET BUICK GMC CADILLAC INC. 10480 BOUL HENRI BOURASSA OUEST, ST LAURENT, QC	H4S 1N6
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Cessionnaire

Ally Crédit Canada Limitée 900-3333, boulevard De La Côte-Vertu, Montreal, QC	H4R 2N1
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Cessionnaire

Ally Credit Canada Limited 3333 Cote Vertu Boulevard, Suite 900, Montreal, QC	H4R 2N1
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Acheteur

GROUPE HMV INC 242 ROSARIO, LAVAL, QC	H7X 3K1
------------------------------------------	---------

Acheteur

VARVARIAN	HRAIR	1970-04-22
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BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 1GTN1TEX7CZ129704	2012	GMC SIERRA

Autres biens :

AND ALL PROCEEDS THEREFROM

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2012-03-16  
Lieu : ST LAURENT, QC

La cession vise tous les droits

Autres mentions :

REF: (319 HO 2000216126 / BCGM1F4327870-1 / 7616383)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
12-0391794-0001	2012-05-18 09:21
Assignment of rights	
13-0323461-0001	2013-04-24 11:48
Assignment of rights	
13-0330730-0001	2013-04-26 09:00

Assignment of rights

14-0172695-0001

2014-03-06 09:00

RECTIFICATION D'UNE INSCRIPTION

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

**Fiche 010 - Détail de l'inscription 2 (de 6)**

INSCRIPTION	DATE-HEURE-MINUTE
14-0172695-0001	2014-03-06 09:00
RECTIFICATION D'UNE INSCRIPTION	

**PARTIES**

**Assignor**

ROYAL CREDIT SERVICES INC.  
200 Bay Street, 9th Floor, Royal Bank Plaza, South Tower, Toronto ON M5J 2J5

**Assignor**

SERVICES DE CRÉDIT ROYAL INC.  
200 Bay Street, 9th Floor, Royal Bank Plaza, South Tower, Toronto ON M5J 2J5

**Assignor**

ROYAL CREDIT SERVICES INC. / SERVICES DE CRÉDIT ROYAL INC.  
200 Bay Street, 9th Floor, Royal Bank Plaza, South Tower, Toronto ON M5J 2J5

**Assignor**

SERVICES DE CRÉDIT ROYAL INC. / ROYAL CREDIT SERVICES INC.  
200 Bay Street, 9th Floor, Royal Bank Plaza, South Tower, Toronto ON M5J 2J5

**Assignee**

ROYAL BANK OF CANADA  
155 Wellington Street West, 19th Floor, Toronto, Ontario M5V 3K7

**MENTIONS**

**Référence à l'inscription visée**

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

**Objet de la rectification :**

The registration numbers listed under the heading "Référence à l'inscription visée" should also appear under the heading "Référence à l'inscription visée" of the assignment of rights registered under number 13-0313165-0001.

**Autres mentions :**

AUTRES RÉFÉRENCES À L'INSCRIPTION VISÉE :  
11-0825460-0029  
11-0845650-0007  
12-0142345-0059



12-0146431-0072  
12-0157411-0074  
12-0185523-0076  
12-0359715-0015

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

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

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

**Fiche 010 - Détail de l'inscription 3 (de 6)**

**INSCRIPTION**

**DATE-HEURE-MINUTE**

13-0330730-0001

2013-04-26 09:00

Assignment of rights

**PARTIES**

**Assignor**

3255328 NOVA SCOTIA COMPANY

1300-1969 Upper Water Street, Halifax, Nova Scotia

B3J 3R7

**Assignor**

3255329 NOVA SCOTIA COMPANY

1300-1969 Upper Water Street, Halifax, Nova Scotia

B3J 3R7

**Assignee**

ROYAL BANK OF CANADA

155 Wellington Street West, 19th Floor, Toronto, Ontario

M5V 3K7

**BIENS**

All right, title and interest of 3255328 Nova Scotia Company ("Sub1") and of 3255329 Nova Scotia Company ("Sub2") in and to the reservations of ownership which were previously assigned by Canadian Asset Monetization Partnership (the "Partnership") to Royal Bank of Canada ("Parent"), Sub1 and Sub2, as partners of the Partnership, as appears from the registration made at the Register of Personal and Movable Real Rights ("RPMRR") under number 13-0323461-0001.

As a result of the foregoing, Royal Bank of Canada is the sole holder of all rights in respect of the said reservations of ownership.

For greater certainty, the reservations of ownership referred to above are the reservations of ownership securing claims forming part of the universality of claims assigned by Sub1 and Sub2 to Parent on February 28, 2013, which assignment of universality of claims was registered at the RPMRR on April 24, 2013 under number 13-0323419-0001.

**MENTIONS**

**Référence à l'inscription visée**

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

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2013-02-28

REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

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

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

**Fiche 010 - Détail de l'inscription 4 (de 6)**

INSCRIPTION	DATE-HEURE-MINUTE
13-0323461-0001	2013-04-24 11:48
Assignment of rights	

**PARTIES**

**Assignor**

CANADIAN ASSET MONETIZATION PARTNERSHIP c/o Torys LLP, Suite 3000, 79 Wellington Street West, Toronto, ON	M5K 1N2
--------------------------------------------------------------------------------------------------------------	---------

**Assignee**

ROYAL BANK OF CANADA 155 Wellington Street West, 19th Floor, Toronto, Ontario	M5V 3K7
----------------------------------------------------------------------------------	---------

**Assignee**

3255328 NOVA SCOTIA COMPANY 1300-1969 Upper Water Street, Halifax, Nova Scotia	B3J 3R7
-----------------------------------------------------------------------------------	---------

**Assignee**

3255329 NOVA SCOTIA COMPANY 1300-1969 Upper Water Street, Halifax, Nova Scotia	B3J 3R7
-----------------------------------------------------------------------------------	---------

**BIENS**

All right, title and interest of Canadian Asset Monetization Partnership (the "Partnership") in and to the reservations of ownership which were previously assigned to the Partnership by Ally Credit Canada Limited and which are listed under the heading "Référence à l'inscription visée".

Each of Royal Bank of Canada, 3255328 Nova Scotia Company and 3255329 Nova Scotia Company (collectively, the "Partners") acquired an undivided interest in the aforementioned reservations of ownership in accordance with such Partner's Partnership Percentage (as defined in the partnership agreement of the Partnership dated as of July 24, 2011, as amended and supplemented). For greater certainty, the Partnership Percentages acquired by the Partners collectively equal 100% of the undivided interests in such reservations of ownership.

For greater certainty, the reservations of ownership referred to above are the reservations of ownership securing claims forming part of the universality of claims assigned by the Partnership to the Partners on February 28, 2013, which assignment of universality of claims was registered at the RPMRR on April 22, 2013 under number 13-0314138-0001.

**MENTIONS**

**Référence à l'inscription visée**

*****	
*	*
* En raison du nombre élevé d'inscriptions visées,	*
* leur numéro n'est pas affiché.	*
*	*
* Pour obtenir un état de l'inscription ou une copie de la réquisition	*

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

#### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2013-02-28

#### Autres mentions :

The Sale and Servicing Agreement dated as of July 15, 2011 between the Partnership, as purchaser, and Ally Credit Canada Limited, as seller, servicer and custodian (the "Servicer"), has been terminated and consequently the Servicer is no longer empowered to take any and all reasonable steps in its name or on its behalf necessary or desirable to collect all amounts due under any and all reservations of ownership or other rights referred to under the registrations listed herein under the heading "Référence à l'inscription visée" nor to execute and deliver in respect of same, on behalf of the Partnership, any instruments of satisfaction or cancellation, or of partial or full release or discharge, or other comparable instruments.

#### REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

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

#### AVIS D'ADRESSE

N° 048504

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 010 - Détail de l'inscription 5 (de 6)

INSCRIPTION DATE-HEURE-MINUTE  
12-0435957-0001 2012-06-01 10:06  
RECTIFICATION D'UNE INSCRIPTION

PARTIES

Assignor

ALLY CREDIT CANADA LIMITED  
3300 Bloor Street West, Suite 2800, Toronto, Ontario M8X 2X5

Assignor

ALLY CRÉDIT CANADA LIMITÉE  
3300 Bloor Street West, Suite 2800, Toronto, Ontario M8X 2X5

Assignor

ALLY CREDIT CANADA LIMITED/ALLY CRÉDIT CANADA LIMITÉE  
3300 Bloor Street West, Suite 2800, Toronto, Ontario M8X 2X5

Assignor

ALLY CRÉDIT CANADA LIMITÉE/ALLY CREDIT CANADA LIMITED  
3300 Bloor Street West, Suite 2800, Toronto, Ontario M8X 2X5

Assignee

CANADIAN ASSET MONETIZATION PARTNERSHIP  
c/o Torys LLP, Suite 3000, 79 Wellington Street West, P.O. Box 270, M5K 1N2

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
12-0391794-0001	Assignment of rights
12-0157613-0004	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE
12-0177630-0015	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE
12-0206200-0003	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE
12-0214927-0005	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE
12-0210422-0002	RÉSERVE DE PROPRIÉTÉ ET CESSION DE LA RÉSERVE

Objet de la rectification :

To add the following registration numbers under section "Référence à l'inscription visée" of registration number 12-0391794-0001:

12-0157613-0004  
12-0177630-0015  
12-0206200-0003  
12-0214927-0005  
12-0210422-0002

Autres mentions :

The complete address of Canadian Asset Monetization Partnership is the following: c/o Torys LLP, Suite 3000, 79 Wellington Street West, P.O. Box 270, TD Centre, Toronto, Ontario, M5K 1N2.

# REMARQUES

Inscriptions de radiation - Quant à l'inscription visée

14-0130080-0044	2014-02-20 09:00	Radiation quant à	12-0210422-0002
16-0000944-0016	2016-01-05 09:00	Radiation quant à	12-0206200-0003
16-1037179-0009	2016-10-24 09:00	Radiation quant à	12-0177630-0015

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : GROUPE HMY INC Code Postal : H7X3K1

Fiche 010 - Détail de l'inscription 6 (de 6)

INSCRIPTION	DATE-HEURE-MINUTE
12-0391794-0001	2012-05-18 09:21
Assignment of rights	

PARTIES

Assignor

ALLY CREDIT CANADA LIMITED 3300 Bloor Street West, Suite 2800, Toronto, Ontario	M8X 2X5
------------------------------------------------------------------------------------	---------

Assignor

ALLY CRÉDIT CANADA LIMITÉE 3300 Bloor Street West, Suite 2800, Toronto, Ontario	M8X 2X5
------------------------------------------------------------------------------------	---------

Assignor

ALLY CREDIT CANADA LIMITED/ALLY CRÉDIT CANADA LIMITÉE 3300 Bloor Street West, Suite 2800, Toronto, Ontario	M8X 2X5
---------------------------------------------------------------------------------------------------------------	---------

Assignor

ALLY CRÉDIT CANADA LIMITÉE/ALLY CREDIT CANADA LIMITED 3300 Bloor Street West, Suite 2800, Toronto, Ontario	M8X 2X5
---------------------------------------------------------------------------------------------------------------	---------

Assignee

CANADIAN ASSET MONETIZATION PARTNERSHIP c/o Torys LLP, Suite 3000, 79 Wellington Street West, P.O. Box 270,	M5K 1N2
----------------------------------------------------------------------------------------------------------------	---------

BIENS

All of Ally Credit Canada Limited (the "Seller")'s right, title and interest in and to the reservations of ownership registered at the Register of Personal and Movable Real Rights ("RPMRR") under the numbers appearing under the heading "Référence à l'inscription visée".

For greater certainty, the reservations of ownership referred to above are the reservations of ownership securing claims forming part of the universality of claims assigned by the Seller to Canadian Asset Monetization Partnership on May 17, 2012, which assignment of universality of claims was registered at the RPMRR on May 17, 2012 under number 12-0388779-0001.

MENTIONS

Référence à l'inscription visée

\*\*\*\*\*

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



\*\*\*\*\*

### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2012-05-17

Lieu : Toronto, Ontario

### Autres mentions :

Under the Sale and Servicing Agreement dated as of July 15, 2011 between Canadian Asset Monetization Partnership, as purchaser, and Ally Credit Canada Limited, as seller, servicer and custodian, Ally Credit Canada Limited, in its capacity as servicer, is authorized and empowered to take any and all reasonable steps in its name and on its behalf necessary or desirable to collect all amounts due under any and all reservations of ownership referred to herein under the heading "Biens" and to execute and deliver in respect of same, on behalf of Canadian Asset Monetization Partnership, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments.

Canadian Asset Monetization Partnership is a limited partnership formed under the laws of Ontario.

The complete address of Canadian Asset Monetization Partnership is the following: c/o Torys LLP, Suite 3000, 79 Wellington Street West, P.O. Box 270, TD Centre, Toronto, Ontario, M5K 1N2.

### REMARQUES

INSCRIPTION

DATE-HEURE-MINUTE

12-0435957-0001

2012-06-01 10:06

RECTIFICATION D'UNE INSCRIPTION

Inscriptions de radiation - Quant à l'inscription visée

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

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : **HMV CANADA INC.**

Critère de sélection Nom d'organisme :  
**HMV DIGITAL HOLDINGS ULC**  
Code Postal :  
**V6C2G8**

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 12-0020841-0003	2012-01-12	11:10

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV DIGITAL HOLDINGS... Code Postal : V6C2G8

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0020841-0003	2012-01-12 11:10	2022-01-12
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HUK 10 LTD

Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF UK

Constituant

HMV DIGITAL HOLDINGS ULC

1900 - 355 Burrard Street, Vancouver, British Columbia

V6C 2G8

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts

receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"Contractual Rights" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"Deed of Hypothec" means the Deed of Hypothec entered into between the Grantor and the Titulaire and herein referred to under the heading "Référence à l'acte constitutif" and all amendments, replacements, restatements, supplements and substitutions thereto.

"Equipment" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"Governmental Authority" means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

"Grantor" means HMV Digital Holdings ULC and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"Hypothecated Securities" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated under the Deed of Hypothec shall include all securities, security entitlements and financial assets as such terms are used in the Act Respecting the transfer of Securities and the Establishment of Security Entitlements (Québec).

"Insurance Policies" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"Intellectual Property" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of

integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"Inventory" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### **MENTIONS**

##### **Somme de l'hypothèque**

\$80,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.

##### **Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2011-12-28

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created pursuant to the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

**AVIS D'ADRESSE**

N° 044553

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : **HMV CANADA INC.**

Critère de sélection Nom d'organisme :  
**HMV IP HOLDINGS ULC**  
Code Postal :  
**V6C2G8**

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 12-0020841-0001	2012-01-12	11:10

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMV CANADA INC.

Critère de sélection Nom d'organisme : HMV IP HOLDINGS ULC Code Postal : V6C2G8

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0020841-0001	2012-01-12 11:10	2022-01-12
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HUK 10 LTD

Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF UK

Constituant

HMV IP HOLDINGS ULC

1900 - 355 Burrard Street, Vancouver, British Columbia

V6C 2G8

BIENS

The universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

- (i) Claims;
- (ii) Contractual Rights;
- (iii) Equipment;
- (iv) Hypothecated Securities;
- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing;

(collectively, the "Charged Property").

The term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Definitions:

"Applicable Law" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

"Claims" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts



receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

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integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

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"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Proceeds" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

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"Special Property" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

#### **MENTIONS**

##### **Somme de l'hypothèque**

\$80,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.

##### **Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé  
Date : 2011-12-28

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created pursuant to the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

**AVIS D'ADRESSE**

N° 044553

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HVM CANADA INC.

Critère de sélection Nom d'organisme :  
HVM PURE HOLDINGS ULC  
Code Postal :  
V6C2G8

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 12-0020841-0002	2012-01-12	11:10

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : HMY PURE HOLDINGS UL... Code Postal : V6C2G8

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0020841-0002	2012-01-12 11:10	2022-01-12
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

HUK 10 LTD

Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF UK

Constituant

HMY PURE HOLDINGS ULC

1900 - 355 Burrard Street, Vancouver, British Columbia

V6C 2G8

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#### **MENTIONS**

##### **Somme de l'hypothèque**

\$80,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance.

##### **Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2011-12-28

**Autres mentions :**

Special Property - To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created pursuant to the Deed of Hypothec shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

**AVIS D'ADRESSE**

N° 044553



Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : **HMV CANADA INC.**

Critère de sélection Nom d'organisme :

**HMV TRANSPORT**

Code Postal :

**J7G1W6**

Fiche	Inscription	Date	h:min
001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 16-0190905-0004	2016-03-08	09:00

Date, heure, minute de certification : 2016-12-21 15:00

Critère de recherche Nom d'organisme : HMY CANADA INC.

Critère de sélection Nom d'organisme : HMY TRANSPORT Code Postal : J7G1W6

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

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0190905-0004	2016-03-08 09:00	2023-03-07
DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR		

PARTIES

Crédit-bailleur

COMPAGNIE DE LOCATION D'EQUIPEMENT CLE LTEE  
2200, RUE DE LA SIDBEC SUD, BUREAU 202, TROIS-RIVIERES, QC G8Z 4H1

Crédit-preneur

2643-0504 QUÉBEC INC.  
875 BOULEVARD GRANDE-ALLÉE, BOISBRIAND, QC J7G 1W6

Crédit-preneur

HMY TRANSPORT  
875 BOULEVARD GRANDE-ALLÉE, BOISBRIAND, QC J7G 1W6

Crédit-preneur

VALLÉE HAROLD 1964-09-28

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce		
	1XPWD49XX9D790045	2009	PETERBILT CON 388

Autres biens :

AVEC SES COMPOSANTES ET ACCESSOIRES

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REFERENCE: (341579 / 051-0149363-001)

**Business Debtor****Search by Business Debtor**

Date: 2017-01-12  
 Time: 8:26:41 AM  
 Inquiry Number: 10231779253

Business Name: H MV CANADA INC.

2 exact matches were found.

0 similar matches were found.

**EXACT MATCHES**

Business Debtor Name	No. of Registrations
1. H MV CANADA INC.	5
2. H MV Canada Inc.	1

**1. H MV CANADA INC.**

<b>1.1 H MV CANADA INC.: Registration 201422773504 (2014-12-02 12:06:07 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-12-02
<b>Debtor Address</b>	#110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>Secured Parties (party code, name, address)</b>	H MV PURE HOLDINGS ULC #110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>General Collateral Description</b>	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

<b>1.2 H MV CANADA INC.: Registration 201422541107 (2014-11-28 10:43:34 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-11-28
<b>Debtor Address</b>	#110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>Secured Parties (party code, name, address)</b>	BANK OF MONTREAL 1 FIRST CANADIAN PLACE, 11TH FLOOR TORONTO, ON Canada M5X1A1
<b>General Collateral Description</b>	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

<b>1.3 H MV CANADA INC.: Registration 201422347807 (2014-11-26 9:53:37 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-11-26
<b>Debtor Address</b>	#110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6

<b>Secured Parties (party code, name, address)</b>	WHOLESALE ENTERTAINMENT ULC #110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>General Collateral Description</b>	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

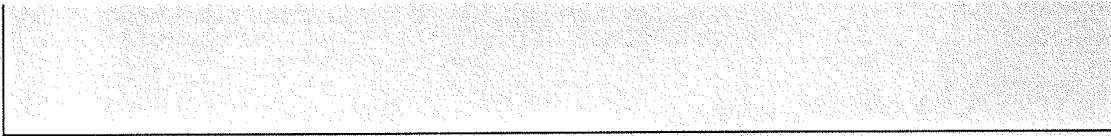
<b>1.4 HMV CANADA INC.: Registration 201422347700 (2014-11-26 9:52:47 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-11-26
<b>Debtor Address</b>	#110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>Secured Parties (party code, name, address)</b>	RETAIL AGENTS 230 LIMITED 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD MIDDLESBROUGH, UK UK TS21RT
<b>General Collateral Description</b>	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.
<b>Additional Information</b>	THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED KINGDOM TS21RT

<b>1.5 HMV CANADA INC.: Registration 201422347009 (2014-11-26 9:47:32 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-11-26
<b>Debtor Address</b>	#110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>Secured Parties (party code, name, address)</b>	HMV IP HOLDINGS ULC #110 - 5401 EGLINTON AVENUE WEST ETOBICOKE, ON Canada M9C5K6
<b>General Collateral Description</b>	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.
<b>Change History</b>	Registration Number: 201700654511 (2017-01-12 7:45:42 AM) Sections Changed: Secured Parties

## 2. HMV Canada Inc.

<b>2.1 HMV Canada Inc.: Registration 201110645509 (2011-06-27 3:10:38 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2021-06-27
<b>Debtor Address</b>	5401 Eglinton Avenue West, Suite 110 Etobicoke, ON CA M9C 5K6
<b>Secured Parties (party code, name, address)</b>	HUK 10 Ltd. c/o Olympus House, Olympus Avenue Leamington Spa, Warwickshire UK CV34 6BF
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

END OF EXACT MATCHES





## Saskatchewan Personal Property Registry Search Result

**Searching Party:** PPSA Canada Inc.  
**Search Date:** 12-Jan-2017 08:24:34  
**Search Type:** Standard

**Search #:** 202376953  
**Client Reference:** 118-134710-AC-1354  
**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name  
**Business Name**  
HVM CANADA INC.

The following list displays all matches & indicates the ones that were selected.

6 Registration(s) Found: Exacts (6) - Similar (0)

Selected	Match	Registration #	Debtor Name	City
Yes	Exact	300741290	HVM CANADA INC.	ETOBICOKE
Yes	Exact	301273580	HVM CANADA INC.	ETOBICOKE
Yes	Exact	301273586	HVM CANADA INC.	ETOBICOKE
Yes	Exact	301273587	HVM CANADA INC.	ETOBICOKE
Yes	Exact	301274669	HVM CANADA INC.	ETOBICOKE
Yes	Exact	301275987	HVM CANADA INC.	ETOBICOKE



**Saskatchewan  
Personal Property Registry  
Search Result**

**Current/Setup - Exact**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 27-Jun-2011 13:05:15

**Registration #:** 300741290  
**Expiry Date:** 27-Jun-2021

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** No

**Registrant**

<b>Party ID:</b>	150150499 - 1	<b>Address:</b>	1500 - 1881 Scarth Street
<b>Entity Type:</b>	Business		Regina, Saskatchewan
<b>Name:</b>	MCDUGALL GAULEY LLP		S4P4K9
			Canada

**Secured Party**

<b>Item #:</b>	1	<b>Address:</b>	C/O OLYMPUS HOUSE
<b>Party ID:</b>	151360134 - 1		OLYMPUS AVENUE
<b>Entity Type:</b>	Business		LEAMINGTON SPA, WARWICKSHIRE
<b>Name:</b>	HUK 10 LTD.		CV346BF
			United Kingdom

**Debtor Party**

<b>* Item #:</b>	1	<b>Address:</b>	5401 EGLINTON AVENUE WEST
<b>Party ID:</b>	151360135 - 1		SUITE 110
<b>Entity Type:</b>	Business		ETOBICOKE, Ontario
<b>Name:</b>	HMV CANADA INC.		M9C5K6
			Canada

**General Property**

All of the Debtor's present and after-acquired personal property.



# Saskatchewan Personal Property Registry Search Result

## Current - Exact

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 26-Nov-2014 09:56:30

**Registration #:** 301273580  
**Expiry Date:** 26-Nov-2019

**Event Type:** Amendment  
**Transaction Reason:** Regular

**Transaction Description:** REPLACE/CORRECT SECURED PARTY

### Notations

**Trust Indenture:** No

#### Registrant

<b>Party ID:</b> 150748098 - 1	<b>Address:</b> 181 BAY STREET, SUITE 1800, BOX# 754
<b>Entity Type:</b> Business	TORONTO, Ontario
<b>Name:</b> AIRD & BERLIS LLP	M5J2T9
	Canada

#### Secured Party

<b>Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152702107 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> HVM IP HOLDINGS ULC	Canada

#### Debtor Party

<b>* Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152226274 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> HVM CANADA INC.	Canada

#### General Property

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

## History - Setup

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 26-Nov-2014 09:56:30

**Registration #:** 301273580  
**Transaction #:** 1  
**Expiry Date:** 26-Nov-2019

**Event Type:** Setup  
**Transaction Reason:** Regular

### Notations

**Trust Indenture:** No

#### Registrant

<b>Party ID:</b> 152226273 - 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Entity Type:</b> Business	ETOBICOKE, Ontario
<b>Name:</b> HVM IP HOLDINGS INC.	M9C5K6
	Canada

#### Secured Party

<b>Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152226273 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> HVM IP HOLDINGS INC.	Canada





# Saskatchewan Personal Property Registry Search Result

## Debtor Party

<b>Item #:</b>	1	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b>	152226274 - 1		ETOBICOKE, Ontario
<b>Entity Type:</b>	Business		M9C5K6
<b>Name:</b>	HMV CANADA INC.		Canada

## General Property

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

## History - Amendment

**Amendment Date:** 12-Jan-2017 07:37:15

**Registration #:** 301273580  
**Transaction #:** 2

**Event Type:** Amendment  
**Transaction Reason:** Regular

**Transaction Description:** REPLACE/CORRECT SECURED PARTY

## Registrant

<b>Party ID:</b>	150748098 - 1	<b>Address:</b>	181 BAY STREET, SUITE 1800, BOX# 754
<b>Entity Type:</b>	Business		TORONTO, Ontario
<b>Name:</b>	AIRD & BERLIS LLP		M5J2T9
			Canada

## Secured Party

<b>Action:</b>	Update	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Item #:</b>	1		ETOBICOKE, Ontario
<b>Party ID:</b>	152702107 - 1		M9C5K6
<b>Entity Type:</b>	Business		Canada
<b>Name:</b>	HMV IP HOLDINGS ULC		



**Saskatchewan**  
**Personal Property Registry**  
**Search Result**

**Current/Setup - Exact**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 26-Nov-2014 10:00:35

**Registration #:** 301273586  
**Expiry Date:** 26-Nov-2019

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** No

**Registrant**

<b>Party ID:</b>	152226286 - 1	<b>Address:</b>	7 RIVER COURT, BRIGHOUSE BUS VLG
<b>Entity Type:</b>	Business		MIDDLESBROUGH, UK
<b>Name:</b>	RETAIL AGENTS 230 LIMITED		X0X0X0
			United Kingdom

**Secured Party**

<b>Item #:</b>	1	<b>Address:</b>	7 RIVER COURT, BRIGHOUSE BUS VLG
<b>Party ID:</b>	152226286 - 1		MIDDLESBROUGH, UK
<b>Entity Type:</b>	Business		X0X0X0
<b>Name:</b>	RETAIL AGENTS 230 LIMITED		United Kingdom

**Debtor Party**

<b>* Item #:</b>	1	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b>	152226274 - 1		ETOBICOKE, Ontario
<b>Entity Type:</b>	Business		M9C5K6
<b>Name:</b>	HMV CANADA INC.		Canada

**General Property**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT, BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED KINGDOM TS21RT



**Saskatchewan**  
**Personal Property Registry**  
**Search Result**

**Current/Setup - Exact**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 26-Nov-2014 10:01:59

**Registration #:** 301273587  
**Expiry Date:** 26-Nov-2019

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** No

**Registrant**

<b>Party ID:</b>	152226288 - 1	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Entity Type:</b>	Business		ETOBICOKE, Ontario
<b>Name:</b>	WHOLESALE ENTERTAINMENT ULC		M9C5K6
			Canada

**Secured Party**

<b>Item #:</b>	1	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b>	152226288 - 1		ETOBICOKE, Ontario
<b>Entity Type:</b>	Business		M9C5K6
<b>Name:</b>	WHOLESALE ENTERTAINMENT ULC		Canada

**Debtor Party**

<b>* Item #:</b>	1	<b>Address:</b>	#110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b>	152226274 - 1		ETOBICOKE, Ontario
<b>Entity Type:</b>	Business		M9C5K6
<b>Name:</b>	HMV CANADA INC.		Canada

**General Property**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.



**Saskatchewan**  
**Personal Property Registry**  
**Search Result**

**Current/Setup - Exact**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 28-Nov-2014 10:52:21

**Registration #:** 301274669  
**Expiry Date:** 28-Nov-2019

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** No

**Registrant**

<b>Party ID:</b> 152228008 - 1	<b>Address:</b> 1 FIRST CANADIAN PLACE, 11TH FLOOR
<b>Entity Type:</b> Business	TORONTO, Ontario
<b>Name:</b> BANK OF MONTREAL	M5X1A1
	Canada

**Secured Party**

<b>Item #:</b> 1	<b>Address:</b> 1 FIRST CANADIAN PLACE, 11TH FLOOR
<b>Party ID:</b> 152228008 - 1	TORONTO, Ontario
<b>Entity Type:</b> Business	M5X1A1
<b>Name:</b> BANK OF MONTREAL	Canada

**Debtor Party**

<b>* Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152226274 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> HVM CANADA INC.	Canada

**General Property**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



**Saskatchewan  
Personal Property Registry  
Search Result**

**Current/Setup - Exact**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 02-Dec-2014 11:22:36

**Registration #:** 301275987  
**Expiry Date:** 02-Dec-2019

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** No

**Registrant**

<b>Party ID:</b> 152230171 - 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Entity Type:</b> Business	ETOBICOKE, Ontario
<b>Name:</b> H MV PURE HOLDINGS ULC	M9C5K6
	Canada

**Secured Party**

<b>Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152230171 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> H MV PURE HOLDINGS ULC	Canada

**Debtor Party**

<b>*Item #:</b> 1	<b>Address:</b> #110 - 5401 EGLINTON AVENUE WEST
<b>Party ID:</b> 152226274 - 1	ETOBICOKE, Ontario
<b>Entity Type:</b> Business	M9C5K6
<b>Name:</b> H MV CANADA INC.	Canada

**General Property**

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND ALL PROCEEDS THEREOF.

**End of Search Result**

Search ID#: Z08715290

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

29 10015 103 AVENUE  
EDMONTON, AB T5J 0H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #: 118-134710-AC-1354

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

**Business Debtor Search For:**

HMV CANADA INC.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

Registration Number: 11062736417

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Jun-27

Registration Status: Current

Expiry Date: 2021-Jun-27 23:59:59

Exact Match on: Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
5401 EGLINTON AVENUE WEST. SUITE 110  
ETOBICOKE, ON M9C 5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 HUK 10 LTD.  
C/O OLYMPUS HOUSE, OLYMPUS AVENUE, LEAM  
WARWICKSHIRE, XX CV34 6BF

Current

**Collateral: General**

**Block**    **Description**

**Status**

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

**Particulars**

**Block**    **Additional Information**

**Status**

1 FULL NAME AND ADDRESS FOR SECURED PARTY 0001 IS AS FOLLOWS:  
HUK 10 LTD  
C/O OLYMPUS HOUSE, OLYMPUS AVENUE  
LEAMINGTON SPA  
WARWICKSHIRE  
UNITED KINGDOM CV34 6BF

Current

Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

Registration Number: 14112607634

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Nov-26

Registration Status: Current

Expiry Date: 2019-Nov-26 23:59:59

Exact Match on: Debtor

No: 1

**Amendments to Registration**

17011204697

Amendment

2017-Jan-12

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 HMV IP HOLDINGS INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Deleted by  
17011204697

**Block**

**Status**

2 HMV IP HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current by  
17011204697

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
AND ALL PROCEEDS THEREOF.

Current



Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

Registration Number: 14112608152

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Nov-26

Registration Status: Current

Expiry Date: 2019-Nov-26 23:59:59

Exact Match on: Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 RETAIL AGENTS 230 LIMITED  
7 RIVER COURT, BRIGHOUSE BUS VLG  
MIDDLESBROUGH, UK, XX X0X0X0

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
AND ALL PROCEEDS THEREOF.

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT,  
BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED  
KINGDOM TS21RT

Current

Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

Registration Number: 14112608387

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Nov-26

Registration Status: Current

Expiry Date: 2019-Nov-26 23:59:59

Exact Match on: Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 WHOLESALE ENTERTAINMENT ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
AND ALL PROCEEDS THEREOF.

Current

Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

---

Registration Number: 14112809871

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Nov-28

Registration Status: Current

Expiry Date: 2019-Nov-28 23:59:59

---

Exact Match on: Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 BANK OF MONTREAL  
1 FIRST CANADIAN PLACE, 11TH FLOOR  
TORONTO, ON M5X1A1

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Current

Search ID#: Z08715290

**Business Debtor Search For:**

HMV CANADA INC.

Search ID #: Z08715290

Date of Search: 2017-Jan-12

Time of Search: 08:12:55

---

Registration Number: 14120219612

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Dec-02

Registration Status: Current

Expiry Date: 2019-Dec-02 23:59:59

---

Exact Match on: Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 HMV CANADA INC.  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Secured Party / Parties**

**Block**

**Status**

1 HMV PURE HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WEST  
ETOBICOKE, ON M9C5K6

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
AND ALL PROCEEDS THEREOF.

Current

Result Complete

BC OnLine: PPRS SEARCH RESULT 2017/01/12  
Lterm: XPSP0054 For: PD39758 L I E N INC 06:23:36

Attn./Ref. No.: 118-134710-AC-1354

Index: BUSINESS DEBTOR

Search Criteria: HMV CANADA INC.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUN 27, 2011 Reg. Length: 10 YEARS  
Reg. Time: 11:50:50 Expiry Date: JUN 27, 2021  
Base Reg. #: 219768G Control #: D0595082

Block#

S0001 Secured Party: HUK 10 LTD.  
C/O OLYMPUS HOUSE, OLYMPUS AVE  
WARWICKSHIRE UK CV34 6BF

=D0001 Base Debtor: HMV CANADA INC  
(Business) 110-5401 EGLINTON AVENUE WEST  
ETOBICOKE ON M9C 5K6

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, AND  
ALL PROCEEDS THEREOF. PROCEEDS: ALL GOODS, INVESTMENT PROPERTY,  
INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY  
NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL. TERMS  
USED IN THIS GENERAL COLLATERAL DESCRIPTION WHICH ARE DEFINED IN THE  
PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) SHALL HAVE THE  
MEANINGS SPECIFIED IN THAT ACT, UNLESS THE CONTEXT OTHERWISE  
REQUIRES.

THE FULL ADDRESS OF THE SECURED PARTY IS: HUK 10 LTD.,  
C/O OLYMPUS HOUSE, OLYMPUS AVENUE, LEAMINGTON SPA, WARWICKSHIRE,  
UNITED KINGDOM, CV34 6BF

Registering

Party: GOODMAN'S  
1900 - 355 BURRARD STREET  
VANCOUVER BC V6C 2G8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 26, 2014 Reg. Length: 5 YEARS  
Reg. Time: 07:33:24 Expiry Date: NOV 26, 2019  
Base Reg. #: 308765I Control #: D2780528

Block#

+++ Secured Party: HMV IP HOLDINGS INC.  
#110 - 5401 EGLINTON AVE W  
ETOBICOKE ON M9C5K6

=D0001 Base Debtor: HMV CANADA INC.  
(Business) #110 - 5401 EGLINTON AVE W  
ETOBICOKE ON M9C5K6

Search Criteria: HMV CANADA INC.

Page: 2

## General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND  
ALL PROCEEDS THEREOF.

## ----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 762593J

Reg. Date: JAN 12, 2017

Reg. Time: 06:06:29

Control #: D4266829

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 308765I

Base Reg. Date: NOV 26, 2014

## Details Description:

REPLACE/CORRECT SECURED PARTY

Block#

\*\* DELETED \*\*

+++ Secured Party: HMV IP HOLDINGS INC.  
#110 - 5401 EGLINTON AVE W  
ETOBICOKE ON M9C5K6

\*\*\* ADDED \*\*\*

S0002 Secured Party: HMV IP HOLDINGS ULC  
#110 - 5401 EGLINTON AVENUE WE  
ETOBICOKE ON M9C 5K6

## Registering

Party: AIRD & BERLIS LLP  
181 BAY STREET, SUITE 1800, BO  
TORONTO ON M5J2T9

## \*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 26, 2014

Reg. Length: 5 YEARS

Reg. Time: 07:34:14

Expiry Date: NOV 26, 2019

Base Reg. #: 308767I

Control #: D2780531

Block#

S0001 Secured Party: RETAIL AGENTS 230 LIMITED  
7 RIVER COURT, BRIGHOUSE  
MIDDLESBROUGH UK X0X0X0

=D0001 Base Debtor: HMV CANADA INC.  
(Business) #110 - 5401 EGLINTON AVE W  
ETOBICOKE ON M9C5K6

## General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND  
ALL PROCEEDS THEREOF.  
THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT,

BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED  
KINGDOM TS21RT

Continued on Page 3

Search Criteria: HMV CANADA INC.

Page: 3

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 26, 2014                      Reg. Length: 5 YEARS  
Reg. Time: 07:35:01                      Expiry Date: NOV 26, 2019  
Base Reg. #: 308769I                      Control #: D2780533

Block#

S0001    Secured Party: WHOLESALE ENTERTAINMENT ULC  
                          #110 - 5401 EGLINTON AVE W  
                          ETOBICOKE ON M9C5K6

=D0001    Base Debtor: HMV CANADA INC.  
                          (Business) #110 - 5401 EGLINTON AVE W  
                          ETOBICOKE ON M9C5K6

General Collateral:  
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND  
ALL PROCEEDS THEREOF.  
THE COMPLETE ADDRESS OF THE SECURED PARTY IS 7 RIVER COURT,  
BRIGHOUSE BUSINESS VILLAGE BRIGHOUSE ROAD, MIDDLESBROUGH, UNITED  
KINGDOM TS21RT

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 28, 2014                      Reg. Length: 5 YEARS  
Reg. Time: 08:44:40                      Expiry Date: NOV 28, 2019  
Base Reg. #: 313588I                      Control #: D2785493

Block#

S0001    Secured Party: BANK OF MONTREAL  
                          1 FIRST CANADIAN PL, 11TH FLR  
                          TORONTO ON M5X1A1

=D0001    Base Debtor: HMV CANADA INC.  
                          (Business) #110 - 5401 EGLINTON AVE W  
                          ETOBICOKE ON M9C5K6

General Collateral:  
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: DEC 02, 2014                      Reg. Length: 5 YEARS  
Reg. Time: 09:17:21                      Expiry Date: DEC 02, 2019

Control #: D2791371

[illegible]



**EXHIBIT**

**I**

## GUARANTEE

THIS GUARANTEE is made as of the 28<sup>th</sup> day of December, 2011.

**BY:** **HMV CANDADA INC., HUK 16 LIMITED, HUK 17 LIMITED, HUK 18 LIMITED, HUK 19 LIMITED, HMV IP HOLDINGS ULC, HMV PURE HOLDINGS ULC, HMV DIGITAL HOLDINGS ULC AND WHOLESALE ENTERTAINMENT ULC**

(each a “**Guarantor**” and collectively, the “**Guarantors**”)

**IN FAVOUR OF:** **HUK 10 LTD**

(the “**Secured Party**”)

### RECITALS:

- A. Pursuant to that certain Amended and Restated Loan Agreement dated November 4, 2011 between HMV Canada Inc. (in such capacity, the “**Borrower**”) and the Secured Party (as from time to time amended, amended and restated, supplemented or otherwise modified, refinanced or replaced) (the “**Credit Agreement**”), the Secured Party has agreed to make financial accommodations to and for the benefit of the Borrower.
- B. Each Guarantor acknowledges that it will derive direct and indirect economic benefits from the provision of the financial accommodations to the Borrower pursuant to the Credit Agreement.
- C. In order to induce the Secured Party to enter into the Credit Agreement and other Finance Documents (as defined below) and to make the financial accommodations as provided for in the Credit Agreement, the Guarantors have agreed to guarantee payment of the Obligations (as defined below).

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Guarantee and in

the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantors, the Guarantors agree as follows:

## **ARTICLE I DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Guarantee:

**“Borrower”** has the meaning given to it in Recital A.

**“Business Day”** means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario or the laws of England.

**“Credit Agreement”** has the meaning given to it in Recital A.

**“Governmental Authority”** means any government, regulatory authority, governmental department, agency, commission, board, panel, tribunal, Crown corporation or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of any nation, or province, territory or state or other subdivision thereof or any municipality, district or other subdivision thereof.

**“Guarantee”, “this Guarantee”, “the Guarantee”, “hereof”, “herein”, “hereto”, “hereby”, “hereunder”** and similar expressions mean this guarantee dated December \_\_\_\_, 2011 from the Guarantors in favour of the Secured Party, including all schedules and all instruments amending or restating this guarantee. All references to **“Articles”**, **“Sections”**, and **“Schedules”** mean and refer to the specified article, section and schedule of this guarantee.

**“Guarantors”** has the meaning given to it in the Preamble. For greater certainty, **“Guarantors”** means, collectively, HMV Canada Inc., HUK 16 Limited, HUK 17 Limited, HUK 18 Limited, HUK 19 Limited, HMV IP Holdings ULC, HMV Pure Holdings ULC, HMV Digital Holdings ULC and Wholesale Entertainment ULC, jointly and severally, as the context requires, and each of their respective heirs, personal representatives, successors or assigns and the term **“Guarantor”** means any one of them.

**“Notice”** has the meaning given to it in Section 6.1.

**“Obligation Currency”** has the meaning given to it in Section 4.6.

**“Obligations”** means all obligations, debts and liabilities of any of the Guarantors to the Secured Party (including, without limitation, under or in connection with the Credit Agreement or any of the other Finance Documents), present or future, direct or indirect, absolute or contingent, matured or not, all interest, commissions, legal (including legal fees on a full indemnity basis) and other costs, charges and expenses, whenever or however incurred, in any currency at any time owing by any of the Guarantors to the Secured Party or remaining unpaid by any of the Guarantors to the Secured Party, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between the Secured Party and any Guarantor or Guarantors or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of any of the Guarantors and wherever incurred and whether incurred by any Guarantor alone or with any another or others and whether as principal, surety, guarantor or indemnifier.

**“Other Currency”** has the meaning given to it in Section 4.7.

**“Person”** means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

**“Secured Party”** means HUK 10 Ltd, its heirs, personal representatives, successors or assigns.

**“Tax Credit”** has the meaning set out in Section 4.9(b).

**“Tax Disbursement”** has the meaning set out in Section 4.9(b).

**“Taxes”** includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority,

together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof.

Capitalized terms used but not defined shall have the meanings given to them in the Credit Agreement.

## **1.2 Certain Rules of Interpretation**

In this Guarantee and the Schedules:

- (a) **Time** – Time is of the essence in and of this Guarantee.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** – Whenever any action to be taken or payment to be made pursuant to this Guarantee would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d) **Currency** – Unless otherwise specified, all references to amounts of money in this Guarantee refer to the lawful currency of Canada.
- (e) **Headings** – The descriptive headings preceding Articles and Sections of this Guarantee are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Guarantee into Articles and Sections shall not affect the interpretation of this Guarantee.
- (f) **Including** – The word “including” or “includes” as used in this Guarantee, shall mean “including without limitation” or “includes without limitation”.

- (g) **Plurals and Gender** – Words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- (h) **Statutory References** – Any reference to a statute shall mean the statute in force as at the date of this Guarantee (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto.
- (i) **Joint and Several** - The obligations of all Guarantors executing this Guarantee are joint and several.

### **1.3 Entire Agreement**

- (a) This Guarantee together with the agreements and other documents to be delivered pursuant to this Guarantee, the Credit Agreement, and the Finance Documents, constitute the entire agreement between the parties pertaining to the subject matter of this Guarantee and supersede all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the parties. There are no representations, warranties, covenants or other agreements between the parties in connection with the subject matter of this Guarantee except as specifically set forth in this Guarantee and any document delivered in conjunction with or pursuant to this Guarantee.
- (b) No supplement, modification, amendment, waiver or termination of this Guarantee shall be binding unless executed in writing by the Secured Party and the Guarantors.

### **1.4 Applicable Law and Attornment**

This Guarantee shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Guarantors hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

## **1.5 Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement:

Schedule A

Executive Offices

## **ARTICLE II GUARANTEE, POSTPONEMENT AND INDEMNITY**

### **2.1 Guaranteed Obligations**

Each of the Guarantors hereby jointly and severally, absolutely, unconditionally and irrevocably guarantees to the Secured Party, as and by way of a continuing guarantee, the prompt payment (whether at stated maturity, by acceleration) and performance of the Obligations. Each Guarantor agrees that this Guarantee is a guarantee of payment and performance and not of collection, and that its obligations under this Guarantee shall be absolute and unconditional, irrespective of, and unaffected by:

- (a) any limitation of status or power, disability, incapacity or other circumstance relating to any Guarantor or any other Person, including any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding involving or affecting any Guarantor or any other Person;
- (b) any irregularity, defect, unenforceability or invalidity in respect of any indebtedness or other obligation of any Guarantor or any other Person under the Finance Documents or any other document or instrument;
- (c) any failure of any Guarantor or any other Person, whether or not without fault on their part, to perform or comply with any of the provisions of the Finance Documents or to give notice thereof to any Guarantor;
- (d) any change in the ownership, control, name, objects, businesses, assets, financial condition, capital structure or constitution of any Guarantor or any other Person;
- (e) any merger or amalgamation of any Guarantor with any Person or Persons;

- (f) any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any Governmental Authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Obligations or the obligations of a Guarantor under this Guarantee;
- (g) the existence of any claim, set-off or other rights which a Guarantor may have at any time against the Secured Party, any Guarantor or any other Person, or which any Guarantor may have at any time against the Secured Party, whether in connection with the Finance Documents or otherwise;
- (h) the release by the Secured Party of anyone, including the release of any one or more of the Guarantors that may be liable in any manner for the payment or performance of any of the Obligations to the Secured Party; and
- (i) any other circumstance (other than complete, irrevocable payment) that might otherwise constitute a legal or equitable discharge or defence of any Guarantor under the Finance Documents, or of a Guarantor in respect of its guarantee hereunder.

Each of the Guarantors agrees that, unless otherwise agreed to in writing by the Secured Party, its obligations under this Guarantee shall not be discharged until this Guarantee has been released or terminated in accordance with Article V.

## **2.2 Modification of Obligations, etc.**

Each Guarantor hereby acknowledges and agrees that the Secured Party may at any time or from time to time, without the consent of, or notice to, any of the Guarantors:

- (a) change or extend the manner, place or terms of payment of, or renew or alter all or any portion of, the Obligations;
- (b) take any action under or in respect of the Finance Documents or this Guarantee in the exercise of any remedy, power or privilege contained therein or available to it



at law, equity or otherwise, or waive or refrain from exercising any such remedies, powers or privileges;

- (c) amend, restate, supplement or replace, in whole or in part, the Finance Documents, including by increasing or decreasing the amount of the financial accommodations or the interest payable thereunder;
- (d) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to any Guarantor or any other Person;
- (e) extend or waive the time for any Guarantor's performance of, or compliance with, any term, covenant or agreement on its part to be performed or observed under the Finance Documents, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;
- (f) release anyone who may be liable in any manner for the payment or performance of any of the Obligations to the Secured Party, it being agreed by such Guarantor that any such release by the Secured Party of anyone shall not release any other Guarantor from the payment or performance of any of the Obligations by the Guarantors to the Secured Party;
- (g) modify or terminate the terms of any intercreditor or subordination agreement pursuant to which claims of other creditors of the Guarantors are subordinated to the claims of the Secured Party; or
- (h) apply any sums by whomever paid or however realized to any amounts owing by the Guarantors to the Secured Party in such manner as the Secured Party shall determine in its discretion;

and the Secured Party shall not incur any liability to any of the Guarantors as a result thereof, and no such action shall impair or release the Obligations of the Guarantors under this Guarantee.

### **2.3 Waiver of defences, notices, etc.**

Each Guarantor waives absolutely, and agrees that it shall not at any time plead or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance by such Guarantor of its Obligations under, or the enforcement by the Secured Party of, this Guarantee.

Each Guarantor shall, to the fullest extent permitted by applicable law, make payments and perform all obligations hereunder without regard to any right or alleged right of set-off, counterclaim or appropriation or the application of any claim that any Guarantor may have or may allege to have against the Secured Party or against any other Guarantor or other Person.

Each Guarantor hereby waives:

- (a) all requirements, if any, of demand, presentment, diligence, protest, notice of dishonour and notice of acceptance and other notices of every kind or nature whatsoever including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional indebtedness or obligation, or of any action or inaction on the part of the Secured Party or any other Person whatsoever, and
- (b) any duty on the part of the Secured Party to disclose to the Guarantor any facts which the Secured Party may now or hereafter know concerning any Guarantor or any other matter whatsoever, even if the Secured Party has reason to believe any such information materially increases the risk beyond that which the Guarantor intends to assume under this Guarantee.

### **2.4 Waiver of Subrogation, etc.**

Notwithstanding anything to the contrary in this Guarantee or in any Finance Document, and until the Secured Party has been paid in full, each Guarantor hereby:

- (a) expressly and irrevocably waives, on behalf of itself and its successors and assigns, any and all rights at law or in equity to subrogation, reimbursement,

exoneration, contribution, indemnification, set off or any other rights that could accrue to a guarantor against a principal or any other guarantor or obligor, which a Guarantor may have or hereafter acquires against any obligor in connection with or as a result of such Guarantor's execution, delivery and/or performance of this Guarantee, or any other documents to which such Guarantor is a party or otherwise; and

- (b) acknowledges and agrees that (i) this waiver is intended to benefit the Secured Party and shall not limit or otherwise affect any Guarantor's liability hereunder or the enforceability of this Guarantee, and (ii) the Secured Party is the intended beneficiary of the waivers and agreements set forth in this Section 2.4 and its rights under this Section 2.4 shall survive payment in full of the Obligations.

## **2.5 Postponement and Subordination**

Each Guarantor hereby agrees that all of its rights, title and interest in and under any loans, notes, debts and other liabilities or obligations whatsoever owed by any Guarantor to it, whether in existence or hereafter created or incurred, for whatever amount, and any and all security therefor are hereby assigned to the Secured Party and shall be now and hereafter at all times fully subordinated and postponed to the Obligations. The Guarantors, or any of them, shall not ask, demand or sue for, or take or receive payment of, or realize upon, all or any part of such loans, notes, debts or any other liabilities or obligations whatsoever or any security therefor until and unless all of the Obligations are fully paid, performed and satisfied. Any monies received by any of the Guarantors in respect of the collateral hereby assigned shall be received in trust for the Secured Party. This assignment, postponement and subordination is independent of the Guarantee provided for and shall remain in full force and effect until repayment in full to the Secured Party of the Obligations notwithstanding that the liability of any or all of the Guarantors may have been discharged or terminated. Notwithstanding the foregoing, the provisions of this section 2.5 shall not apply to any loans, notes, debts or other liabilities or obligations whatsoever owed by one or more Guarantor to another Guarantor or Guarantors, as applicable.

## **2.6 Indemnity**

As an original and independent obligation under this Guarantee, each Guarantor shall:

- (a) indemnify the Secured Party and hold the Secured Party harmless against all costs, losses, damages, claims, expenses and liabilities of whatever kind (including legal fees and expenses on a full indemnity basis) resulting from the failure by the relevant Guarantor to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the relevant Guarantor (including all legal and other costs, charges and expenses incurred by the Secured Party in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guarantee); and
- (b) pay on demand the amount of such costs, losses, damages, claims, expenses and liabilities whether or not the Secured Party has attempted to enforce any rights against any Guarantor or any other Person.

## **2.7 Security**

To secure payment of the Guarantors' obligations under this Guarantee, (i) HMV Canada Inc. has entered into a general security agreement and a hypothec, each dated June 28, 2011, pursuant to which it granted to the Secured Party a security interest in all of its present and after-acquired property, real or personal, (ii) concurrently with the execution of this Guarantee, (a) certain of the Guarantors (HMV IP Holdings ULC, HMV Pure Holdings ULC, HMV Digital Holdings ULC and Wholesale Entertainment ULC) have entered into a general security agreement and hypothec pursuant to which they have granted to the Secured Party a security interest in all of their present and after-acquired property, real or personal, and (b) certain of the Guarantors (HUK 16 Limited, HUK 17 Limited, HUK 18 Limited and HUK 19 Limited) have (A) pledged all of the shares of each their respective subsidiaries to the Secured Party and (B) issued English law debentures in favour of the Secured Party.

## **2.8 Benefit of Guarantee**

The provisions of this Guarantee are for the benefit of the Secured Party and nothing contained in this Guarantee shall impair, as between any Guarantor and the Secured Party, the obligations of any Guarantor under the Finance Documents. If all or any part of the Obligations are

transferred, endorsed or assigned by the Secured Party to any Person or Persons, any reference to "Secured Party" in this Guarantee shall be deemed to refer equally to such Person or Persons.

The Guarantors also acknowledge that the agreements, acknowledgements and waivers in this Article II are of the essence of the transaction contemplated by the Finance Documents and that, but for this Guarantee and such agreements, acknowledgements and waivers by the Guarantors, the Secured Party would decline to enter into the Credit Agreement.

### **ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Guarantors jointly and severally make the following representations and warranties, and provide the following covenants to the Secured Party, each and all of which shall survive the execution and delivery of this Guarantee:

#### **3.1 Confirmation of Representations, Warranties and Covenants**

The Guarantors hereby acknowledge and confirm to the Secured Party the representations, warranties and covenants made by each of them as a Guarantor, or made by the Borrower in respect of any or all of the other Guarantors, under the Credit Agreement as if such representations, warranties and covenants were stated in their entirety in this Guarantee.

#### **3.2 Deliveries**

In a form satisfactory to the Secured Party, the Guarantors shall deliver to the Secured Party, concurrently with the execution of this Guarantee, the Finance Documents and other instruments, certificates and documents as are required to be delivered by the Guarantors to the Secured Party under the Credit Agreement or the Finance Documents.

#### **3.3 Corporate Existence; Compliance with Law**

Each Guarantor (a) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification; (c) has the requisite corporate power and authority and the legal right to own, pledge, mortgage and operate its properties, to lease the

property it operates under lease, and to conduct its business as now, heretofore and proposed to be conducted; (d) has all licenses, permits, consents or approvals from or by, and has made all material filings with, and has given all notices to, all Governmental Authorities having jurisdiction, to the extent required for such ownership, operation and conduct; (e) is in compliance with its charter and by-laws; and (f) is in compliance with all applicable laws, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to have a material adverse effect.

### **3.4 Executive Offices**

The Guarantors' jurisdiction of organization, organizational identification number, chief executive office and principal place of business are as set forth in Schedule A.

### **3.5 Corporate Power; Authorization; Enforceable Obligations**

The execution, delivery and performance of this Guarantee and all other Finance Documents and all instruments and documents to be delivered by each Guarantor hereunder and under the Credit Agreement are within such Guarantor's corporate power, have been duly authorized by all necessary or proper corporate action, including the consent of shareholders where required, are not in contravention of any provision of such Guarantor's articles of incorporation or by-laws, do not violate any law or regulation or any order or decree of any Governmental Authority, do not conflict with or result in the breach of, or constitute a default under, or accelerate or permit the acceleration of any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which any Guarantor is a party or by which any Guarantor or any of its property is bound, do not result in the creation or imposition of any lien upon any of the property of such Guarantor, other than those in favour of the Secured Party, and the same do not require the consent or approval of any Governmental Authority or any other Person. This Guarantee and each of the Finance Documents to which any Guarantor is a party shall have been duly executed and delivered for the benefit of or on behalf of such Guarantor, and each shall then constitute a legal, valid and binding obligation of such Guarantor, enforceable against the Guarantor in accordance with its terms.

### **3.6 Independent Investigation**

The Guarantors have made an independent investigation of the financial condition of each other Guarantor and give this Guarantee based on that investigation and not upon any representations made by the Secured Party. The Guarantors acknowledge that they will have access to current and future financial information about each other Guarantor which will enable the Guarantors to remain continuously informed of the each other Guarantor's financial condition.

## **ARTICLE IV ENFORCEMENT AND REMEDIES**

### **4.1 Demand by the Secured Party**

It is expressly understood and agreed that if, at any time, the outstanding Obligations under the Credit Agreement (including all accrued interest thereon) are declared to be immediately due and payable, then the Guarantors shall, upon demand for payment therefor, pay to the Secured Party the entire outstanding Obligations due and owing to it. Payment by the Guarantors shall be made to the Secured Party in the currency or currencies in which such Obligations are denominated in immediately available funds to an account designated by the Secured Party or at the address set forth in this Guarantee for the giving of notice to the Secured Party or at any other address that may be specified in writing from time to time by the Secured Party, and shall be credited and applied to the Obligations.

### **4.2 *Limitations Act, 2002 (Ontario)***

The Guarantors acknowledge and agree that the Secured Party may demand payment in accordance with the terms of this Guarantee and commence proceedings against any or all the Guarantors in respect of any claim pursuant to this Guarantee at any time while any of the Obligations remain unpaid, notwithstanding any limitation period under the *Limitations Act, 2002* (Ontario) (the "Act") or any other applicable law and, to the fullest extent permitted by law, all limitation periods under the Act or other applicable law are hereby expressly excluded. For greater certainty, the Guarantors acknowledge that this Guarantee is a "business agreement" within the meaning of the Act.

#### **4.3 Enforcement of Guarantee**

The Secured Party shall have no obligation (although it is entitled, at its option) to proceed against any Guarantor or any collateral pledged to secure the Obligations before seeking satisfaction from any or all of the Guarantors, and the Secured Party may proceed, prior or subsequent to, or simultaneously with, the enforcement of the Secured Party's rights hereunder, to exercise any right or remedy which it may have by virtue of its security interest, mortgage, charge, by law or otherwise. The Guarantors renounce all benefits of discussion and division.

#### **4.4 Reinstatement**

If after receipt of any payment of any of the Obligations, the Secured Party is required to surrender or return such payment to any Person for any reason, then the Obligations intended to be satisfied by such payment shall be reinstated and continue and this Guarantee shall continue in full force and effect as if such payment had not been received by the Secured Party. The Guarantors shall be jointly and severally liable to pay to the Secured Party, and do jointly and severally indemnify and hold the Secured Party harmless for the amount of any payments surrendered or returned. This section 4.4 shall remain effective notwithstanding any contrary action which may be taken by the Secured Party in reliance upon such payment. This section 4.4 shall survive the termination or revocation of this Guarantee.

#### **4.5 Election of Remedies**

If the Secured Party may, under applicable law, proceed to realize benefits under any of the Finance Documents giving the Secured Party a lien upon any owned real property owned by any Guarantor, either by judicial foreclosure or by non-judicial sale or enforcement, the Secured Party may, at its sole option, determine which of such remedies or rights it may pursue without affecting any of such rights and remedies under this Guarantee. If, in the exercise of any of its rights and remedies, the Secured Party shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Guarantor, whether because of any applicable laws pertaining to "election of remedies" or the like, the Guarantors hereby consent to such action by the Secured Party and waive any claim based upon such action, even if such action by the Secured Party shall result in a full or partial loss of any rights of subrogation which the Guarantors might otherwise have had but for such action by the Secured Party. Any election of



remedies which results in the denial or impairment of the right of the Secured Party to seek a deficiency judgment against any Guarantor shall not impair the Guarantor's obligation to pay the full amount of the Obligations. If the Secured Party bid at any trustee's sale or at any private sale permitted by law or the Finance Documents, the Secured Party may bid all or less than the amount of the Obligations and the amount of such bid need not be paid by the Secured Party but shall be credited against the Obligations. The amount of the successful bid at any such sale shall be conclusively deemed to be the fair market value of the collateral and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this Guarantee, notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which the Secured Party might otherwise be entitled but for such bidding at any such sale.

#### **4.6           Receipt of Payments**

If the Secured Party receives from and on behalf of a Guarantor any amount under this Guarantee or any Finance Document in a currency other than the currency in which the Obligations are denominated (the "**Obligation Currency**"), the Secured Party is hereby authorized to, and at its sole discretion may, convert such currency into the Obligation Currency for application to the Obligations in accordance with the Credit Agreement. The Obligations shall be satisfied only to the extent of the amount of the Obligation Currency received by the Secured Party from such conversion of the Obligations.

#### **4.7           Other Currency**

If, for the purposes of obtaining judgment in any court, it is necessary to convert the Obligation Currency into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Secured Party could purchase the Obligation Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by applicable law, on the day on which the judgment is paid or satisfied.

The obligations of a Guarantor in respect of any sum due in the Obligation Currency from it to the Secured Party under this Guarantee shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Secured Party of any sum adjudged to be so due in the Other Currency, the Secured Party may, in accordance with normal banking procedures, purchase the Obligation Currency with such Other Currency. If the amount of the Obligation Currency so purchased is less than the sum originally due to the Secured Party in the Obligation Currency, the Guarantors agree, as a separate obligation and notwithstanding the judgment, to indemnify the Secured Party against any loss and, if the amount of the Obligation Currency so purchased exceeds the sum originally due to the Secured Party in the Obligation Currency, the Secured Party shall remit such excess to the applicable Guarantor.

#### **4.8 Power of Attorney**

Each Guarantor irrevocably appoints the Secured Party (or any Person designated by the Secured Party), at any time upon the occurrence of an Event of Default which is continuing, to sign, execute or do any deeds, documents, transfers, demands, assignments, assurances, consents or other actions or things that the Guarantor is required to sign, execute or do under this Guarantee, and to commence, continue or defend any proceedings authorized to be taken under this Guarantee and generally to use the name of the Guarantor in the exercise of all or any of the powers conferred on the Secured Party.

#### **4.9 Taxation on Payments**

- (a) The Guarantors agree that all payments to be made by any of them in connection with this Guarantee shall be made without deduction or withholding for, or on account of, any Taxes. If any Taxes are required to be deducted or withheld from any payment, the Obligations and the amount of the payment shall be increased to the extent necessary to remit to the Secured Party the amount which would otherwise be payable, if not for the payment of such Taxes. From time to time at the request of the Secured Party, the Guarantors shall execute and deliver any and all further instruments necessary or advisable to give full force and effect to such increase in the amount of the Obligations resulting from the payment of such

Taxes. The Guarantors shall also indemnify the Secured Party in respect of the delay or failure of any of the Guarantors to make any such payment, including penalties relating thereto or interest thereon.

- (b) If any Guarantor pays an additional amount under Section 4.9(a) (a “**Tax Disbursement**”) and the Secured Party effectively obtains a refund or a credit against Tax by reason of the Tax Disbursement (a “**Tax Credit**”), and the Secured Party identifies the Tax Credit as being attributable to the Tax Disbursement, then after actual receipt of such Tax Credit, the Secured Party shall promptly reimburse the applicable Guarantor such amount as the Secured Party determines in its sole discretion to be the proportion of the Tax Credit that will leave the Secured Party (after that reimbursement) in no better or worse position than it would have been in if the Tax Disbursement had not been required; provided however, that the Secured Party will not be required to make any reimbursement or part thereof to the extent that it reasonably believes the making of such reimbursement or part thereof would cause it to lose the benefit of the Tax Credit. The Secured Party shall have discretion, acting reasonably, as to whether to claim any Tax Credit, and if it does so claim, the extent, order and manner in which it does so and the manner in which it allocates the Tax Credit to its various assets. The Secured Party shall not be obliged to disclose information regarding its tax affairs or computations to the Guarantors unless it receives a Tax Credit which it identifies as being attributable to a Tax Disbursement, in which case it will be obliged only to disclose receipt of the Tax Credit, which it shall administer in accordance with this Section 4.9(b).
- (c) The Secured Party agrees to co-operate with the Guarantors in completing and delivering or filing tax-related forms which would reduce or eliminate any amount of Taxes referred to in Section 4.9(a) required to be deducted or withheld on account of any payments made by the Guarantors under this Guarantee; provided however, that the Secured Party shall not be under any obligation to execute and deliver any such form if, in the opinion of the Secured Party, acting

reasonably, completion of any such form could result in an adverse consequence with respect to its business or tax position.

## **ARTICLE V RELEASE AND TERMINATION**

### **5.1 Termination**

This Guarantee is a continuing guarantee and shall remain in full force and effect until all of the Obligations have been fully paid, performed and satisfied. Upon payment and performance in full of the Obligations, the Secured Party shall deliver to the Guarantors such documents as the Guarantors may reasonably request to evidence such termination.

## **ARTICLE VI GENERAL**

### **6.1 Notices**

All notices, requests, demands or other communications required or permitted to be given by one party to another under this Guarantee (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission or delivered by registered mail, or by electronic communication (including e-mail) addressed as follows:

- (a) If to Secured Party: HUK 10 Ltd  
Olympus House  
Olympus Avenue  
Leamington Spa, Warwickshire  
CV34 6BF  
  
Attention: Howard Gunn  
  
Facsimile Number: +44 (0) 20 7317 205  
  
E-Mail: howard.gunn@hilcouk.com
- (b) If to the Guarantors: HUK 16 Limited, HUK 17 Limited, HUK 18 Limited and  
HUK 19 Limited  
80 New Bond Street  
London W1S 1SB  
United Kingdom

Attention: Steven Pell

Facsimile Number: +44 (0)20 7317 2051

E-Mail: [steven.pell@hilcouk.com](mailto:steven.pell@hilcouk.com)

HMV Canada Inc., HMV IP Holdings ULC, HMV Pure Holdings ULC, HMV Digital Holdings ULC and Wholesale Entertainment ULC  
Unit 110- 5401 Eglinton Avenue West  
Etobicoke, Ontario  
M9C 5K6

Attention: Harvey Berkley

Facsimile Number: 416-620-5064

E-Mail: [hberkley@hmv.ca](mailto:hberkley@hmv.ca)

or at such other address or facsimile number or e-mail address at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the second Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission.

Notices sent to an e-mail address shall be deemed to be received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such Notice is not sent on a Business Day or is sent after 4:00 p.m. (addressee's local time) on a Business Day, such Notice shall be deemed to have been given and received on the first Business Day after its transmission. Notices posted to an Internet or intranet website shall be deemed

received upon the deemed receipt by the intended recipient at its e-mail address (as described in the preceding sentence) of notification that such method of delivery of a Notice is available and identifying the website address for such Notice.

## **6.2 Severability**

If any provision of this Guarantee or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Guarantee or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) if necessary, the parties will negotiate in good faith to amend this Guarantee to implement the intentions set forth herein. Each provision of this Guarantee shall be legal, valid and enforceable to the fullest extent permitted by law.

## **6.3 Successors and Assigns**

This Guarantee and all obligations of the Guarantors hereunder shall be binding upon the successors and assigns of each Guarantor (including a debtor-in-possession on behalf of such Guarantor) and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the rights of the Secured Party hereunder. The Guarantors may not assign, sell, or otherwise transfer any interest in or obligation under this Guarantee.

## **6.4 No Waiver, Cumulative Remedies**

The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have hereunder had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

#### **6.5 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Guarantee, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Guarantee and carry out its provisions.

#### **6.6 Language**

The parties confirm that it is their wish that this Guarantee, as well as any other documents relating to this Guarantee, including notices, schedules, exhibits and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en anglais seulement.

**[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]**

IN WITNESS WHEREOF each of the Guarantors has duly executed this  
Guarantee as of the date first written above.

**HUK 16 LIMITED**

Per: \_\_\_\_\_

Name: ANDREW JOHN PEPPER  
Title: DIRECTOR

**HUK 17 LIMITED**

Per: \_\_\_\_\_

Name: ANDREW JOHN PEPPER  
Title: DIRECTOR

**HUK 18 LIMITED**

Per: \_\_\_\_\_

Name: ANDREW JOHN PEPPER  
Title: DIRECTOR

**HUK 19 LIMITED**

Per: \_\_\_\_\_

Name: ANDREW JOHN PEPPER  
Title: DIRECTOR

**HMV IP HOLDINGS ULC**

Per: \_\_\_\_\_

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

**HMV PURE HOLDINGS ULC**

Per: \_\_\_\_\_

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



**IN WITNESS WHEREOF** each of the Guarantors has duly executed this  
Guarantee as of the date first written above.

**HUK 16 LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

**HUK 17 LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

**HUK 18 LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

**HUK 19 LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

**HMV IP HOLDINGS ULC**

Per: Harvey Berlieny  
Name: HARVEY BERLIENY  
Title: VP Finance & Real Estate

**HMV PURE HOLDINGS ULC**

Per: Harvey Berlieny  
Name: HARVEY BERLIENY  
Title: VP Finance & Real Estate

**HMV DIGITAL HOLDINGS ULC**

Per: Harvey Berichy  
Name: HARVEY BERICHY  
Title: VP Finance & Real Estate

**WHOLESALE ENTERTAINMENT ULC**

Per: [Signature]  
Name: JERKSON  
Title: DIRECTOR

**HMV CANADA INC.**

Per: Harvey Berichy  
Name: HARVEY BERICHY  
Title: VP Finance & Real Estate

**SCHEDULE A**  
**EXECUTIVE OFFICES**

	<b>Jurisdiction of Organization</b>	<b>Organizational Identification Number</b>	<b>Chief Executive Office/Principal Place of Business</b>
HMV Canada Inc.	Ontario	1282514	100 King Street West, 1 First Canadian Place Suite 4400, Toronto, Ontario M5X 1B1
HUK 16 Limited	England	07731455	7 River Court Brighthouse Business Village Brighthouse Road Middlesbrough TS2 1RT United Kingdom
HUK 17 Limited	England	07731414	Olympus House Olympus Avenue Leamington Spa Warwickshire CV34 6BF United Kingdom
HUK 18 Limited	England	07767826	7 River Court Brighthouse Business Village Brighthouse Road Middlesbrough TS2 1RT United Kingdom
HUK 19 Limited	England	07767893	7 River Court Brighthouse Business Village Brighthouse Road Middlesbrough TS2 1RT United Kingdom
HMV IP Holdings ULC	British Columbia	BC0922934	Unit 110- 5401 Eglinton Avenue West Etobicoke, Ontario M9C 5K6
HMV Pure Holdings ULC	British Columbia	BC0922939	Unit 110- 5401 Eglinton Avenue West Etobicoke, Ontario M9C 5K6

HMV Digital Holdings ULC	British Columbia	BC0922928	Unit 110- 5401 Eglinton Avenue West Etobicoke, Ontario M9C 5K6
Wholesale Entertainment ULC	British Columbia	BC0922931	Unit 110- 5401 Eglinton Avenue West Etobicoke, Ontario M9C 5K6

**EXHIBIT**

**J**

HMV IP HOLDINGS ULC

and

HMV CANADA INC.

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SUB-SUB-LICENCE AGREEMENT

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## **SUB-SUB-LICENCE AGREEMENT**

THIS SUB-SUB-LICENCE AGREEMENT (THE "AGREEMENT") IS EFFECTIVE AS OF JUNE 26, 2011

### **PARTIES:**

- (1) **HMV IP HOLDINGS ULC**, an unlimited liability company organised and existing under the laws of British Columbia, having its registered office at 355 Burrard Street, Suite 1900, Vancouver, BC V6C 2G8 ("**Sub-sub-licensor**"); and
- (2) **HMV CANADA INC.**, a corporation organised and existing under the laws of Ontario, having its registered office at 5401 Eglinton Avenue West, Unit 110, Etobicoke, ON M9C 5K6 ("**Sub-sub-licensee**").

### **RECITALS:**

- (A) HMV (IP) Limited ("**Owner**") is the owner of the Trade-marks and the Domain Names.
- (B) 7902077 Canada Inc. ("**Sublicensor**") has obtained an exclusive licence from Owner effective June 26, 2011 ("**Master License**") of the Trade-marks and the Domain Names in Canada subject to the terms and conditions of said agreement, with the right to sublicense to any of its Associated Companies any or all of the rights and licences granted to it for the purposes of conducting the HMV Canada Business or any business for which Sublicensor is permitted to use the Trade-marks, the Name and the Domain Names under the Master License.
- (C) In accordance with the provisions of the Master License, Sub-sub-licensor obtained a non-exclusive sublicense effective June 26, 2011 ("**Sub-License**") of the Trade-marks and the Domain Names in Canada subject to the terms and conditions of said agreement, with the right to sub-sub-license to any of its Associated Companies any or all of the rights and Sub-Licence granted to it for the purposes of conducting the HMV Canada Business or any business for which Sub-sub-licensor is permitted to use the Trade-marks, the Name and the Domain Names under the Sub-License.
- (D) Sub-sub-licensee is an Associated Company of Sublicensor and Sub-sub-licensor.
- (E) Sub-sub-licensor wishes to grant a sub-sub-license to sub-sub-licensee and sub-sub-licensee wishes to accept such sub-sub-license in accordance with the terms and conditions set out in this Agreement.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement and the Schedules the terms listed in this clause 1 shall have the meanings respectively set against them unless otherwise specified or required in the context.

**“Associated Company”** means any company which is Sub-sub-licensee’s holding company or a subsidiary of Sub-sub-licensor or its holding company or which is under common control with the Sub-sub-licensee;

**“Brands Manual”** means the brands manual supplied by Sub-sub-licensor to Sub-sub-licensee under clause 5.2, as updated or supplemented by Owner, Sublicensor, or Sub-sub-licensor from time-to-time;

**“Device Mark”** means the device known as the “Dog and Gramophone” or “Dog and Trumpet” as illustrated in Schedule 3;

**“Domain Names”** means the domain names listed in Schedule 2;

**“Effective Date”** means June 26, 2011;

**“EMI Licence”** means the Trade Mark Licence Agreement dated April 23, 2002 between (1) HMV (IP) Limited (2) EMI Records Limited (3) EMI Electrola GmbH & Co KG (4) EMI Music France SA (5) EMI Group Canada Inc;

**“HMV Canada Business”** means the retail of entertainment goods and services in Canada, online services relating to the streaming of entertainment services or the provision of downloadable digital content, including without limitation, the Licensed products;

**“Internet Uniform Resource Locators”** means addresses used to locate a website, for example <http://> ;

**“Licensed Product”** means a good or service sold in conjunction with the HMV Canada Business;

**“Material Default”** means (i) a wilful breach of clauses 5 (use of trade-marks), 7 (use outside Canada) or 9.2 which has a materially detrimental effect on the business of the HMV group of companies; (ii) a breach of clauses 5, 7 or 9.2 which has a materially detrimental effect on the business of the HMV group of companies and which Sub-sub-licensee has failed to remedy within 30 days of receiving notice from Licensor requiring it to remedy such breach; or (iii) any breach of this Agreement which will otherwise endanger the validity of the Trade-marks or which would, if continued, provide a basis for cancellation of the Trade-marks;



**“Name”** means “HMV”;

**“Net Sales”** means the total amount invoiced or otherwise charged by Sub-sub-licensee on account of the final or end product sale of the Licensed Product, less the following deductions to the extent actually incurred or allowed based upon the sale of such Licensed Product:

(a) credits, allowances, discounts and rebates to, and chargebacks for spoiled, damaged, out dated and returned Licensed Product;

(b) freight and insurance costs for transporting such Licensed Products, to the extent invoiced to the purchaser;

(c) sales, value-added and other direct taxes on the sale of the Licensed Product;

(d) customs duties, surcharges and other governmental charges incurred in connection with the exportation or importation of such Licensed Product;

(e) trade, cash, and quantity discounts off of the invoiced price and similar promotional discounts off the invoiced price, all to the extent consistent with normal practice in the industry;

(f) amounts reflecting retroactive price adjustments on sale of Licensed Products, to the extent not previously deducted from Net Sales; and

(g) rebates or chargebacks made on the sale of such Licensed Product, to the extent consistent with the normal practice in the industry, and provided that any and all of the foregoing are calculated in accordance with generally accepted accounting principles applicable to the locality where the invoices are prepared and consistently applied;

**“Picture Mark”** means the device known as “Dog and Gramophone” or “Dog and Trumpet” as illustrated in Schedule 4;

**“Trade-marks”** means the trade-mark applications and registrations listed in Schedule 1; and

**“Words Mark”** means the trade-mark HIS MASTER’S VOICE (either in English or in any other language), whether as all or part of a mark.

- 1.2 The Schedules following the operative part of this Agreement shall be deemed to be incorporated in this Agreement.
- 1.3 In this Agreement:
  - 1.3.1 words denoting the singular shall include the plural and vice versa;
  - 1.3.2 words denoting the neuter shall include the male and female; and

1.3.3 references to persons shall be deemed to include references to natural persons, to firms, to companies and to corporations.

1.4 Clause headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 References in this Agreement to clauses and Schedules are references to clauses of this Agreement and schedules to this Agreement.

## **2. GRANT OF LICENCE**

2.1 Sub-sub-licensor hereby grants Sub-sub-licensee with effect from the Effective Date a non-exclusive, royalty bearing (subject to clause 14) sub-sub-license in Canada to use the Name, the Trade-marks and the Domain Names as indicated in clause 2.2 and clause 7 on and subject to the terms and conditions of this Agreement for the term of this Agreement.

2.2 The non-exclusive sub-sub-licence granted to Sub-sub-licensee in clause 2.1 shall permit Sub-sub-licensee to use the Trade-marks in Canada in relation to the Licensed Products, and goods (wares) and services in relation to which they are respectively registered or applied for (including any goods and services in relation to which they are registered or applied for after the date of this Agreement), and to use the Name:

2.2.1 as a trade mark in relation to retail services relating to entertainment goods and services in Canada;

2.2.2 as the name of retail stores selling entertainment goods in Canada;

2.2.3 as part of its corporate name for the purposes of the HMV Canada Business, and provided that the name also includes the word "Canada";

2.2.4 subject to clause 2.3, as part of the second level of domain names used in connection with the HMV Canada Business and the name of a corresponding website targeted at the Canadian public;

2.2.5 otherwise in the normal operation of the HMV Canada Business; and

2.2.6 in relation to any other goods and services whether or not related to entertainment, provided that such use would be consistent with the reputation of the Name and is not prohibited by the terms of the EMI Licence (as notified in writing by Sub-sub-licensor to Sub-sub-licensee).

2.3 Any domain name used by Sub-sub-licensee which incorporates the Name shall have the country code <.ca> and/or incorporate the word "Canada" in the second level of the domain name.

2.4 The non-exclusive sub-sub-license in this clause 2 is granted subject to the EMI Licence. No rights are granted to use the Trade-marks in any way that would (if the use were made by Owner, Sublicensor, or Sub-sub-licensor) conflict with EMI's exclusive rights under

the EMI Licence. For the avoidance of doubt, the HMV Canada Business does not use the Picture Mark, the Device Mark or the Words Mark and no licence is conferred on the Sub-sub-licensee to use any of the same.

- 2.5 Sub-sub-licensee shall execute all documents and do all things that Sub-sub-licensor may reasonably require at Sub-sub-licensee's expense in order to register Sub-sub-licensee as a permitted user of any of the Trade-marks. The terms of such permitted use shall reflect the terms of the sub-sub-license granted under this Agreement.

### 3. ROYALTIES

- 3.1 In consideration for the Sub-sub-license granted by Sub-sub-licensee hereunder, Sub-sub-licensee shall pay to Sub-sub-licensor a royalty equal to two percent (2%) of Net Sales earned by Sub-sub-licensee on or after June 26, 2011 (the "Royalty") during the term of this Agreement.
- 3.2 Sub-sub-licensee shall deliver to Sub-sub-licensor an accounting period royalty and sales report in a form and on such dates to be mutually agreed upon by the parties. Each such report shall be tailored to reflect how the conduct of the business contemplated hereunder by Sub-sub-licensee is administered, and signed by a duly authorized officer of Sub-sub-licensee and certified by such officer as being accurate indicating the following:
  - 3.2.1 description, product code, billed units, and quantity of Licensed Products produced, used, sold or transferred during the agreed-upon period; and
  - 3.2.2 a computation of the amount of Royalty payable, if applicable.
- 3.3 Royalties shall be paid by Sub-sub-licensee to Sub-sub-licensor in Canadian funds at the same time as the delivery of and in accordance with the Royalty report referred to in paragraph 3.2.
- 3.4 Payments which are overdue for any reason, except where payment is validly withheld, shall bear interest at the prime lending rate for chartered banks as established by the Bank of Canada on the payment due date plus one percent (1%).
- 3.5 Sub-sub-licensee shall prepare and maintain complete and accurate books and records covering all transactions arising out of or relating to this Agreement.
- 3.6 Upon prior written notice, Sub-sub-licensor and its external auditors shall have the right, during regular business hours, during the term of this Agreement and for one (1) year thereafter, to examine said books of account and records in the possession or under the control of Sub-sub-licensee with respect to the sale of Licensed Products. At the request of Sub-sub-licensor, Sub-sub-licensee will provide extracts of such sales records to Sub-sub-licensor. Sub-sub-licensor and/or its external auditors will maintain and respect the confidential and proprietary nature of Sub-sub-licensee's operations when conducting such an examination.

- 3.7 All such books of account, records and documents shall be kept available by Sub-sub-licensee for at least one (1) year after the expiration or other termination of this Agreement.
- 3.8 If, as a result of any examination of the books and records referred to in Paragraph 3.6, it is shown that Sub-sub-licensee's payments of royalties were less than the amount which should have been paid by an amount equal to three percent (3%) or more of the payments actually made during a rolling period, which would include the preceding three (3) accounting periods and the then current accounting period or accounting period in question, Sub-sub-licensee promptly shall reimburse Sub-sub-licensor for the cost of such examination. Sub-sub-licensee promptly shall make all payments required to be made to eliminate any discrepancy revealed by such examination.

#### **4. TERM & RENEWAL**

- 4.1 This Agreement shall continue in effect for 30 years commencing on the Effective Date.
- 4.2 This Agreement shall be renewable at the end of the current term for a successive term as to be agreed upon by the parties unless either party gives written notice of its intention not to renew six months before expiration of the current term.
- 4.3 Sub-sub-licensor shall notify Sub-sub-licensee of any changes in the terms of the Agreement at least 30 days prior to the notice period for renewal or termination, i.e., 60 days prior to the expiration of the then current term if the notice period is 30 days or 90 days prior to the expiration of the then current term if the notice period is 60 days.

#### **5. USE OF TRADE-MARKS**

##### **Sub-sub-licensee obligations**

- 5.1 Sub-sub-licensee shall ensure that any wares or services provided by it under the Trade-marks are of characteristics and a quality which meet the Sub-sub-licensor's requirements as notified by the Sub-sub-licensor to Sub-sub-licensee from time to time, such requirements not to be more onerous than those applicable to the Owner's United Kingdom HMV business from time to time, and not substantially more onerous than those applied in the HMV Canada Business as at May 29, 2011. Sub-sub-licensee shall, at Sub-sub-licensor's request and expense, provide to Sub-sub-licensor samples of any wares provided under any of the Trade-marks and any marketing materials using any of the Trade-marks. Sub-sub-licensee shall also, at Sub-sub-licensor's request and expense, provide information to Sub-sub-licensor and allow Sub-sub-licensor or its agents access to relevant premises in relation to the provision of services under any of the Trade-marks. Sub-sub-licensee shall promptly comply with all instructions and directions issued by Sub-sub-licensor to ensure Sub-sub-licensee complies with the terms of this Agreement following Sub-sub-licensor's examination and consideration of the matters contemplated by this clause 5.1.
- 5.2 Sub-sub-licensee shall use the Trade-marks substantially in accordance with the use by Owner in the United Kingdom and the then current Brands Manual, except to the extent

that a variation of use is expressly agreed by Sub-sub-licensor in writing. Sub-sub-licensor shall only be entitled to withhold its agreement to a variation of use where such variation of use will harm the identity or reputation of the "HMY" brand. Variations agreed by Sub-sub-licensor are licensed under clause 2.

- 5.3 Sub-sub-licensee shall not use the Trade-marks save as expressly permitted by this Agreement. The use of any of the Trade-marks by the Sub-sub-licensee in connection with new lines of wares or services shall be subject to the prior written agreement of Sub-sub-licensor. Sub-sub-licensor will not unreasonably delay its agreement and shall only be entitled to withhold its agreement where the variation of use would be prejudicial to the reputation of the "HMY" brand. New wares or services agreed by Sub-sub-licensor are licensed under clause 2.
- 5.4 Sub-sub-licensee shall not cause or permit anything which it knows or ought reasonably to know will damage, endanger or adversely affect the Trade-marks (or any application or registration in respect thereof from time to time) or which it knows or reasonably ought to know will materially damage the goodwill or reputation of the "HMY" brand or assist or allow others to do so.
- 5.5 Sub-sub-licensee shall when using any of the Trade-marks include a notice identifying Owner as owner of the Trade-marks and stating that they are used under licence by Sub-sub-licensee, except in those cases where inclusion of such a notice is not reasonably practicable. Sub-sub-licensee shall always use the ® device when identifying any of the Trade-marks in such notice. Sub-sub-licensee shall comply with Sub-sub-licensor's reasonable directions for the minimum use of such notices where such use is necessary to maintain the validity of the Trade-marks
- 5.6 Sub-sub-licensee shall not apply for the registration of the Trade-marks or any names, marks or logos that are the same or similar to the Trade-marks as Trade-marks, business names, top level domains or domain names anywhere in the world.

#### **Sub-sub-licensor obligations**

- 5.7 Sub-sub-licensor shall not cause or permit anything which it knows or ought reasonably to know will damage, endanger or adversely affect the Trade-marks (or any application or registration in respect thereof time to time) or which it knows or ought reasonably to know will materially damage the goodwill or reputation of the "HMY Canada" brand or assist or allow others to do so.
- 5.8 Sub-sub-licensor shall ensure that all traffic via the Domain Names is pointed at Internet Uniform Resource Locators as requested from time to time by Sub-sub-licensee.

#### **6. GOODWILL OF THE TRADE-MARKS**

- 6.1 Sub-sub-licensee acknowledges that the goodwill and all other rights in and associated with the Trade-marks are vested absolutely in Owner and agrees that all goodwill and other rights relating to the Trade-marks accruing through the operation of the HMY Canada Business shall accrue solely in favour of and belong exclusively to Owner.

6.2 If any such goodwill and/or rights at any time accrue to Sub-sub-licensee by operation of law or howsoever otherwise, Sub-sub-licensee at its own expense shall forthwith on demand do all such acts and things and execute all such documents as Sub-sub-licensor shall deem necessary to vest such rights absolutely in Owner.

6.3 Nothing in this clause 6 shall require the Sub-sub-licensee to assign, transfer or provide to the Licensor any customer or supplier lists.

## **7. USE OUTSIDE CANADA**

7.1 Sub-sub-licensee shall not actively solicit orders for any wares or services outside Canada under the Name, the Trade-marks, the Domain Names or any variations licensed to it under clause 5.2, whether through its online operations or otherwise. This includes, for example and without limitation, displaying prices on a website in a currency other than the currency of Canada, providing a contact telephone number outside Canada, displaying a website in a language other than English or French or by actively marketing a website outside Canada.

7.2 Online operations of Sub-sub-licensee shall not be in breach of the restriction under clause 7.1 provided that Sub-sub-licensee does not actively and specifically solicit orders for any wares or services outside Canada through online operations conducted under the Name, the Trade-marks, the Domain Names or any variations licensed to it under clause 5.2. Sub-sub-licensee shall be permitted to accept any unsolicited orders for any wares or services which it may receive from outside Canada.

## **8. MAINTENANCE OF TRADE-MARKS AND DOMAIN NAMES**

8.1 It is acknowledged that Owner will maintain registration and renewal records for the Trade-marks and the Domain Names and shall pay all registration and renewal fees in connection with the same.

8.2 Sub-sub-licensee shall upon Sub-sub-licensor's request provide all information and assistance, including by providing declarations of use and evidence of use, that may be necessary or appropriate to register, maintain or renew the Trade-marks in Owner's name.

## **9. TRADE-MARK REGISTRATIONS**

9.1 If the Sub-sub-licensee's adoption of a variation to a Trade -mark for or incorporating the Name is agreed by Sub-sub-licensor under clause 5.2 and Sub-sub-licensee wishes Owner to obtain registered protection for the trade-mark in Canada, Sub-sub-licensor shall use reasonable efforts to have Owner at Sub-sub-licensee's cost apply for and procure the registration of such new trade-mark in Canada and shall use reasonable endeavours to maintain the same thereafter during the term of this Agreement at Sub-sub-licensee's cost. Any registered trade-mark granted in Canada resulting therefrom shall be within the scope of the sub-sub-license granted under this Agreement.

- 9.2 Sub-sub-licensee shall not apply to register or register any Trade-marks for or incorporating the Name in its own name, other than as permitted by this Agreement.

#### **10. THIRD PARTY UNAUTHORISED USE**

- 10.1 If Sub-sub-licensee learns of any infringement or unauthorised use of any of the Trade-marks in Canada, Sub-sub-licensee shall promptly notify Sub-sub-licensor of the same.
- 10.2 It is acknowledged that Owner shall have the first right to take any action in respect of any infringement, challenge or unauthorised use of any of the Trade-marks in Canada, subject to the Sub-sub-licensor being provided with prior written notice of such action.
- 10.3 Where Owner, Sublicensor, or Sub-sub-licensor takes any action in respect of the infringement of, challenge to or unauthorised use of any of the Trade-marks in Canada, Sub-sub-licensee acknowledges that Owner, Sublicensor, or Sub-sub-licensor, as appropriate, shall be solely responsible for the conduct of such action, including the prosecution, defence or settlement of any legal proceedings, and Sub-sub-licensee shall make no admission as to liability and shall not agree to any settlement or compromise of any action or legal proceedings, and shall at Owner, Sublicensor, or Sub-sub-licensor's expense provide such assistance as Owner, Sublicensor, or Sub-sub-licensor may reasonably require in connection therewith.
- 10.4 Should Owner, Sublicensor, or Sub-sub-licensor decide not to take any action in respect of infringement of, challenge to or unauthorised use of any of the Trade-marks in Canada notified to it by Sub-sub-licensee, Sub-sub-licensor shall notify Sub-sub-licensee in which event Sub-sub-licensee shall be entitled (so far as permitted by the relevant statutes), at its sole cost, to take such action (including instituting or defending legal proceedings) as it thinks fit. Sub-sub-licensor shall, at Sub-sub- licensee's expense, give Sub-sub-licensee all such assistance as Sub-sub-licensee may reasonably require in connection with such action and Sub-sub-licensee shall keep Sub-sub-licensor informed of any material progress in respect of the same and shall not make any admission as to liability or agree to any settlement or compromise of any action or legal proceedings without Sub-sub-licensor's prior written consent, such consent not to be unreasonably withheld or delayed. Sub-sub-licensor consents to the use of its name by Sub-sub-licensee in any legal proceedings instituted or defended by Sub-sub-licensee in accordance with clause 10.4 in so far as it is necessary for the institution, prosecution or defence of such proceedings.
- 10.5 Sub-sub-licensee shall indemnify Sub-sub-licensor from and against all losses, damages, liabilities and expenses (including legal expenses) suffered or incurred by Sub-sub-licensor as a result of being named as a party to or added as a claimant to the proceedings contemplated by clause 10.3 or otherwise properly and reasonably incurred by Sub-sub-licensor as a result of Sub-sub-licensor providing assistance to Sub-sub-licensee in connection with such proceedings.
- 10.6 Sub-sub-licensor will indemnify and hold harmless Sub-sub-licensee from and against any losses, awards, damages, costs (including reasonable legal fees) and expenses

incurred by or awarded against Sub-sub-licensee as a result of any claim by a third party that Sub-sub-licensee's use of the Trade-marks listed in Schedule 1 of this Agreement as at the Effective Date in respect of those goods and services for which HMV Canada, Inc. used those Trade-marks until the Effective Date infringes the third party's rights provided that Sub-sub-licensee:

10.6.1 promptly notifies Sub-sub-licensor in writing of any such claim;

10.6.2 makes no admissions or settlements without Sub-sub-licensor's prior written consent;

10.6.3 at Sub-sub-licensor's request and expense, allows Sub-sub-licensor complete control over the handling of any such claim, provided that:

- (a) Sub-sub-licensor shall not be entitled to make any settlement which would materially adversely affect Sub-sub-licensee's use of the Trade-marks as permitted by this Agreement without Sub-sub-licensee's prior written consent, not to be unreasonably withheld or delayed; and
- (b) Sub-sub-licensor shall consult in good faith with Sub-sub-licensee in relation to the action to be taken to avoid, dispute, resist, mitigate, settle, compromise or defend the claim or appeal any decision, judgment or adjudication with respect to the claim; and

10.6.4 gives Sub-sub-licensor all information and assistance as Sub-sub-licensor may reasonably require at Sub-sub-licensor's cost.

10.7 Sub-sub-licensor shall indemnify Sub-sub-licensee from and against all losses, damages, liabilities and expenses (including legal expenses) suffered or incurred by Sub-sub-licensee as a result of being named as a party to or added as a claimant to the proceedings contemplated by clause 10.3 or otherwise properly and reasonably incurred by Sub-sub-licensee as a result of Sub-sub-licensee providing assistance to Sub-sub-licensor in connection with such proceedings.

## **11. LIABILITY**

11.1 Subject to clause 11.2, Sub-sub-licensor shall not have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profit on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss of damage (whether any such loss or damage was foreseen, foreseeable, known or otherwise) arising out of or relating to this Agreement or any collateral contract (including any liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement), whether such liability arises in contract, tort (including negligence) or otherwise.

11.2 Nothing in this Agreement shall exclude or limit Sub-sub-licensor's liability for the tort of deceit or for death or personal injury caused by its own negligence or any other



liability if and to the extent that the same may not be limited or excluded by applicable law.

## **12. INDEMNITY**

12.1 Subject to clause 10.6, Sub-sub-licensee shall indemnify Sub-sub-licensor from and against any and all liabilities, costs, damages, losses and expenses (including legal expenses) incurred by or awarded against Sub-sub-licensor as a result of or in connection with any third party claim relating to Sub-sub-licencee's use of the Name or the Trade-marks or the Domain Names or the conduct of any business or the provision of any wares or services under or by reference to any of them provided that Sub-sub-licensor:

12.1.1 promptly notifies Sub-sub-licensee in writing of any such claim;

12.1.2 makes no admissions or settlements without Sub-sub-licensee's prior written consent;

12.1.3 at Sub-sub-licensee's request and expense, allows Sub-sub-licensee complete control over the handling of any such claim, and Sub-sub-licensee shall consult in good faith with Sub-sub-licensor in relation to the action to be taken to avoid, dispute, resist, mitigate, settle, compromise or defend the claim or appeal any decision, judgment or adjudication with respect to the claim; and

12.1.4 gives Sub-sub-licensee all information and assistance as Sub-sub-licensee may reasonably require at Sub-sub-licensee's cost.

## **13. CONFIDENTIAL INFORMATION**

13.1 Sub-sub-licensee agrees only to use the Brands Manual for the purposes of ensuring its compliance with this Agreement and to keep the Brands Manual and any other branding guidelines provided by Sub-sub-licensor confidential, and not to disclose further such materials to any third party without Sub-sub-licensor's prior written consent.

13.2 The confidentiality obligations set out in clause 13.1 shall not apply to any information which:

13.2.1 is in the public domain or has subsequently entered the public domain (otherwise than as a result of disclosure by Sub-sub-licensee or any of its officers, employees, agents, contractors or representatives);

13.2.2 was at the time of its receipt by Sub-sub-licensee already in the possession of Sub-sub-licensee free from any obligation of confidentiality towards Sub-sub-licensor, and had not been acquired previously by any person in breach of any obligation of confidentiality towards Sub-sub-licensor; or

13.2.3 has been disclosed to Sub-sub-licensee under an express written statement that it is not confidential,

## 14. TERMINATION

- 14.1 Without prejudice to all other rights or remedies of Sub-sub-licensor, Sub-sub-licensor may at any time terminate the licence granted under clause 2.1 forthwith on notice in writing if:
- 14.1.1 Sub-sub-licensee challenges or disputes the validity of or Owner's ownership of, or takes any step inconsistent with, any of the Trade-marks, including by taking any action either directly or indirectly to oppose the renewal of or to cancel any of the Trade-marks; or
  - 14.1.2 Sub-sub-licensee goes into liquidation, either compulsorily or voluntarily (except for the purposes of, and immediately followed by, a reconstruction or amalgamation and in such manner that the resulting company agrees to be bound by the obligations under this Agreement) or if a receiver, administrative receiver, receiver manager or administrator is appointed in respect of the whole or any part of Sub-sub-licensee's assets, or if Sub-sub-licensee makes an assignment for the benefit of, or composition arrangement with, its creditors generally or if the Sub-sub-licensee enters into any similar process or arrangement under the laws of any other jurisdiction.
- 14.2 Without prejudice to clause 14.1, Sub-sub-licensor may terminate the licence granted under clause 2 in the event that Sub-sub-licensee commits a Material Default, provided that Sub-sub-licensor has followed the following process:
- 14.2.1 if Sub-sub-licensee commits a Material Default Sub-sub-licensor shall serve written notice on Sub-sub-licensee specifying the Material Default in outline;
  - 14.2.2 the matter shall then be escalated to the senior management of Sub-sub-licensor and Sub-sub-licensee for resolution;
  - 14.2.3 if the senior management of Sub-sub-licensor and Sub-sub-licensee fail to agree on a resolution within seven days of the matter being referred to them, the matter shall then be escalated to the appropriate directors of Sub-sub-licensor and Sub-sub-licensee for resolution;
  - 14.2.4 if the directors of Sub-sub-licensor and Sub-sub-licensee fail to agree on a resolution within 14 days of the matter being referred to them, Sub-sub-licensor shall be entitled to give written notice to Sub-sub-licensee of its intention to terminate the sub-sub-license;
  - 14.2.5 if Sub-sub-licensee fails to remedy the Material Default within 30 days of receiving notice pursuant to clause 14.2.4, Sub-sub-licensor shall be entitled to terminate the sub-sub-license granted under clause 2 on written notice to Sub-sub-licensee.

- 14.3 The process described at clause 14.2 is without prejudice to Sub-sub-licensor's right to take any action it deems appropriate (including the commencement of court proceedings) in relation to any breach of this Agreement by Sub-sub-licensee.
- 14.4 Without prejudice to clauses 14.1 and 14.2, Sub-sub-licensor may at any time terminate the licence granted under clause 2 forthwith on notice in writing in respect of any of the Trade-marks which Sub-sub-licensee has not made genuine use of for an uninterrupted period of over three years. If Sub-sub-licensor has grounds to believe that such circumstances exist, Sub-sub-licensor shall notify Sub-sub-licensee and Sub-sub-licensee shall within 10 days provide Sub-sub-licensor with written details of what use (if any) it has made of the relevant Trade-marks during the three years preceding the date of the notification sent to Sub-sub-licensee by Sub-sub-licensor.
- 14.5 If the sub-sub-license under clause 2 is terminated for any reason, all rights and sub-sub-licences granted to Sub-sub-licensee will revert to Sub-sub-licensor and Sub-sub-licensee shall as reasonably practicable and in any event within 60 days:
- 14.5.1 cease to use (and not thereafter use) the Trade-marks; and
- 14.5.2 execute all documents and do all things that Sub-sub-licensor may require to procure the removal from any Trade-marks register of any reference to Sub-sub-licensee as Sub-sub-licensee of the Trade-marks.

## **15. ASSIGNMENT**

- 15.1 Sub-sub-licensee may assign its rights, subject to its obligations, under this Agreement in whole or in part to any third party acquiring the whole or a substantial part of the HMTV Canada Business, provided that any such assignee undertakes in writing to Sub-sub-licensor that it will perform all the obligations of Sub-sub-licensee under this Agreement. Sub-sub-licensee may not otherwise assign or deal in any way with any of its rights under this Agreement without the prior written agreement of Sub-sub-licensor.
- 15.2 Sub-sub-licensor may assign this Agreement in whole or in part to any third party to which it may assign the Trade-marks or in connection with any other dealing in the Trade-marks, without recourse to Sub-sub-licensee. Sub-sub-licensor agrees to make any assignment of its rights in the Trade-marks subject to the sub-sub-license granted to Sub-sub-licensee under this Agreement.

## **16. ENTIRE AGREEMENT**

- 16.1 This Agreement contains the whole agreement between the parties relating to the matters contained in this Agreement and supersedes any previous agreement (whether oral or in writing) between the parties relating to those matters.
- 16.2 Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into this Agreement.

- 16.3 Each party acknowledges that in entering into this Agreement it has not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.
- 16.4 In connection with the subject matter of this Agreement, each party waives all rights and remedies (including any right or remedy based on negligence) which might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant which is not set out in this Agreement.
- 16.5 Nothing in this clause 16 limits or excludes any liability for fraud.

**17. WAIVER**

- 17.1 A party can only waive a right or remedy provided in this Agreement or by law by express written notice.
- 17.2 If a party delays or fails to exercise any power, right or remedy under this Agreement, this will not operate as a waiver of that power, right or remedy, nor will it impair or prejudice it.
- 17.3 Any single or partial exercise or waiver of any power, right or remedy will not preclude its further exercise or the exercise of any other power, right or remedy.

**18. SEVERABILITY**

- 18.1 Each of the provisions of this Agreement is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.
- 18.2 The parties may agree to amend this Agreement in order to ensure its terms are valid, lawful and enforceable.

**19. NO AGENCY**

Nothing in this Agreement shall create or be deemed to create a partnership of the relationship of principal and agent or employer and employee between the Parties.

**20. VARIATION OF AGREEMENT**

No variation of or amendment to this Agreement shall be effective unless agreed in writing and signed by the Sub-sub-licensor and the Sub-sub-licensee or their authorised representatives.

## 21. NOTICES

21.1 Any notice or other communication required under this Agreement must be in writing and service must be by one of the following methods:

21.1.1 personally (when service will be effective on delivery); or

21.1.2 by recorded delivery (when service will be effective on delivery).

21.2 Addresses for service are those set out above or any other address that one party has notified to the other party using the notice procedure in clause 21.

## 22. THIRD PARTY BENEFICIARIES

The parties acknowledge and agree that the Owner, although not a signatory to this Agreement, shall be entitled to any rights or benefits arising from this Agreement, including without limitation the right to enforce the terms and conditions hereof.

## 23. GOVERNING LAW AND JURISDICTION

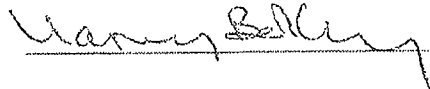
23.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

23.2 The parties irrevocably agree that the courts of the province of Ontario have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

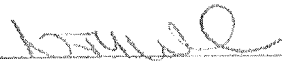
23.3 Sub-sub-licensee acknowledges and agrees that use of the Name or the Trade-marks by Sub-sub-licensee in breach of this Agreement amounts to an infringement of the Trade-marks and that Sub-sub-licensor, Sublicensor, or Owner has the right to take trade-mark infringement action in respect of the same in any court of competent jurisdiction.

This Agreement is effective as of the Effective Date.

Signed by  
duly authorised by and  
for and on behalf of  
**HMV IP HOLDINGS ULC**



  
\_\_\_\_\_  
Name: HARVEY BERKLEY  
Title: VP Finance

Signed by  
duly authorised by and  
for and on behalf of  
HMY CANADA INC.

  
\_\_\_\_\_  
DAVID WILLIAMS  
\_\_\_\_\_  
Name:  
Title: PRESIDENT

## SCHEDULE 1

### Trade-marks

Device	Title	Reg. No.	Specification	Date Filed
	CANAL HMV & Design	TMA770388	Services: (1) Broadcasting of audio entertainment shows featuring music content as well as related facts and information; broadcasting of video entertainment shows featuring music content as well as related facts and information.	27/02/2008
	CHANNEL HMV & Design	TMA769860	Services: (1) Broadcasting of audio entertainment shows featuring music content as well as related facts and information; broadcasting of video entertainment shows featuring music content as well as related facts and information.	27/02/2008
	COOL STUFF MONEY CAN'T BUY	App 1473454	Wares: (1) Loyalty rewards program cards. Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and speciality items.	17/03/2010
	DES EXTRAS QUI NE S'ACHÈTENT PAS	TMA791191	Wares: (1) Loyalty rewards program cards. Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and	17/03/2010

Device	Title	Reg. No.	Specification	Date Filed
			speciality items.	
	GET CLOSER	App 1392593	Wares: (1) Apparatus for recording, compressing, transmission or reproduction of sound or images, namely, video players and recorders, digital media players, DVD players, writers and recorders, CD players, writers and recorders, MP3 players, MP4 players; telecommunication apparatus and accessories, namely, portable and handheld digital electronic devices, namely, computers, MP3 players, MP4 players, personal digital assistants (PDA); telecommunication kits and accessories for broadband telecommunication services and the internet, namely, PC drives, hard drives, flash memory drives, disc drives, tape drives, memory drives, electronic circuit boards, computer program memory cartridges, namely, USBs, thumb drives, miniature drives, memory drives and flash drives; mobile telephones; combined phones with cameras; camcorders; personal digital assistants (PDA); wireless communication devices, namely, portable and handheld digital electronic devices, namely, computers, MP3 players, MP4 players, personal digital assistants (PDA), in store wireless music and digital media kiosks for downloading music and video; compact disc players; MP3	23/04/2008



Device	Title	Reg. No.	Specification	Date Filed
			and MP4 players; video players and recorders; DVD players, writers and recorders; CD players, writers and recorders; portable media players; cases and fascias for all the aforesaid equipment; PC drives; hard drives; flash memory drives; disc drives; tape drives; modems; headphones; parts and fittings for all the aforesaid goods; electronic circuit boards; computer program memory cartridges; digital media players, compact disc players, digital audio tape and disc players, digital video disc players, digital rights management-less hardware, namely MP3 players, MP4 players, personal digital assistants (PDA); in-store wireless kiosks with download capacity; download recorders for cell phones or other apparatus for recording, namely, portable and handheld digital electronic devices, namely, computers, MP3 players, MP4 players, personal digital assistants (PDA); magnetic data carriers, namely PC drives, hard drives, flash memory drives, disc drives, tape drives, memory drives, electronic circuit boards, computer program memory cartridges, namely, USBs, thumb drives, miniature drives and flash drives; CDs containing music, books, computer games, movies or photographs; DVDs containing music, books,	

Device	Title	Reg. No.	Specification	Date Filed
			computer games, movies or photographs; SACDs containing music, books, computer games, movies or photographs; mini-discs containing music, books, computer games, movies or photographs; high definition DVDs containing music, books, computer games, movies or photographs; portal Media (pre-recorded disks of sound, audio, digital and video recordings made available to consumers allowing instant communication); sound recordings on compact discs and digital versatile discs; music recordings on compact discs and digital versatile discs; video recordings on digital versatile discs; audiovisual recordings on digital versatile discs; audio books; books; downloadable sound, music, video, images, games and texts; video games; computer games programs; software and cartridges for any type of games apparatus; games apparatus adapted for use with television receivers, namely joy sticks and musical instruments; books recorded on computer media; racks and cases, all adapted to hold CDs, DVDs, SACDs, mini-discs or high definition DVDs; computer games programs; games consoles; joysticks; headphones; drive consoles; light guns; keyboards; fitting and parts thereof; computer interfaces to remote units, namely computer interface	


Device	Title	Reg. No.	Specification	Date Filed
			<p>boards, computer interface cards and network interface cards; electronic publications on topics of general interest (downloadable) provided on-line from databases, via the Internet and wireless computer networks</p> <p>(2) Printed publications, namely books and magazines; comics; periodicals; posters; photographs; prints; albums; stickers; calendars; greetings cards; diaries; manuals; paper, namely wrapping paper, printing paper, copy paper and writing paper; paper articles, namely, birthday cards, labels, note pads and postcards; writing implements; stationery, namely, binders, birthday cards, crayons, labels, note pads, pens, pencils and postcards; gift vouchers; voucher books; gift certificates, book and record tokens; gift stationery, namely binders, birthday cards, crayons, labels, note pads, pens, pencils and postcards; gift wrappers; gift packaging; gift tags</p> <p>(3) Clothing, namely underwear, socks, vests, tee shirts, shorts, trousers, coats, and jackets; headgear, namely caps and hats</p> <p>(4) Games and playthings, namely card games, word games and puzzles; board games; toys, namely balls, stuffed animals and toy vehicles; electronic games machines and hand-held games (other than those</p>	

Device	Title	Reg. No.	Specification	Date Filed
			<p>adapted for use with television receivers only); video gaming machines</p> <p>Services: (1) Advertising, namely, selling the wares of others by mail; provision of advertising space through computer networks and websites; the organisation and provision of loyalty card schemes and services; the bringing together, for the benefit of others (including consumers), of a variety of goods, namely, books, magazines, products (whether or not in tangible form) carrying or containing music, products (whether or not in tangible form) carrying or containing audio-visual matter, electronic games, apparatus and equipment relating to any of the foregoing, other goods in the consumer electronics or home entertainment or personal entertainment or consumer communications markets, posters, calendars, paper goods, writing implements, stationery and mouse mats, novelty items, gift sets, badges, keyrings, fridge magnets and metal plaques and mugs, blank recording media, toys, playthings and games (including board games), and clothing and headgear, enabling customers to conveniently view, sample and purchase those goods from a retail outlet, mail order catalogue or internet web site</p> <p>(2) Issuing of tokens,</p>	

Device	Title	Reg. No.	Specification	Date Filed
			<p>vouchers and coupons of value in relation to loyalty schemes and gift redemption schemes</p> <p>(3) Telecommunications, namely, delivery of digital music, video games and books on general topics of interest by wireless telecommunication through radio and computer networks; broadcasting of audio entertainment shows featuring music content as well as related facts and information; broadcasting of video entertainment shows featuring music content as well as related facts and information; webcasting; providing access to digital music web sites on the internet; providing internet portals for uploading, downloading and sharing video clips and other digital content on-line; leasing access time to computer databases; providing internet chatrooms and virtual chatrooms; providing on-line forums, interactive bulletin boards and interactive communication services; streaming media and transmission of information, messages, text, data, multimedia content, videos and images on general topics of interest by wireless telecommunication and through radio and computer networks; delivery by way of wireless telecommunication of multimedia content to computers, portable media players, cellular telephones</p>	

Device	Title	Reg. No.	Specification	Date Filed
			<p>and portable digital assistants (PDAs); short messaging services (SMS); transmission of advertising material for others; organising and providing online community forums for users to post, search, watch, share, critique, rate and comment on audio, video and other multimedia content; provision of access time to the internet; providing access to, lending and rental of media bearing audio matter, audio-visual matter, texts, images, multimedia works and electronic games; providing access to, rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter, audio-visual matter, texts, images, multimedia works and electronic games</p> <p>(4) Entertainment, cultural activities and events, namely concerts, musical performances, theatrical performances, outdoor festivals; publication of weblogs; organisation, production and presentation of social, cultural and entertainment events, namely musical concerts, theatre productions, personal appearances by a movie star or sports celebrity, games, quizzes and competitions; distribution of films, audio and video recordings, electronic games and multimedia recordings; provision of amusement</p>	


Device	Title	Reg. No.	Specification	Date Filed
			<p>centres; electronic games services provided on-line or by means of a global computer network; production, editing, presentation and recording of films, audio and video recordings, images, texts and multimedia works; lending and rental of media bearing audio matter, audio-visual matter, texts, images, multimedia works and electronic games, for educational or entertainment purposes; rental and lending of equipment for playing, recording, storing, compressing or otherwise processing audio matter, audio-visual matter, texts, images, multimedia works and electronic games</p> <p>(5) hosting of digital content on the internet and online facilities for hosting, sharing, organising and conducting online meetings, gatherings, forums, chatrooms, journals, blogs and interactive discussions; provision of access time to computers; internet café services; creation and hosting of internet web sites; provision, lending and rental of computers and equipment for storing, compressing or otherwise processing audio matter, audio-visual matter, texts, images, multimedia works and electronic games</p> <p>(6) Cafeteria and coffee shop services</p> <p>(7) Social networking</p>	

Device	Title	Reg. No.	Specification	Date Filed
			services, namely providing chat rooms and electronic bulletin boards for the transmission of messages among users on topics of general interest; internet-based social networking services	
	HMV Stylised	App 1442352	Wares: (1) Apparatus for recording, transmission or reproduction of sound or images, namely, video players and recorders, digital media players, DVD players, CD players, MP3 players, PC drives, hard drives, flash memory drives, disc drives, tape drives, memory drives, electronic circuit boards, computer program memory cartridges, namely, USBs, thumb drives, miniature drives, memory drives and flash drives, portable and handheld digital electronic devices namely computers, MP3 players, MP4 players, personal digital assistants (PDA), all for recording, organizing, transmitting, manipulating, and reviewing text, data, and audio files, in store wireless music and digital media kiosks for downloading music and videos, and download recorders for cell phones, namely, software and drives adapted to enable downloads and recordings to cell phones and mobile phones; compact disc players; MP3 players; magnetic data carriers and recording discs, namely, blank recordable CDs, DVDs, mini-	22/06/2009


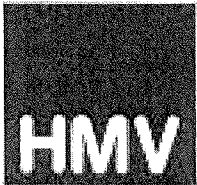



Device	Title	Reg. No.	Specification	Date Filed
			discs and SACDs; blank re-recordable mini-discs, DVDs, high definition DVDs, DVDs-A, namely, DVDs - Audio, and SACDs, laser discs and floppy discs; sound recordings, music recordings and video recordings, namely, audio, data, visual and interactive videos, CDs, DVDs, high definition DVDs, mini-discs and SACDs featuring music, videos, moving and still images, video games, movies and books; computer software, namely, computer game programs, computer software for instant messaging and blogging, computer operating software; computer games programs; software and cartridges for any type of games apparatus, namely, computer game software and computer game cartridge, video game software and video game cartridge, and electronic game software and electronic game cartridge; games apparatus adapted for use with television receivers, namely, games apparatus playable on TVs, screens, visual display units, monitors and computer screens, namely, game consoles, computer video game players, joysticks, video gaming machines, headphones, drive consoles, light guns, keyboards, interactive games equipment, namely, joysticks, goggles, gloves incorporating sensors and control mechanism, laser	

Device	Title	Reg. No.	Specification	Date Filed
			<p>tag equipment, game mats, game controllers, sensors, adaptors, game pads, gaming simulators, computer mouse devices, apparatus and screens to run gaming simulators, computer interfaces to remote units and fittings and parts therefor, namely, computer interface boards and cables, computer interface card, universal peripheral interface hardware, adapting units, computer interfaces to remote units and fittings and parts therefore, namely computer interface chip cards and drives.</p> <p>(2) Printed publications, namely, books, magazines, calendars, journals, newsletters, notebooks, pamphlets and leaflets, printed games, printed musical score and music sheets and film guides.</p> <p>(3) Clothing, namely, casual clothing, t-shirts, and athletic clothing; headgear, namely, hats, caps, scarves, bandannas, headbands, visors and berets.</p> <p>(4) Electronic games machines and hand-held games (other than those adapted for use with television receivers only); playing cards.</p> <p>Services: (1) Bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view, sample and purchase those goods in a retail outlet specialising in music, videos, games and</p>	

Device	Title	Reg. No.	Specification	Date Filed
			<p>books; the bringing together, for the benefit of others, of a variety of goods, enabling customers to conveniently view, sample and purchase those goods from a mail order catalogue or Internet web site specialising in music, video, games and books, or by means of telecommunications.</p> <p>(2) Delivery of digital music, namely enabling and allowing downloading of music, movies, films, video files, books, and games online via the computer and through in store wireless kiosks, MP3s, MP4s, digital media players, flash memory drives, and mobile phones; providing access to digital music web sites on the Internet.</p>	
	PUR HMV	App 1473450	<p>Wares: (1) Loyalty rewards program cards.</p> <p>Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and speciality items.</p>	17/03/2010
	PUR HMV Stylised	App 1473457	<p>Wares: (1) Loyalty rewards program cards.</p> <p>Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and</p>	17/03/2010

Device	Title	Reg. No.	Specification	Date Filed
			speciality items.	
	PURE HMV	App 1473449	Wares: (1) Loyalty rewards program cards. Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and speciality items.	17/03/2010
	PURE HMV Stylised	App 1473456	Wares: (1) Loyalty rewards program cards. Services: (1) Loyalty rewards program services namely the operation of an incentive reward program providing customers with redeemable rewards points for use in association with consumer products, concerts and speciality items.	17/03/2010
	HMV THE MUSIC EXPERTS	TMA518700	Services: (1) Operation of stores specializing in the sale of records, tapes, compact discs, videos and related products.	06/03/1990
	HMV	TMA351924	Services: (1) Operation of stores specializing in the sale of records, tapes, compact discs, videos and related products. (2) Operation of stores specializing in the sale of video tapes. (3) Operation of stores specializing in the sale of laser discs (4) Operation of stores specializing in the sale of computer games	18/12/1987

Device	Title	Reg. No.	Specification	Date Filed
	HMV stylised (colour)	TMA363340	Services: (1) Operation of stores specializing in the sale of records, tapes, compact disc and related products. (2) Operation of stores specializing in the sale of video tapes. (3) Operation of stores specializing in the sale of laser discs. (4) Operation of stores specializing in the sale of computer games.	27/06/1988
	HMV stylised	TMA363739	Services: (1) Operation of stores specializing in the sale of records, tapes, compact disc and related products. (2) Operation of stores specializing in the sale of video tapes. (3) Operation of stores specializing in the sale of laser discs. (4) Operation of stores specializing in the sale of computer games.	27/06/1988
	HMV stylised (colour)	TMA774857	Wares: (1) Apparatus for recording, transmissions or reproduction of sound or images, namely, video players and recorders, digital media players, DVD players, CD players, MP3 players, computer program memory cartridges, namely, USBs, MP3 players, MP4 players, magnetic data carriers and recording discs, namely, blank recordable CDs, DVDs; blank re-recordable DVDs, high definition DVDs, DVDs-A, namely, DVDs - Audio; sound recordings, music recordings	28/03/2006

Device	Title	Reg. No.	Specification	Date Filed
			<p>and video recordings, namely, audio, data, visual and interactive videos, CDs, DVDs, high definition DVDs and SACDs featuring music, videos, moving and still images, video games, movies and books; computer software, namely, computer game programs; software and cartridges for any type of games apparatus; games apparatus adapted for use with television receivers, namely, games apparatus playable on TVs, screens, visual display units, monitors and computer screens, namely, game consoles, computer video game players, joysticks, video gaming machines, headphones, interactive games equipment, namely, joysticks, goggles, gloves incorporating sensors and control mechanism, game mats, game controllers, sensors, adaptors, game pads, computer interfaces to remote units and fittings and parts therefor namely, computer interface card.</p> <p>(2) Printed publications, namely, books, magazines, calendars, journals, newsletters, notebooks, pamphlets and leaflets, and games, music and film guides</p> <p>(3) Clothing, namely, casual clothing, t-shirts, and athletic clothing; headgear, namely, hats, caps, scarves, bandannas, headbands, visors and berets</p> <p>(4) Electronic games machines and hand-held</p>	

Device	Title	Reg. No.	Specification	Date Filed
			<p>games (other than those adapted for use with television receivers only); playing cards</p> <p>Services: (1) Operation of retail and online stores specializing in music, video, video games and books for purchase on location, online, through email order and telephone order; and mail order catalogue services featuring music, videos, games and books for purchase through mail order and telephone order</p> <p>(2) Delivery of digital music, namely enabling and allowing downloading of music, online via the computer, MP3s, MP4s, digital media players and flash memory drives; providing access online via the computer, MP3s, MP4s, digital media players and flash memory drives.</p>	

## SCHEDULE 2

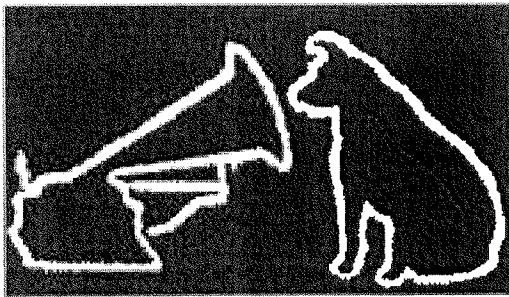
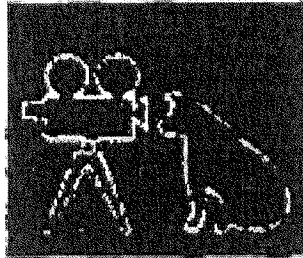
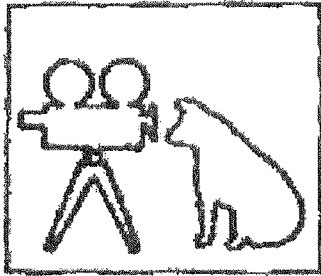
### Domain Names

Domain Name	Registrant (Legal Owner)
academihmv.ca	HMV Canada Inc.
channelhmv.ca	HMV Canada Inc.
channelhmv.com	HMV (IP) Limited
channelhmv.mobi	IIMV Canada Inc.
hmv.ca	HMV Canada Inc.
hmvacademy.ca	HMV Canada Inc.
hmvcanada.com	HMV (IP) Limited
hmvdigital.ca	HMV Canada Inc.
hmvdownload.ca	HMV Canada Inc.
hmvmobile.ca	HMV Canada Inc.
hmvmobilemedia.ca	HMV Canada Inc.
hmvmusic.ca	HMV Canada Inc.
hmvonline.ca	HMV Canada Inc.
hmvprotect.ca	HMV Canada
hmvpur.ca	HMV (IP) Limited
hmvpure.ca	HMV (IP) Limited
hmvringtones.ca	HMV (IP) Limited
hmvunderground.ca	HMV Canada Inc.
purehmv.ca	HMV (IP) Limited
purhmv.ca	HMV (IP) Limited



SCHEDULE 3

Device Mark



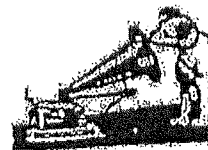
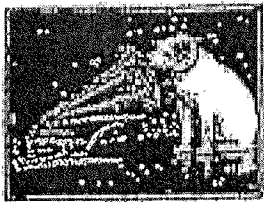
**SCHEDULE 4**

**Picture Mark**

Please see attached.



24.



6030079

**EXHIBIT**

**K**

**GENERAL SECURITY AGREEMENT**

**BETWEEN:**

**HMV CANADA INC.**

**-and-**

**HMV IP HOLDINGS ULC**

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## **GENERAL SECURITY AGREEMENT**

**THIS AGREEMENT** is made the 19<sup>th</sup> day of January, 2015.

### **BETWEEN:**

**HMV CANADA INC.**

(the “Grantor”)

AND

**HMV IP HOLDINGS ULC**

(the “Secured Party”)

### **RECITALS:**

- A. The Grantor has agreed to grant a security interest and assignment, mortgage, hypothecation and charge in the Collateral as provided herein in order to secure the performance of its Obligations (as defined below) to the Secured Party.

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

## **ARTICLE I INTERPRETATION**

### **1.1 Definitions**

The following terms shall have the following corresponding meanings:

“Accessions” has the meaning given to it in the PPSA.

“Account” has the meaning given to it in the PPSA.

“Agreement”, “this Agreement”, “the Agreement”, “herein”, “hereby”, “hereof”, “hereunder” and similar expressions mean this General Security Agreement dated January \_\_, 2015 between the Grantor and the Secured Party, including all schedules and all instruments amending or restating this Agreement. All references to “Articles”, “Sections”, and “Schedules” mean and refer to the specified article, section and schedule of this Agreement.

“BIA” means the *Bankruptcy and Insolvency Act* (Canada).

“Business Day” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario, or the federal laws of Canada applicable in the Province of Ontario.

“CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

“Certificated Security” has the meaning given to it in the STA.

“Chattel Paper” has the meaning given to it in the PPSA.

“Collateral” has the meaning given to it in Section 2.1 of this Agreement.

“Consumer Goods” has the meaning given to it in the PPSA.

“Contractual Rights” has the meaning given to it in Section 2.3 of this Agreement.

“Control” means, with respect to a specified form of Investment Property, “control” as defined in Sections 23 through 26 of the STA as applicable to such form of Investment Property.

“Control Agreement” means: (a) with respect to any Uncertificated Securities included in the Collateral, an agreement between the Issuer of such Uncertificated Securities and another Person whereby such Issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Securities, without the further consent of the Grantor; and (b) with respect to any Security Entitlements in respect of Financial Assets included in the Collateral, an agreement between the Securities Intermediary in respect of such Security Entitlements and another Person pursuant to which such Securities Intermediary agrees to comply with any Entitlement Orders with respect to such Security Entitlements that are originated by such Person, without the further consent of the Grantor.

**"Debt Agreement"** means the Sub-Sub-License Agreement made between the Secured Party and the Licensee dated June 26, 2011 (as from time to time amended, amended and restated, supplemented or otherwise modified, refinanced or replaced), pursuant to which the Secured Party has agreed to license certain intellectual property to and for the benefit of the Grantor.

**"Document of Title"** has the meaning given to it in the PPSA.

**"Entitlement Order"** has the meaning given to it in the STA.

**"Equipment"** has the meaning given to it in the PPSA.

**"Event of Default"** has the meaning given to it in Article V of this Agreement.

**"Financial Asset"** has the meaning given to it in the STA.

**"GAAP"** has the meaning given to it in Section 1.4 of this Agreement.

**"Goods"** has the meaning given to it in the PPSA.

**"Governmental Authority"** means any governmental, regulatory or administrative authority, department, agency, commission, board, panel, tribunal, Crown corporation, Crown ministry or court or other law, rule or regulation-making or enforcing entity having or purporting to have jurisdiction on behalf of any nation, or province, territory or state or other subdivision thereof or any municipality, district or other subdivision thereof.

**"Grantor"** means HMV Digital Holdings ULC, its heirs, personal representatives, successors and permitted assigns.

**"Instrument"** has the meaning given to it in the PPSA.

**"Intangible"** has the meaning given to it in the PPSA.

**"Intellectual Property"** means (a) patents, and applications therefor; (b) registered and unregistered trade-marks, service marks and other indicia of origin, pending trade-mark and service mark registration applications, and intent-to-use registrations or similar reservations of marks; (c) registered and unregistered copyrights and mask works, and applications for registration of either; (d) internet domain names, applications and reservations for internet

domain names, uniform resource locators and the corresponding Internet sites; (e) trade secrets and proprietary information not otherwise listed in (a) through (d) above, including, without limitation, unpatented inventions, invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded, or unrecorded; (f) any of the foregoing licensed by Grantor; and (g) any goodwill associated with any of the foregoing.

**"Inventory"** has the meaning given to it in the PPSA.

**"Investment Property"** has the meaning given to it in the PPSA.

**"Issuer"** has the meaning given to it in the STA.

**"Money"** has the meaning given to it in the PPSA.

**"Notice"** has the meaning given to it in Section 6.2 of this Agreement.

**"Obligations"** means all obligations, debts and liabilities of the Grantor to the Secured Party, present or future, direct or indirect, absolute or contingent, matured or not, all interest, commissions, legal (including legal fees on a full indemnity basis) and other costs, charges and expenses, whenever and however incurred, in any currency at any time owing by the Grantor to the Secured Party or remaining unpaid by the Grantor to the Secured Party and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Secured Party and the Grantor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of the Grantor and wherever incurred and whether incurred by the Grantor alone or with another or others and whether as principal, surety or guarantor, whether pursuant to the Debt Agreement or otherwise whether arising before, during or after the initial or any renewal term of this Agreement or after the commencement of any proceeding with respect to the Grantor under the BIA, the CCAA or any similar statute in any jurisdiction (including, the

payment of interest and other amounts which would accrue and become due but for the commencement of such proceeding, whether or not such amounts are allowed or allowable in whole or in part in such proceeding).

**"Permitted Encumbrances"** has the meaning given to it in Section 4.2 of this Agreement.

**"Person"** means any individual, sole proprietorship, limited or unlimited liability corporation or company, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person, including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

**"PPSA"** means the *Personal Property Security Act* (Ontario).

**"Proceeds"** has the meaning given to it in the PPSA.

**"Receiver"** means any receiver, interim receiver, receiver and manager or agent of all or any part of the Collateral appointed by the Secured Party.

**"Secured Party"** means HUK 10 Ltd, its heirs, personal representatives, successors or assigns.

**"Securities Account"** has the meaning given to it in the STA.

**"Securities Entitlement"** has the meaning given to it in the STA.

**"Securities Intermediary"** has the meaning given to it in the STA.

**"Security"** means an obligation of an Issuer or a share, participation or other interest in an Issuer or in property or an enterprise of an Issuer, (a) that is represented by a security certificate in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the Issuer; (b) that is one of a class or series, or by its terms is divisible into a class or series, of shares, participations, interests or obligations; and (c) that, (i) is, or is of a type, dealt in or traded on securities exchanges or securities markets, or (ii) is a medium for investment and by its terms expressly provides that it is a security for the purposes of the STA.

“STA” means the *Securities Transfer Act*, 2006 (Ontario).

“ULC Shares” has the meaning given to it in Section 3.2(h)(ix) of this Agreement.

“Uncertificated Security” has the meaning given to it in the STA.

## **1.2            Certain Rules of Interpretation**

In this Agreement and the Schedules:

- (a)    **Time** - Time is of the essence in and of this Agreement.
- (b)    **Calculation of Time** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c)    **Business Days** - Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- (d)    **Currency** - Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e)    **Headings** - The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f)    **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.

- (g) **Plurals and Gender** - The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such Persons or circumstances as the context otherwise permits.
- (h) **Statutory References** - Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

### 1.3 **Applicable Law and Attornment**

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Grantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to hear any suit or action arising hereunder.

### 1.4 **Accounting Principles**

All references to generally accepted accounting principles or "GAAP" mean Canadian generally accepted accounting principles applied on a consistent basis and which are in accordance with the recommendations made from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, including those recommended in the CICA Handbook, on the date on which such generally accepted accounting principles are applied. In the event that a change in GAAP, including for greater certainty, the adoption of International Financial Reporting Standards by the Grantor, ("GAAP Change") results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Grantor and the Secured Party agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such GAAP Change with the desired result that the criteria for evaluating the Grantor's financial condition shall be the same after the GAAP Change as if such GAAP Change had not been made. Until such time as the Grantor and the Secured Party have executed and delivered an amendment to this Agreement in accordance with this provision,

all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such GAAP Change had not occurred.

**1.5        Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement:

Schedule 3.1(b)	Place(s) of Business and Location(s) of Records and Collateral
Schedule 3.1(d)	Intellectual Property
Schedule 3.1(e)	Instruments and Investment Property
Schedule 3.1(f)	Motor Vehicles

**ARTICLE II**  
**GRANT OF SECURITY INTEREST**

**2.1        Security Interest**

As general and continuing security for the payment and performance of all Obligations of the Grantor to the Secured Party, the Grantor grants to the Secured Party a security interest in the present and future assets, undertaking and property, both real and personal, including those acquired by amalgamation, of the Grantor (collectively, the "**Collateral**"), and as further general and continuing security for the payment and performance of the Obligations, the Grantor assigns the Collateral to the Secured Party and mortgages and charges the Collateral (excluding Contractual Rights and Intellectual Property which are subject to the security interest only) as and by way of a fixed and specific mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest of the Grantor in all property of the following kinds:

- (a)    Accounts;
- (b)    Chattel Paper;



- (c) Documents of Title;
- (d) Equipment;
- (e) Goods;
- (f) Intangibles;
- (g) Intellectual Property;
- (h) Inventory;
- (i) Investment Property and Financial Assets;
- (j) Money;
- (k) Securities and Instruments;
- (l) all books and records of the Grantor, including all books, papers, business plans, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts and other rights and benefits in respect thereof;
- (m) all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and
- (n) 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.

**2.2        Exception for Last Day of Leases**

This assignment and mortgage and charge will not (a) extend or apply to the last day of the term of any lease or any agreement to lease now held or hereafter acquired by the Grantor, but should the Secured Party enforce this assignment and mortgage and charge, the Grantor will thereafter stand possessed of such last day and must hold it in trust to assign it to the Secured Party or to any Person acquiring such term in the course of the enforcement of this assignment and

mortgage and charge, or (b) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Grantor is a party or by which it is bound.

### **2.3            Exception for Contractual Rights**

The security interest created hereby does not and shall not extend to, and Collateral shall not include, any contract, right or licence (the "Contractual Rights") of the Grantor, including any right of the Grantor as security holder, shareholder or holder of a partnership interest, if pursuant to the terms of such Contractual Right, or pursuant to the terms of any agreement affecting such Contractual Right, the Contractual Right would automatically terminate if it was part of the Collateral charged hereby, or would be terminable at the option of the other party or of the grantor, or would be subject to disposition, alteration or amendment at the option of another party including another security holder, shareholder or holder of a partnership interest. The Grantor shall hold its interest in the Contractual Rights in trust for the Secured Party and the security interest granted hereby shall automatically extend to such Contractual Rights once the appropriate consents of the other parties to such Contractual Rights are obtained.

### **2.4            Enforcement of Contractual Rights**

On or after the occurrence of any Event of Default which is continuing, in order that the full value of the beneficial interest in the Contractual Rights not assigned to the Secured Party pursuant to this Agreement but held in trust for the Secured Party pursuant to Section 2.3 hereof, may be realized for the benefit of the Secured Party, the Grantor shall, at the request and expense and under the direction of the Secured Party, in the name of the Grantor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Grantor under such Contractual Rights may be performed in such manner that the beneficial interest in such Contractual Rights shall be preserved and shall enure to the benefit of the Secured Party or as the Secured Party may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Grantor will promptly pay over to the Secured Party or as the Secured Party may direct in writing all monies collected by or paid to the Grantor in respect of the beneficial interest in every such Contractual Right.

**2.5            Attachment of Security Interest**

The Grantor acknowledges and agrees that: (a) value has been given by the Secured Party, (b) it has rights in the Collateral or the power to transfer rights in the Collateral, (c) the security interest will attach when the Grantor signs this Agreement, and (d) it has not otherwise agreed to postpone the time of attachment.

The Grantor further acknowledges that: (a) all Collateral that is Certificated Securities has been delivered to and deposited with the Secured Party under section 68 of the STA in bearer form, or in registered form duly endorsed in blank to the Secured Party, allowing the Secured Party to obtain Control over the Certificated Securities; and (b) the Grantor has delivered all necessary consents, Control Agreements, or other documents that may be required to effect the transfer of Control of all Collateral that is Investment Property to the Secured Party.

**2.6            Direct Agreement with Licensor(s) of Intellectual Property**

Grantor shall co-operate diligently with the Secured Party to obtain a direct agreement, in form and substance satisfactory to the Secured Party, from any third party licensor of Intellectual Property of Grantor.

**ARTICLE III**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR**

**3.1            Representations and Warranties**

The Grantor represents and warrants that:

- (a)    Grantor's Legal Name: The Grantor's correct legal name is "HMV Canada Inc.";
- (b)    Places of Business and Location of Collateral: The Grantor's chief executive office and principal place of business, the location of the office where it keeps its corporate records and records respecting the Accounts, and all locations, warehouses and premises where Collateral is stored or located, are set out in Schedule 3.1(b);

- (c) Ownership: The Grantor is the sole direct and beneficial owner of the Collateral and has good direct and marketable title thereto, free and clear of any liens or encumbrances other than those created by this Agreement or any Permitted Encumbrances and the Grantor has the right and requisite authority to grant the security interest provided herein to the Secured Party and consummate the transactions contemplated hereunder and the Grantor is under no contractual or legal restriction or limitation that would prevent any of the foregoing;
- (d) Intellectual Property: All of the Grantor's Intellectual Property is set out in Schedule 3.1(c);
- (e) Investment Property:
  - (i) Each of the partnership agreements, articles of association or other constating documents, as applicable, of each Issuer which is a partnership or limited liability company and which equity interest in such partnership or limited liability company may form part of the Collateral of the Grantor, expressly states that such equity interest thereof is a "Security" for the purposes of the STA;
  - (ii) All of the Grantor's Instruments and Investment Property (including all Securities, Securities Entitlements and Securities Accounts) is set out in Schedule 3.1(e) to this Agreement;
- (f) Motor Vehicles: A description of all motor vehicles and other "serial number" or vehicle identification goods (i.e., trailers, mobile homes, aircraft, aircraft engines and vessels) presently owned by the Grantor and classified as Equipment is set out in Schedule 3.1(f) to this Agreement;
- (g) No Consumer Goods: The Grantor does not own any Consumer Goods which are material in value or which are material to the business, operations or property of the Grantor; and
- (h) Enforceability: The Grantor has taken all necessary corporate action and steps required to make this Agreement a legal, binding and valid obligation of the

Grantor enforceable against the Grantor in accordance with its terms, and to create a valid and continuing first priority security interest in favour of the Secured Party.

### 3.2 Covenants

The Grantor covenants as follows:

- (a) Condition of Collateral: The Grantor shall keep the Collateral in good condition and repair, normal wear and tear excepted.
- (b) Rents, Taxes, etc.: The Grantor shall pay all rents, taxes, rates, levies, assessments and other charges lawfully levied, imposed upon or assessed against or in respect of the Collateral, or the income and profits of the Grantor, when the same become payable.
- (c) Accessions/Fixtures: The debtor shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party.
- (d) Maintenance of Records: The Grantor shall keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts.
- (e) Right to Inspect the Collateral: The Grantor shall permit a representative of the Secured Party to inspect the Collateral and the operations of the Grantor and for that purpose to enter the Grantor's premises (and any other location where the Collateral may be situated) during reasonable business hours and upon reasonable notice.
- (f) Insurance: The Grantor shall maintain or cause to be maintained with reputable insurers satisfactory to the Secured Party in its sole discretion, acting reasonably, comprehensive general liability insurance and insurance coverage against risk of loss or damage to property of the Grantor up to its full replacement value, and including public liability and damage to property of third parties, business

interruption insurance, fire and extended peril insurance and boiler and machinery insurance, all in such amounts and otherwise covering such risks as are at all times satisfactory to the Secured Party in its sole discretion, acting reasonably, and provide to the Secured Party, on request, evidence of such coverage. Without limiting the generality of the foregoing, the Grantor shall maintain or cause to be maintained in good standing all insurance coverages reasonable and prudent for a business analogous to the business of the Grantor. The Secured Party shall be indicated in all insurance policies, as applicable, as a loss payee and additional insured, as applicable, and all policies shall contain such clauses as the Secured Party requires in its sole discretion, acting reasonably, for the Secured Party's protection.

- (g) Delivery and Execution of Documents, etc.: The Grantor shall from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted, and after the occurrence of an Event of Default and for so long as such Event of Default is continuing, the Grantor irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient. Without limiting the generality of the foregoing, the Grantor shall also take all action the Secured Party deems advisable to cause the Secured Party to have Control of any Investment Property included in the Collateral including:

- (i) entering into Control Agreements with the Secured Party, and any applicable Securities Intermediary or Issuer, in form and substance satisfactory to the Secured Party;

- (ii) causing the Investment Property to be transferred to or registered in the name of the Secured Party or its nominee or otherwise as the Secured Party may direct (and causing such transfer and registration to be recorded on the books and records of the Issuer);
  - (iii) endorsing any Certificated Securities to the Secured Party or in blank by an effective endorsement;
  - (iv) delivering the Collateral to the Secured Party or someone on its behalf as the Secured Party may direct; and
  - (v) delivering to the Secured Party any and all consents or other documents or agreements which may be necessary to effect the transfer of any Collateral to the Secured Party or any third party.
- (h) Change of Name and certain other changes: The Grantor shall advise the Secured Party, in reasonable detail, of:
- (i) any change of name or the addition of any new business names or French names, by providing at least ten (10) Business Days prior written notice of the change to the Secured Party;
  - (ii) any merger or amalgamation or intention to merge or amalgamate with any other Person(s) or any arrangement or agreement which, either separately or in combination with any other transactions, arrangements or agreements would have the effect of the Grantor merging, amalgamating or entering into any joint venture or co-tenancy arrangement with any other Person, and the Grantor shall obtain the written prior consent of the Secured Party to do so;
  - (iii) any change in the location of any place of business (including any additional locations) or the chief executive office of the Grantor, or the location of any of the Collateral (including additional locations) by providing at least ten (10) Business Days prior written notice of the change to the Secured Party including a revised Schedule 3.1(b);

- (iv) any additional jurisdiction in which material account debtors of the Grantor are located by providing immediate notice in writing to the Secured Party;
  - (v) any material loss or damage to any of the Collateral by providing immediate notice in writing to the Secured Party;
  - (vi) any acquisition of real property by the Grantor by providing at least ten (10) Business Days prior written notice of the acquisition to the Secured Party;
  - (vii) any change (including additions) to the Intellectual Property listed in Schedule 3.1(d) by providing to be Secured Party at least ten (10) Business Days prior written notice of the change including a revised Schedule 3.1(d);
  - (viii) any change (including additions) to the Securities, Instruments or Investment Property listed in Schedule 3.1(e) by providing to be Secured Party at least ten (10) Business Days prior written notice of the change including a revised Schedule 3.1(e); and
  - (ix) any acquisition of any shares of an unlimited liability company ("ULC Shares") by providing at least ten (10) Business Days prior written notice of the acquisition to the Secured Party.
- (i) Investment Property: The Grantor shall, promptly upon the request of the Secured Party, (i) deliver (or cause to be delivered) to the Secured Party any and all Instruments, Certificated Securities (duly endorsed or with such power of attorney that the Secured Party requests in order to obtain Control over such Certificated Securities), Documents of Title and Chattel Paper included in or relating to the Collateral as the Secured Party may specify in its request, (ii) provide to the Secured Party a complete and accurate copy of each statement, confirmation, notice, proxy statement, proxy and other communication relating to any Investment Property included in the Collateral and received by the Grantor



from any Person (including any Securities Intermediary or broker) obligated with respect to such Investment Property, (iii) deliver to any Securities Intermediary designated by the Secured Party any Certificated Securities included in the Collateral (together with each endorsement or power of attorney that such Securities Intermediary requests to accomplish the assignment or other transfer of such Certificated Security to such Securities Intermediary) and instruct such Securities Intermediary to hold such Certificated Security for the account of the Secured Party and until such delivery, hold such Certificated Security in trust for the Secured Party and cause any security interest in any Intangible or Investment Property included in the Collateral that is not represented by Certificated Security to be registered or otherwise reflected in the name of the Secured Party or any other Person designated by the Secured Party.

- (j) Control Agreements and Control: The Grantor shall not (i) modify, terminate or attempt or agree to otherwise incur any obligation to modify or terminate any Control Agreement or any contract with a Securities Intermediary under which any Securities Account included in the Collateral is established or maintained, (ii) give Control of any Investment Property included in the Collateral to any Person other than the Secured Party, whether by entering into any agreement, instrument or document with a Securities Intermediary for the purpose of giving a Person other than the Secured Party Control of any Investment Property, or (iii) withdraw any Money or other property from any Securities Account included in the Collateral.
- (k) Claims and Assertions: The Grantor shall defend the Collateral against each demand, claim, counterclaim, setoff and defence asserted by any Person (including but not limited to any Account debtor, Issuer or Securities Intermediary) other than the Secured Party, and shall promptly notify the Secured Party of any threat or commencement of any action or other legal proceeding, or entry of any judgment or order of any Governmental Authority, or any assertion by any Person (including, but not limited to, any Account debtor, Issuer,

Securities Intermediary) other than the Secured Party of any demand, claim, counterclaim, setoff or defence, relating to the Collateral.

- (l) Payment of Expenses: The Grantor shall pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including protecting and preserving the security interest, assignment and mortgage and charge granted and enforcing by legal process or otherwise the remedies provided in this Agreement; and all such costs and expenses shall be added to and form part of the Obligations secured under this Agreement.

#### ARTICLE IV DEALING WITH COLLATERAL

##### 4.1 Dealing with Collateral by the Grantor

The Grantor shall not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Grantor may, unless an Event of Default has occurred and is continuing, deal with its Money or sell items of Inventory and obsolete Equipment, in each case in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest, assignment and mortgage and charge granted hereby. All Proceeds of any such sale will continue to be subject to the security interest, assignment and mortgage and charge granted hereby and shall be received by the Grantor as trustee for the Secured Party and must be held separate and apart from other assets of the Grantor and must be paid over to the Secured Party upon request.

##### 4.2 Permitted Encumbrances

The Grantor will not, without the prior written consent of the Secured Party, create, incur, assume, or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, assignment, charge or encumbrance (including any conditional sale, or other title retention agreement or

finance lease) of any nature, upon or with respect to any of its properties, now owned or hereafter acquired, other than:

- (a) undetermined or inchoate liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised and of which the Secured Party has not been given notice, or which relate to obligations not due or payable or, if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (b) the right reserved to, or vested in, any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person, or by any statutory provision, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (c) liens resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (d) liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;
- (e) liens for taxes, rates, assessments and/or other charges or levies made by any Governmental Authority not yet subject to penalties for non-payment or which are being contested in good faith and by appropriate proceedings, but only if and to the extent such liens do not result in an Event of Default and for which adequate reserves in accordance with GAAP have been recorded on the consolidated balance sheet of the Grantor;

- (f) the liens created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and does not result in an Event of Default and for which adequate reserves in accordance with GAAP have been recorded on the consolidated balance sheet of the Grantor;
- (g) operating leases of vehicles or equipment which are entered into in the ordinary course of business;
- (h) liens securing purchase money security obligations subject to a maximum amount of indebtedness being secured thereby of no more than \$500,000 in the aggregate;
- (i) encumbrances in favour of the Secured Party;
- (j) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution, provided that such liens (A) do not relate to any deposit account that is a dedicated cash collateral account which is subject to restrictions against access by the depositor or account holder, (B) do not relate to any deposit account intended by the depositor or account holder to provide collateral to the depository institution, and (C) are not intended directly or indirectly to secure the payment or performance of debt or any other obligation; and
- (k) other liens or encumbrances expressly consented to in writing by the Secured Party;

(the encumbrances described in Sections 4.2(a) – 4.2(k) above are collectively referred to as “**Permitted Encumbrances**”). The Grantor will not, without the prior written consent of the Secured Party, sign or file under the PPSA or similar registry system of any jurisdiction a financing statement which names the Grantor as a debtor, other than in favour of the Secured Party, or sign any security agreement authorizing any secured party under the security agreement to file such a financing statement other than in favour of the Secured Party.

**4.3            Unlimited Liability Shares**

Notwithstanding any other provision of this Agreement, to the extent that any of the Collateral constitutes ULC Shares, the Secured Party shall not, except as a result of the exercise of the Secured Party's rights, powers and remedies as provided in the last sentence of this Section 4.3, become or be deemed to become members or shareholders, or obtain or have the right to obtain any other indicia of ownership of an unlimited liability company, and no provision in this Agreement (except this Section 4.3) or actions taken by the Secured Party or by the Grantor without the express written consent of the Secured Party pursuant to this Agreement which might provide or be deemed to provide otherwise, in whole or in part, shall apply in respect of unlimited liability shares. Without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement, but except as otherwise provided in the last sentence of this Section 4.3, the Secured Party shall not, and no provision of this Agreement or actions taken by the Secured Party or by the Grantor pursuant to this Agreement shall apply or be deemed to apply so as to cause the Secured Party to, be or be deemed to be or be entitled to:

- (a) be registered as shareholder or member, or apply to be registered as shareholder or member, of an unlimited liability company;
- (b) accept or request stock powers of attorney in respect of unlimited liability shares;
- (c) request or assent to a notation being entered in its favour in the share register in respect of unlimited liability shares;
- (d) hold itself out as shareholder or member of an unlimited liability company; or
- (e) act or purport to act as a member of an unlimited liability company, or obtain exercise or attempt to exercise any rights of a shareholder or member including, without limitation, the right to attend a meeting of, or to vote the shares of, an unlimited liability company or to be entitled to receive or receive any distribution in respect of unlimited liability shares.

The foregoing limitations shall not restrict the Secured Party from exercising the rights, powers and remedies which it is entitled to exercise hereunder in respect of any of the Collateral constituting ULC Shares at any time that the Secured Party shall be entitled to realize on all or

any portion of the Collateral pursuant to this Agreement (it being agreed that no such exercise shall occur, or be deemed to have occurred, prior to the provision to the Grantor by the Secured Party of prior written notice of the Secured Party's intention to exercise such rights, powers and remedies).

**4.4            Rights and Duties of the Secured Party**

- (a)    The Secured Party may perform any of its rights and duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.
- (b)    Should the Secured Party or any agent or nominee on its behalf take possession or delivery of all or any part of the Collateral pursuant to this Agreement, the PPSA or otherwise at law, it is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.
- (c)    The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise of such rights, except where such loss results from the gross negligence or wilful misconduct of the Secured Party.
- (d)    There is no obligation on the Secured Party to keep fungible Collateral in their possession identifiable.
- (e)    The Secured Party has no obligation to protect or preserve any Collateral from depreciating in value or becoming worthless and is released from all responsibility for any loss of value, whether such Collateral is in the possession

of, is a Security Entitlement of, or is subject to the Control of, the Secured Party, a Securities Intermediary, the Grantor or any other Person.

- (f) The Secured Party may, upon the occurrence and during the continuance of an Event of Default, sell, transfer, use or otherwise deal with the Collateral, on such conditions and in such manner as the Secured Party in its sole discretion may determine.

#### **4.5           Registration of Securities**

The Secured Party may have any Investment Property registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such Investment Property may at any time have, provided that until an Event of Default has occurred and is continuing, the Grantor will be entitled to exercise, in a manner not prejudicial to the interests of the Secured Party or which would violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Investment Property (excluding, for greater certainty, any voting power relating to any ULC Shares). The Grantor must from time to time forthwith upon the request of the Secured Party deliver to the Secured Party the Investment Property requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

#### **4.6           Notification of Account Grantors**

On or after the occurrence of any Event of Default that is continuing, the Secured Party may give notice of this Agreement and the security interest and assignment granted hereby to any account debtors of the Grantor or to any other Person liable to the Grantor and may give notice to any such account debtors or other Person to make all further payments to the Secured Party, and, on or after the occurrence of any Event of Default that is continuing, any payment or other proceeds of Collateral received by the Grantor from account debtors or from any other Person liable to the Grantor whether before or after any notice is given by the Secured Party must be held by the Grantor in trust for the Secured Party and paid over to the Secured Party on request.

**4.7            Application of Funds**

All Money collected or received by the Secured Party in respect of the Collateral, on or after the occurrence of any Event of Default that is continuing, may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Grantor, all without prejudice to the Secured Party's rights against the Grantor.

**ARTICLE V  
ENFORCEMENT**

**5.1            Event of Default**

Each and every one of the following events constitutes an Event of Default:

- (a) if the Grantor defaults in payment or performance of any of the Obligations;
- (b) any representation or warranty made by the Grantor in this Agreement shall prove to have been incorrect in any material respect when made or deemed to be made;
- (c) if the Grantor shall fail to perform, observe or comply with any of the covenants contained in this Agreement;
- (d) if any proceeding in respect of the Grantor or all or part of the assets, undertaking or property of the Grantor is commenced under the BIA or CCAA, or if any order is sought by any Person or any resolution passed for the bankruptcy, restructuring, liquidation or sale outside of the ordinary course of business or winding-up of the Grantor or all or any part of its assets, undertaking or property, or if any appointment or proceeding for the appointment (whether by court or private appointment) of a Receiver over or in respect of the Grantor or all or any part of the assets, undertaking or property of the Grantor is made or commenced;
- (e) if the Grantor ceases or threatens to cease to carry on its business, commits any act of bankruptcy, becomes insolvent, proposes a compromise or arrangement to its creditors or makes an unauthorized sale in bulk of its assets or transfers or in



any way parts with possession of all or a substantial part of the Collateral to any Person; or

- (f) if in the reasonable opinion of the Secured Party, acting in good faith, there has occurred a material adverse change in the financial or any other condition of the Grantor which is likely to result in the impairment of the Grantor's ability to pay or perform the Obligations or of the value of the Collateral or the Secured Party's ability to realize thereupon.

## **5.2 Remedies**

- (a) On or after the occurrence of any Event of Default that is continuing,
  - (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived;
  - (ii) the obligation, if any, of the Secured Party to extend further credit to the Grantor will cease;
  - (iii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and
  - (iv) in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable and may be exercised from time to time separately or in combination and are not in substitution for any other rights, powers and remedies the Secured Party may have at law or otherwise:
    - (A) the Secured Party may by appointment in writing appoint a Receiver of the Collateral (which term when used in this Section 5.2 will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute

proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 5.2 will include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;

- (B) the Secured Party may take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
- (C) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
- (D) the Secured Party may transfer any of the Collateral into the name of the Secured Party (or such other Person as the Secured Party may designate), and may notify each Person (including any account debtor or Securities Intermediary) obligated with respect to any Collateral of the interest of the Secured Party, to direct payments with respect thereto directly and solely to the Secured Party, take control of all Proceeds thereof and deliver any notice of exclusive Control pursuant to any Control Agreement(s);
- (E) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Grantor;
- (F) the Secured Party may enforce any rights of the Grantor in respect of the Collateral by any manner permitted by law;
- (G) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and

conditions as the Secured Party may determine and without notice to the Grantor unless, in each case, otherwise required by law;

- (H) the Secured Party may accept the Collateral in satisfaction of the Obligations upon notice to the Grantor of its intention to do so in the manner required by law;
- (I) the Secured Party may, for any purpose specified in this Agreement, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;
- (J) the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plants occupied by the Grantor and use all or any of the Equipment and other personal property of the Grantor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will not be liable to the Grantor in so doing except for any loss arising from the gross negligence or wilful misconduct of the Secured Party or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (K) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party under this Agreement, including, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Secured Party deems reasonable, shall be added to and form part of the Obligations secured; and
- (L) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may

exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured.

- (b) The Secured Party may, without prejudice to the liability of the Grantor to the Secured Party or the Secured Party's rights under this Agreement:
  - (i) grant extensions of time;
  - (ii) take and perfect or abstain from taking and perfecting security;
  - (iii) give up securities;
  - (iv) accept compositions or compromises;
  - (v) grant releases and discharges;
  - (vi) release any part of the Collateral; or
  - (vii) otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with the Collateral and other security as the Secured Party sees fit.
- (c) The Secured Party will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and is not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Grantor or any other Person, in respect of the Collateral.
- (d) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may elect, in its sole discretion, to (i) pay the surplus into a court of competent jurisdiction, or (ii) pay

it to any Person having a claim thereto in priority to the Grantor of whom the Secured Party has knowledge and any balance remaining must be paid to the Grantor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and expenses relating thereto, the Grantor shall be liable to pay any deficiency to the Secured Party forthwith on demand.

## **ARTICLE VI**

### **GENERAL**

#### **6.1        Costs and Indemnification**

The Grantor shall pay all costs on demand (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred by the Secured Party in connection with (a) the enforcement of this Agreement; (b) the Secured Party obtaining and maintaining delivery, possession, Control, perfection and priority with respect to the Collateral; and (c) the realization, disposition, retention, preservation or collection of the Collateral or enforcement of the rights and remedies of the Secured Party in respect of the Grantor or the Collateral under this Agreement, the PPSA, the STA or otherwise at law. All such costs shall, from the date of such costs being incurred by the Secured Party through to the date such costs are repaid by the Grantor, be deemed advanced to the Grantor and shall form part of the Obligations secured.

In addition, the Grantor irrevocably and unconditionally agrees to indemnify and save harmless the Secured Party from all costs (including fees and disbursements of legal counsel, accounting advisors, Receiver and other advisors, together with any interest thereon that may accrue) incurred in connection with any enforcement of rights and remedies of the Secured Party in respect of the Grantor or the Collateral under this Agreement, the PPSA, the STA or otherwise at law. This indemnity is independent of and in addition to any right the Secured Party may have to seek recovery of costs in any litigation that may result in respect of this Agreement, and shall form part of the Obligations secured.

6.2 Notices

All notices, requests, demands or other communications required or permitted to be given by one party to another under this Agreement (each, a “**Notice**”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission or delivered by registered mail, postage prepaid, or by electronic communication (including e-mail) addressed as follows:

- (a) If to Secured Party or the Grantor

c/o HVM Canada Inc.  
Unit 110- 5401 Eglinton Avenue West  
Etobicoke, Ontario  
M9C 5K6

Attention: Harvey Berkley

Facsimile Number: 416-620-5064

E-Mail: [hberkley@hmv.ca](mailto:hberkley@hmv.ca)

With a copy to: Hilco UK Limited  
80 New Bond Street  
London W1S 1SB  
United Kingdom

Attention: Matt Holt

Facsimile Number: +44 (0)20 7317 2050

E-Mail: [matthew.holt@hilcocapital.com](mailto:matthew.holt@hilcocapital.com)

or at such other address or facsimile number or e-mail address at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the

Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the second Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission.

Notices sent to an e-mail address shall be deemed to be received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such Notice is not sent on a Business Day or is sent after 4:00 p.m. (addressee's local time) on a Business Day, such Notice shall be deemed to have been given and received on the first Business Day after its transmission. Notices posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address (as described in the preceding sentence) of notification that such method of delivery of a Notice is available and identifying the website address for such Notice.

### **6.3            Waiver**

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

### **6.4            Severability**

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the parties will negotiate in good faith to

amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

**6.5            Assignment and Enurement**

Neither this Agreement nor any benefits or burdens under this Agreement shall be assignable by the Grantor, without the prior written consent of the Secured Party, which consent may be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or merger of any party) and permitted assigns hereunder.

**6.6            Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

**6.7            Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

**6.8            Power of Attorney**

On or after the occurrence of any Event of Default that is continuing, the Grantor irrevocably constitutes and appoints the Secured Party the true and lawful attorney of the Grantor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Grantor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.



**6.9            Set Off**

Without in any way limiting any other rights or remedies available to the Secured Party, the Secured Party shall have the right (but shall not be obligated), at any time and from time to time on or after the occurrence of any Event of Default and without notice to the Grantor (such notice being expressly waived by the Grantor), to set off against the Obligations or any of the deposits (general or special) or Money then held by the Secured Party or any other indebtedness owing by the Secured Party to, or held by the Secured Party for the credit of, the Grantor, regardless of the currency in which such indebtedness is denominated and notwithstanding that such indebtedness would not then be due but for the occurrence of an Event of Default. For the avoidance of doubt, any set off rights available to the Secured Party prior to the occurrence of an Event of Default shall not be deemed to be waived by reason of the grant to the Secured Party of set off rights after the occurrence of an Event of Default pursuant to the previous sentence of this Section 6.9.

**6.10           Discharge**

The Grantor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party. The Secured Party shall, upon the indefeasible payment and performance of all Obligations in full, execute such releases and discharges as the Grantor may reasonably require, all at the request and sole cost and expense of the Grantor.

**6.11           Languages**

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including Notices, Schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en anglais seulement.

**6.12           Execution by Electronic Transmission**

The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

**6.13            Counterparts**

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

**6.14            Executed Copy**

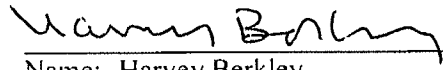
The Grantor acknowledges receipt of a fully executed copy of this Agreement.

**[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]**

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

**HMV CANADA INC.**

Per:

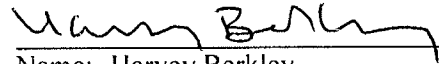


Name: Harvey Berkley

Title: Chief Financial Officer

**HMV IP HOLDINGS ULC**

Per:



Name: Harvey Berkley

Title: Vice President,  
Finance and Real Estate

SCHEDULE 3.1(b)

PLACES OF BUSINESS AND LOCATIONS OF RECORDS OF COLLATERAL

Business Records and collateral: Unit 110- 5401 Eglinton Avenue West, Etobicoke, ON M9C 5K6

Inventory is located at various retail locations across Canada from time to time

SCHEDULE 3.1(d)  
INTELLECTUAL PROPERTY

Intellectual Property Licensed pursuant to the Debt Agreement

SCHEDULE 3.1(e)  
INVESTMENTS AND INVESTMENT PROPERTY

Nil

SCHEDULE 3.1(f)  
MOTOR VEHICLES

Nil

20703451.1

**EXHIBIT**

**L**



## DEED OF HYPOTHEC

**BETWEEN:** **HMV IP HOLDINGS ULC**, a legal person established under the laws of British Columbia, with its registered office at 5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6 Canada,

(hereinafter called the "**Creditor**");

**AND:** **HMV CANADA INC.**, a legal person established under the laws of Ontario, Canada, with its registered office at 5401 Eglinton Avenue West, Suite 110, Etobicoke, Ontario M9C 5K6 Canada,

(hereinafter called the "**Grantor**")

**WHEREAS** as continuing collateral security for the due payment and performance of the Indebtedness (as hereinafter defined), the Grantor has agreed to hypothecate all of its present and future movable property;

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

### 1. INTERPRETATION

#### 1.1. Definitions

Capitalized terms used herein shall have the following meanings unless there is something in the subject matter or context inconsistent therewith:

**"Applicable Law"** means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

**"Creditor"** means the Creditor defined above and its successors and assigns.

**"Charged Property"** means the universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

- (a) all present and future:
  - (i) Claims;
  - (ii) Contractual Rights;
  - (iii) Equipment;
  - (iv) Hypothecated Securities;
  - (v) Insurance Policies;
  - (vi) Intellectual Property;
  - (vii) Inventory;
  - (viii) Proceeds;
  - (ix) Records; and
  - (x) Title Documents;

- (b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing.

As used in this Hypothec, the term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

**"Claims"** means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

**"Contractual Rights"** means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

**"Equipment"** means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

**"Event of Default"** means any of the following events:

- (a) failure by the Grantor to pay when due or to comply with any of the Indebtedness;
- (b) failure by any third party to pay when due or to comply with any of the Indebtedness toward the Creditor pursuant to the terms of any contract or this Deed;
- (c) failure by the Grantor to comply with the obligations imposed on it by law with respect to the Charged Property;
- (d) failure by the Grantor to pay any amount due or to comply with any of its obligations with respect to any other deed granting rights on one or several of the Charged Properties or pertaining to them;
- (e) should the Grantor cease to operate its enterprise or substantially change its nature;
- (f) should the Grantor become or acknowledge being insolvent, become bankrupt, or generally take measures to arrive at a compromise, an arrangement or an agreement with its creditors or to arrive at the liquidation of its assets or its bankruptcy;

- (g) should proceedings be instituted against the Grantor in order to liquidate its assets or declare it bankrupt, which are not diligently contested by the Grantor and are not dismissed or cancelled within 21 days from the day on which they are instituted;
- (h) should a prior notice be given by a creditor holding a prior claim or by a hypothecary creditor of its intention to exercise its prior claim or hypothecary right or any other security, or should such right or security be exercised or should a secured creditor take possession of or appoint a receiver with respect to any part of the Charged Property;
- (i) should a seizure be brought against any Charged Property and should it not be quashed within 10 days thereafter;
- (j) should the value of Hypothecated Securities hypothecated pursuant to this Deed decrease to a level which the Creditor deems critical considering the security they represent, or which would justify, in the opinion of the Creditor, an immediate liquidation;
- (k) should any representations, warranties or affirmations made by the Grantor in or in relation to this Deed or any other document relating to the Indebtedness be inaccurate; or
- (l) should a person other than the Grantor demand or claim from the Creditor payment in full or in part of amounts that the Creditor may remit to the Grantor pursuant to any document with respect to the Indebtedness.

**“Governmental Authority”** means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any Province or Territory thereof.

**“Grantor”** means the Grantor defined above and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

**“Hypothec”** means this deed and all amendments, replacements, restatements, supplements and substitutions thereto.

**“Hypothecated Securities”** means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor hereby acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated hereunder shall include all securities, security entitlements and financial assets as such terms are used in the *Act Respecting the transfer of Securities and the Establishment of Security Entitlements* (Québec).

**“Indebtedness”** means any and all obligations, debts and liabilities of the Grantor to the Creditor, present or future, direct or indirect, absolute or contingent, matured or not, all interest,

commissions, legal (including legal fees on a full indemnity basis) and other costs, charges and expenses, whenever and however incurred, in any currency at any time owing by the Grantor to the Creditor or remaining unpaid by the Grantor to the Creditor, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between the Creditor and the Grantor or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Grantor and wherever incurred and whether incurred by the Grantor alone or with another or others and whether as principal, surety or guarantor, whether arising before, during or after the initial or any renewal term of this Agreement or after the commencement of any proceeding with respect to the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any similar statute in any jurisdiction (including, the payment of interest and other amounts which would accrue and become due but for the commencement of such proceeding, whether or not such amounts are allowed or allowable in whole or in part in such proceeding).

**"Insurance Policies"** means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

**"Intellectual Property"** means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

**"Inventory"** means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

**"Permitted Charges"** means, collectively, the following:

- (a) undetermined or inchoate liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised and of which the Creditor has not been given notice, or which relate to obligations not due or payable or, if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (b) the right reserved to, or vested in, any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person, or by any statutory provision, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

- (c) liens resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (d) liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;
- (e) liens for taxes, rates, assessments and/or other charges or levies made by any Governmental Authority not yet subject to penalties for non-payment or which are being contested in good faith and by appropriate proceedings, but only if and to the extent such liens do not result in an Event of Default and for which adequate reserves in accordance with GAAP have been recorded on the consolidated balance sheet of the Grantor;
- (f) the liens created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and does not result in an Event of Default and for which adequate reserves in accordance with GAAP have been recorded on the consolidated balance sheet of the Grantor;
- (g) operating leases of vehicles or equipment which are entered into in the ordinary course of business;
- (h) liens securing purchase money security obligations;
- (i) liens or encumbrances in favour of the Creditor or any other affiliates of the Grantor;
- (j) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution, provided that such liens (A) do not relate to any deposit account that is a dedicated cash collateral account which is subject to restrictions against access by the depositor or account holder, (B) do not relate to any deposit account intended by the depositor or account holder to provide collateral to the depository institution, and (C) are not intended directly or indirectly to secure the payment or performance of Indebtedness or any other obligation; and
- (k) other liens or encumbrances expressly consented to in writing by the Creditor, including those in favour of Bank of Montreal and any replacement lenders.

**“Person”** means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

**“Proceeds”** means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

**“Records”** means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

**“Special Property”** means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a hypothec or other security interest would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a hypothec or other security interest would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a hypothec or other security interest therein.

**“Title Documents”** means all present and future warehouse receipts and similar documents of title relating to Inventory.

## **1.2. Severability**

If any one or more of the provisions contained in this Hypothec shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Creditor, be severable from and shall not affect any other provision of this Hypothec, but this Hypothec shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Hypothec.

## **1.3. Interpretation and Headings**

The Grantor acknowledges that this Hypothec is the result of negotiations between the parties and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to the whole of this Hypothec including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender

include the masculine and feminine genders where the context so requires. The headings do not form part of this Hypothec and have been inserted for convenience of reference only. Any reference to "including" shall mean "including without limitation" whether or not expressly provided.

#### **1.4. Effective Date**

This Hypothec shall take effect upon execution of this Hypothec by the parties hereto notwithstanding that all or any part of the principal amount secured by this Hypothec has not been advanced.

#### **1.5. Currency**

Unless otherwise specified in this Hypothec, all dollar references in this Hypothec are expressed in Canadian dollars.

### **2. CHARGE**

#### **2.1. Hypothec**

2.1.1 To secure the payment and performance of the Indebtedness and of the expenses and charges incurred by the Creditor to obtain payment and performance of the Indebtedness or to conserve the Charged Property, the Grantor hereby hypothecates the Charged Property in favour of the Creditor for the principal sum of TWENTY MILLION DOLLARS (\$20,000,000), together with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, calculated semi-annually and not in advance.

2.1.2 The hypothec granted hereunder does not constitute and shall not constitute nor be construed as a floating hypothec within the meaning of Article 2715 of the Civil Code of Quebec.

2.1.3 **Special Property.** To the extent that the hypothecation of Special Property which may form part of the Charged Property would constitute pursuant to the terms of the Special Property or Applicable Law, a breach thereof or permit the acceleration or termination thereof because the Grantor has not obtained a consent of the applicable third party to the hypothecation of such rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created above shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

#### **2.2. Continuing Security**

The hypothec created herein is continuing security and will subsist notwithstanding any fluctuation or repayment of the obligations hereby secured. The Grantor shall be deemed to obligate itself again, as provided in Article 2797 of the Civil Code of Quebec, with respect to any future obligation hereby secured.

#### **2.3. Insurance**

2.3.1 The Grantor will insure and keep insured the Charged Property against such other perils as are customarily insured by those carrying on an enterprise similar to that of the Grantor or as

may from time to time be specified by the Creditor, for their full insurable value, by means of a policy or policies each with loss payable to the Creditor and containing a mortgage clause approved by the Creditor and issued by an insurer or insurers approved by the Creditor. The Grantor obliges itself to effect such new insurance as the Creditor may direct should the insurer(s) cease to have the approval of the Creditor or should the Creditor be advised by the insurer or otherwise become aware of any amendment to any policy which, in the sole and absolute discretion of the Creditor, is unsatisfactory to the Creditor. At least thirty (30) days before the expiry or cancellation of any policy, the Grantor will deliver to the Creditor evidence of renewal or replacement thereof. Without limiting the generality of the foregoing, the Grantor shall insure and keep insured the Charged Property under policies providing for the following: (a) Insurance against loss or damage by all hazards as are insurable under an all risk policy for their full insurable value; (b) Comprehensive broad form boiler and machinery insurance, including unfired pressure vessels and air conditioning equipment, including use and occupancy coverage, in an amount satisfactory to the Creditor; and (c) Insurance against loss of rentals covering potential loss of revenue from the Charged Property, if any, for at least twelve (12) months from the date of any occurrence or any longer indemnity period that the Creditor may prescribe from time to time;

2.3.2 The Grantor will maintain comprehensive general public liability insurance with respect to personal injury, death, and damage to property of third parties in an amount satisfactory to the Creditor;

2.3.3 Each insurance policy will be issued by an insurer or insurers approved by the Creditor and by way of a policy in form and substance acceptable to the Creditor. The Grantor obliges itself to effect such new insurance as the Creditor may direct should the insurer(s) cease to have the approval of the Creditor. All policies of insurance on the Charged Property or any of them (whether or not entered into or maintained in force pursuant to this Clause) shall provide that the proceeds shall be payable to the Creditor or to prior ranking hypothecary creditors (if applicable) and to the Creditor as their respective interests may appear by means of a mortgage clause approved by the Creditor and the Grantor hereby assigns and undertakes to assign all such proceeds to the Creditor, subject to the rights of such prior ranking hypothecary creditors. At least thirty (30) days before the expiry or cancellation of any policy the Grantor shall deliver to the Creditor evidence of renewal or replacement thereof. If the Grantor fails to perform any of the obligations required to be performed by it under this paragraph, the Creditor may (but will not be obliged to) maintain such insurance coverage and the Grantor shall pay to the Creditor on demand all sums expended by it in doing so together with interest thereon as provided in this Deed;

2.3.4 The Grantor will immediately notify the Creditor of any loss of or damage to any of the Charged Property. The Grantor will provide the Creditor with copies of all insurance policies (including all amendments and endorsements) which may be in force from time to time with respect to the Charged Property;

2.3.5 In the event that any insurance proceeds are paid to the Creditor, it may, at its option, apply such proceeds in reduction of the Indebtedness, whether or not exigible or, at the option of the Creditor, advance such proceeds to the Grantor, in such manner as the Creditor deems advisable for the purpose of repairing, restoring or reconstructing the Charged Property to a state and condition at least as good as existed prior to said loss or damage.



## 2.4. Representations, covenants, etc.

2.4.1 The Grantor hereby declares, represents, warrants and covenants that as of the date of this Hypothec and at all times during which this Hypothec is in effect:

2.4.1.1 the Grantor will pay all fees and expenses, legal and notarial or otherwise, and costs of publication or registration, incurred by or on behalf of the Creditor in respect of this Hypothec and all amendments thereto and renewals and discharges thereof, and notices of address, and will pay all appraisal fees relating to the Charged Property as well as all costs, disbursements and expenses in connection with the enforcement of any of the Creditor's rights hereunder and in connection with the recovery or conservation of the Charged Property, which costs, disbursements and expenses include, without limitation, the following:

- (a) all costs and expenses of maintenance, operation, administration, conservation and/or collection of the Charged Property;
- (b) the usual charges of all independent managers for the maintenance, operation, administration and/or collection of the Charged Property; and
- (c) reasonable compensation for any person or firm engaged, employed or consulted by or on behalf of the Creditor who acts in connection with the maintenance, operation, administration, conservation and/or collection of any of the Charged Property;

2.4.1.2 the Grantor will maintain the Charged Property in good repair and prevent any use thereof which might diminish the value thereof or the Creditor's hypothec thereon, and from time to time at the request of the Creditor give the Creditor's officers, employees and agents access thereto for the purpose of inspection;

2.4.1.3 the Grantor will at all times do or cause to be done all things necessary or proper to preserve and keep in full force and effect its corporate existence and its ability to carry on its business and will not merge or amalgamate with any other entity without the prior written consent of the Creditor;

2.4.1.4 the Grantor will pay or cause to be paid as and when due and payable all taxes, rates, assessments, levies, surtaxes and any other impositions, ordinary and extraordinary, which may be assessed on or payable by the Grantor or in respect of any of the Charged Property as well as any and all interest thereon and penalties imposed in respect thereof (collectively the "Taxes") and will deliver to the Creditor evidence of payment of the Taxes within fifteen (15) days after such Taxes become due and will make all remittances which it is required to make pursuant to any fiscal legislation applicable to the Grantor;

2.4.1.5 the Grantor will, at all times, duly and punctually pay and discharge the wages, salaries and other remuneration of all persons employed by the Grantor in connection with the enterprise of the Grantor;

2.4.1.6 with respect to environmental matters:

- (a) the Grantor will operate its business and maintain the Charged Property and all other property owned from time to time by it in compliance with the requirements of applicable environmental laws and will not bring onto or use any air contaminant, pollutant, toxic substances or hazardous waste except in strict compliance with all environmental laws;
- (b) the Grantor will promptly forward to the Creditor copies of all orders, notices, permits, applications, complaints and other communications and reports relating to its breach or potential breach of any environmental laws and will properly and diligently commence and complete all operations and other matters necessary in order to complete the remedy or rectify any such breach;

2.4.1.7 the Grantor is and shall be the sole and absolute owner of the Charged Property by good and marketable title free;

2.4.1.8 The Grantor will not, without the prior written consent of the Creditor, create, incur, assume, or suffer to exist any hypothec, mortgage, deed of trust, pledge, lien, security interest, assignment, charge or encumbrance (including any conditional or instalment sale, or other title retention agreement or finance lease) of any nature, upon or with respect to any of its properties, now owned or hereafter acquired, other than Permitted Charges;

2.4.1.9 except as provided herein, the Grantor will not sell, further hypothecate, register servitudes, encumber or otherwise dispose of any of the Charged Property without the prior written consent of the Creditor, which it may, in its discretion, refuse. In the event that the Creditor consents to the granting of a further hypothec on any of the Charged Property, such consent will be subject to the beneficiary of the hypothec entering into satisfactory arrangements with the Creditor including, without limiting the generality of the foregoing, a provision in such hypothec that upon the sale of any of the Charged Property by or for the account of the Creditor, such property will be sold free and clear of any hypothecs created therein, an undertaking that it will so confirm in writing to the Creditor and any prospective buyer, and an undertaking to grant mainlevée of its hypothec on such property at the time of the sale.

### **3. ADDITIONAL PROVISIONS WITH RESPECT TO THE HYPOTHEC ON CLAIMS**

#### **3.1. Debt Collection**

The Creditor hereby authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

#### **3.2. Withdrawal of Authorization to Collect**

The Creditor may, at its sole discretion, upon the occurrence and during the continuance of an Event of Default, withdraw the authorization granted above, by giving notice as prescribed by Applicable Law, whereupon the Creditor shall immediately be entitled to collect all Claims referred to in such notice. The debtors under such Claims shall comply with the notice sent by or

on behalf of the Creditor and thereafter shall pay all Claims to the Creditor without inquiry into the state of accounts between the Creditor and the Grantor.

### **3.3. Accounts and Records**

Should the Creditor serve a notice withdrawing the authorization granted to the Grantor to collect the Claims as provided for above, the Grantor hereby agrees that all accounts and records maintained by the Creditor with respect to any such Claims received and their application by the Creditor shall be prima facie conclusive and binding unless proven to be wrong or incorrect.

### **3.4. Powers in Connection with Collection of Claims**

Without limiting or otherwise restricting the Creditor's rights as set forth herein or under Applicable Law, upon the occurrence and during the continuance of an Event of Default, the Creditor is irrevocably authorized in connection with the collection of the Claims, as the Grantor's agent and mandatary, to:

- 3.4.1 grant delays, take or abandon any security;
- 3.4.2 grant releases and discharges, whole or partial, with or without consideration;
- 3.4.3 endorse all cheques, drafts, notes and other negotiable instruments issued to the order of the Grantor in payment of the Claims;
- 3.4.4 take conservatory measures and appropriate proceedings to obtain payment of the Claims;
- 3.4.5 negotiate and settle out of Court with the debtors of the Claims, their trustee if there is a bankruptcy or insolvency, or any other legal representative, the whole as it deems appropriate; and
- 3.4.6 deal with any other matter relating to the Claims, in its discretion, without the intervention or the consent of the Grantor;

the Creditor shall not however be liable for any damages or prejudice which may result from its fault, other than its intentional fault, wilful misconduct or gross negligence.

### **3.5. Collection of Debts by Grantor**

If, despite the withdrawal of authorization by the Creditor in accordance with the terms hereof, any Claims are paid to the Grantor, the Grantor shall be deemed to have received such amounts for the account and on behalf of the Creditor and shall pay all such amounts to the Creditor forthwith upon receipt.

### **3.6. Further Assurances**

If and when requested by the Creditor, the Grantor shall remit to the Creditor all documents which are useful or necessary for the purposes set forth in this Section 3, shall sign any useful or necessary documents without delay, and, as the case may be, shall collaborate in the collection by the Creditor of the Claims.

**3.7. Waiver**

The Grantor hereby waives any obligation the Creditor may have to inform the Grantor of any irregularity in the payment of any Claims.

**3.8. Limitation of Creditor's Liability**

The Creditor shall not be liable or accountable for any failure to collect, realize, dispose of, enforce or otherwise deal with the Claims or any part thereof and shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Creditor, the Grantor or any other Person in respect of the Claims and shall not be liable or responsible for any loss or damage whatsoever which may accrue in consequence of any such failure whether resulting from the negligence of the Creditor or any of its officers, employees, mandataries, solicitors, attorneys, receivers or otherwise other than by way of their gross negligence, wilful misconduct or intentional fault.

**4. REMEDIES****4.1. Acceleration**

Upon the occurrence and during the continuance of an Event of Default, the entire Indebtedness shall, at the option of the Creditor in its sole discretion, immediately become due and payable, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Creditor's rights and remedies under this Hypothec and otherwise under Applicable Law shall immediately become enforceable and the Creditor shall, in addition to any other rights, recourses and remedies it has, forthwith be entitled to exercise any and all hypothecary rights prescribed by the Civil Code of Quebec.

**4.2. Agent**

The Creditor may appoint any one or more agents who shall be entitled to exercise the powers and rights vested in the Creditor pursuant to this Hypothec and under Applicable Law.

**4.3. Creditor May Act on Advice of Professionals**

The Creditor may execute any of the powers imposed or conferred upon it under this Hypothec, and perform any duties required of it, by or through attorneys or agents and, in relation to this Hypothec, may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, accountant or other expert, whether obtained by the Creditor or by the Grantor or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon, unless occasioned by its intentional fault, wilful misconduct or gross negligence, and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

**4.4. Creditor's Right to Perform Obligations**

If the Grantor shall fail, refuse or neglect to make any payment or perform any act required hereunder, then while any Event of Default exists, and without notice to or demand upon the Grantor and without waiving or releasing any other right, remedy or recourse the Creditor may

have as a result of or in relation to such Event of Default, the Creditor may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Grantor, and shall have the right to take all such action and undertake such expenditures as it may deem necessary or appropriate. If the Creditor shall elect to pay any sum due with reference to the Charged Property, the Creditor may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created hereunder, the Creditor shall not be bound to inquire into the validity of any apparent or threatened adverse title, hypothec, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. The Grantor shall indemnify the Creditor for all losses, expenses, damages, claims and causes of action, including legal fees (on a solicitor and client basis), incurred or accruing by reason of any acts performed by the Creditor pursuant to the provisions of this Section 4.4. All sums paid by the Creditor pursuant to this Section 4.4, and all other sums expended by the Creditor for which it shall be entitled to be indemnified, shall be added to the Indebtedness, shall be secured by this Hypothec and shall be paid by the Grantor to the Creditor upon demand.

#### **4.5. Mise en demeure**

No notice or mise en demeure of any kind shall be required to be given to the Grantor by the Creditor for the purpose of putting the Grantor in default, the Grantor being in default by the mere lapse of time allowed for the performance of an obligation or by the mere happening of an event constituting an Event of Default.

Moreover, the Attorney may sell or otherwise dispose of any Hypothecated Securities which are "securities" or "security entitlements" (within the meaning of *An Act Respecting the Transfer of Securities and Establishment of Security Entitlements* (Québec)), without having to give a prior notice, obtain voluntary surrender thereof or observe the time limits prescribed by Applicable Law.

#### **4.6. Exercise of Recourses**

In exercising any of the rights, recourses or remedies available hereunder, the Creditor may at its discretion, in respect of all or any part of the Charged Property or any other security held by the Creditor, exercise such rights, recourses and remedies as are available hereunder or under Applicable Law, as it elects to exercise, without prejudicing the other rights, recourses and remedies available to the Creditor in respect of all or part of the Charged Property or any other hypothec or other security held by the Creditor. The Creditor may exercise any of such rights, recourses and remedies in respect of all or any part of the Charged Property (or any other security held by the Creditor), simultaneously or successively. It is further understood that the Creditor shall be entitled to exercise and enforce all of the rights and remedies available to it, free from any control of the Grantor provided, however, that the Creditor shall not be bound to realize any specific security nor exercise any right or remedy as aforesaid and shall not be liable for any loss which may be occasioned by any failure to do so.

#### **4.7. Surrender**

If a prior notice of the Creditor's intention to exercise a hypothecary right is given to the Grantor, the Grantor shall, and shall cause any other Person in possession of the Charged Property subject to such prior notice, to immediately surrender same to the Creditor and shall execute, and cause to be executed all deeds and documents required to evidence such surrender to the Creditor.

#### **4.8. Extension of Time and Waiver**

Neither any extension of time given by the Creditor to the Grantor or any Person claiming through the Grantor, nor any amendment to this Hypothec or other dealing by the Creditor with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Creditor against the Grantor or any other Person or Persons liable for payment of the Indebtedness. The Creditor may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Creditor will extend to, or affect, any subsequent Event of Default or the rights of the Creditor arising from such Event of Default. Any such waiver must be in writing and signed by the Creditor. No failure on the part of the Creditor or the Grantor to exercise, and no delay by the Creditor or the Grantor in exercising, any right pursuant to this Hypothec will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

#### **4.9. Cancellation of Hypothec and Release**

The Creditor will have a reasonable period of time after full payment and satisfaction of the Indebtedness to prepare and execute a cancellation of this Hypothec. All reasonable legal and other expenses for the preparation, execution, delivery and registration of the cancellation shall be paid by the Grantor upon demand. The Grantor shall register such cancellation. The Creditor may release in its discretion and at any time any Person or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other Person from this Hypothec or from any of the covenants contained in this Hypothec, and without being accountable to the Grantor for the value of the Charged Property released or for any money except that actually received by the Creditor. The Creditor may grant renewals, extensions, indulgences, releases and discharges may take security from and give the same up, may abstain from taking security from, may accept compositions and proposals, and may otherwise deal with the Grantor and all other Persons and security as the Creditor may see fit without prejudicing the rights of the Creditor hereunder.

### **5. ADDITIONAL RIGHTS OF THE CREDITOR**

#### **5.1. Additional Rights**

The Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the following provisions shall apply to supplement the provisions of any Applicable Law and without limiting any other provisions of this Hypothec dealing with the same subject matter:

5.1.1 The Creditor shall be the irrevocable mandatary and agent of the Grantor, with power of substitution, in respect of all matters relating to the enforcement of all rights, recourses and remedies of the Creditor. The Creditor shall, as regards all of the powers, authorities and discretions vested in it hereunder, have the absolute and unfettered discretion as to the exercise thereof whether in relation to the manner or as to the mode or time for their exercise.

5.1.2 Without limiting the generality of Section 5.1.1, the Grantor agrees that the Creditor may but is not obliged to, at the expense of the Grantor, for the purposes of protecting or realizing upon the value of the Charged Property or its rights:

5.1.2.1 cease or proceed with, in any way the Creditor sees fit, any enterprise of the Grantor, and the administration of the Charged Property, including, without limitation, the generality of the foregoing:

- (a) sign any credit agreement, security document, lease, service contract, construction contract, management contract, development contract, maintenance contract or any other agreement, contract, deed or other document in the name of and on behalf of the Grantor in connection with the Charged Property or any enterprise of the Grantor and renew, cancel or amend from time to time any such agreement, contract, deed or other document;
- (b) maintain, repair, renovate, operate, alter, complete, preserve or extend any part of the Charged Property in the name of the Grantor including undertaking or completing any construction work at the Grantor's expense;
- (c) reimburse for and on behalf of the Grantor any third person having a claim against any part of the Charged Property;
- (d) borrow money or lend its own funds for any purposes related to the Charged Property; and

receive the revenues, rents, fruits, products and profits from the Charged Property and endorse any cheque, securities or other instrument;

5.1.2.2 dispose of any part of the Charged Property likely to rapidly depreciate or decrease in value;

5.1.2.3 use the information it has concerning the Grantor or any information obtained during the exercise of its rights except as may be otherwise provided in any confidentiality agreement;

5.1.2.4 fulfil any of the undertakings of the Grantor or of any other Person;

5.1.2.5 use, administer and exercise any other right pertaining to the Charged Property; and

5.1.2.6 do all such other things and sign all documents in the name of the Grantor as the Creditor may deem necessary or useful for the purposes of exercising its rights, recourses and remedies hereunder or under Applicable Law.

5.1.3 In the event of the exercise by the Creditor of any right, recourse or remedy following the occurrence of an Event of Default:

5.1.3.1 the Creditor shall only be accountable to the Grantor to the extent of its commercial practice and within the delays normally observed by the Creditor and the Creditor shall not be obliged to with respect to the Charged Property or any enterprise operated by or on behalf of the Grantor;

- (a) make inventory, take out insurance or furnish any security;

- (b) advance any sums of money in order to pay any expenses not even those expenses that may be necessary or useful; or
- (c) maintain the use for which the enterprise of the Grantor or any Charged Property is normally intended, make it productive or continue its use;
- (d) and shall not be held liable for any loss whatsoever other than as a result of its gross negligence, wilful misconduct or intentional fault;

5.1.3.2 any and all sums of money remitted to or held by the Creditor may be invested at its discretion, without the Creditor being bound by any legislative provisions relating to the investment or administration of the property of others; the Creditor is not obliged to invest or pay interest on amounts collected even where such amounts exceed the amounts due by the Grantor;

5.1.3.3 the Creditor may itself, directly or indirectly, become the owner of the whole or any part of the Charged Property to the extent not prohibited by Applicable Law;

5.1.3.4 the Creditor may, at the time it exercises its rights, renounce to a right belonging to the Grantor, make settlements and grant discharges and mainlevées, even without consideration;

5.1.3.5 in the event the Creditor exercises its hypothecary right of taking in payment and the Grantor requires the Creditor to sell the whole or any part of the Charged Property, the Grantor acknowledges that the Creditor shall not be required to renounce to its hypothecary right of taking in payment unless, prior to the expiration of the time limit to surrender, the Creditor (i) shall have received security, which the Creditor deems satisfactory, to the effect that the sale will be made at a price sufficient to pay all amounts owing under the Indebtedness and to enable the Creditor to be paid its claim in full, (ii) shall have been reimbursed the costs it shall have incurred, and (iii) shall have been advanced all amounts necessary for the sale of the Charged Property;

5.1.3.6 in the event that the Creditor sells the whole or any part of the Charged Property, it will not be required to obtain any prior appraisal from a third party; and

5.1.3.7 the sale of the Charged Property may be made with legal warranty on the part of the Grantor or, at the option of the Creditor, with total or partial exclusion of warranty.

5.1.4 The Creditor shall only be bound to exercise reasonable prudence and diligence in the execution of its rights and performance of its obligations under the terms of this Hypothec or under Applicable Law and the Creditor shall not be responsible for prejudice that may result from its fault or that of its agents or representatives, with the exception of its gross negligence, wilful misconduct or intentional fault.

5.1.5 The Creditor shall not be responsible in respect of any obligations undertaken in the exercise of its powers under the terms of this Hypothec or under Applicable Law, even in any case where the Creditor may have exceeded its powers, or by reason of any delay, omission or any other act made in good faith by the Creditor or its representatives with the exception of



obligations undertaken or acts made further to gross negligence, wilful misconduct or intentional fault.

## **6. THE CREDITOR**

### **6.1. Protection of Persons Dealing with Creditor**

No Person dealing with the Creditor or its agents need inquire whether the hypothec hereby constituted has become enforceable or whether the powers which the Creditor is purporting to exercise have become exercisable.

### **6.2. Delegation of Powers**

The Creditor may delegate the exercise of its rights or the performance of its obligations hereunder to another Person. In that event, the Creditor may furnish that Person with any information it may have concerning the Grantor or the Charged Property. The Creditor shall not be responsible for damages resulting from such delegation or from any fault committed by such delegate.

### **6.3. Successors**

The rights of the Creditor hereunder shall benefit any successor or assign of the Creditor, including any Person resulting from the amalgamation of the Creditor with any other Person.

### **6.4. Liability of Creditor**

The Creditor shall only be accountable for reasonable diligence in the performance of its duties and the exercise of its rights hereunder, and shall only be liable for its own gross negligence, intentional fault and wilful misconduct.

### **6.5. Unfettered Discretion to Exercise Powers**

The Creditor, except as herein otherwise provided, shall, with respect to all rights, powers and authorities vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of fraud, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

## **7. MISCELLANEOUS**

### **7.1. General Indemnity**

The Grantor shall protect, defend, indemnify and save harmless the Creditor and its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Creditor by reason of holding this Hypothec or any interest therein or receipt of any Claims, or any other action or failure to act in relation to the Charged Property or the exercise of any rights or recourses of the Creditor.

**7.2. Amendments and Waivers**

No amendment or waiver of any provision of this Hypothec shall be effective unless in writing and signed by the party against whom enforcement is sought.

**7.3. Waivers**

No course of dealing on the part of the Creditor, its officers, employees, consultants or agents, nor any failure or delay by the Creditor with respect to exercising any right, power or privilege of the Creditor shall operate as a waiver thereof.

**7.4. Payment to Third Parties**

If the Creditor is at any time or from time to time required to make a payment in connection with the security constituted by this Hypothec, such payment and all reasonable costs of the Creditor (including legal fees and other expenses) shall be immediately payable by the Grantor to the Creditor.

**7.5. Notices**

All notices and communications hereunder shall be given to the addresses indicated on the first page of this Hypothec.

**7.6. Governing Law**

This Hypothec shall be governed by and construed in accordance with the Applicable Law of the Province of Quebec and the Applicable Law of Canada.

**7.7. Counterparts**

This Hypothec may be executed by one or more of the parties to this agreement on any number of separate counterparts (including by telecopy or in Portable Document Format (PDF)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**7.8. Language**

The parties hereto confirm that they have requested that this Hypothec and all related documents be drafted in English. Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.

SIGNED AT Toronto, THIS 19 DAY OF JANUARY, 2015.

HMV IP HOLDINGS ULC

Harvey Berkley

Per: Harvey Berkley, Vice President, Finance and Real Estate

HMV CANADA INC.

Harvey Berkley

Per: Harvey Berkley, Chief Financial Officer