EXHIBIT I

SCHEDULE C

DRAWDOWN NOTICE

TO: Bank of Montreal (the "**Lender**")
6th Floor, 350 – 7th Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: Sandy Hayer
E-mail: sandy.hayer@bmo.com

DATE[1]**:** _____

1. This Drawdown Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of December 3, 2019 between Structurlam Mass Timber Corporation (the "**Canadian Borrower**") and Structurlam Mass Timber U.S., Inc. (the "**US Borrower**"), as borrowers (collectively and each individually, the "**Borrower**"), and the Lender and relating to the establishment of certain credit facilities in favour of the Borrower, as amended and supplemented to the date hereof (as amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Drawdown Notice shall have the respective meanings set forth in the Credit Agreement.

2. The Canadian Borrower hereby requests a weekly Drawdown under the Revolving Facility as follows:

   (a) Drawdown Date (i.e., a Wednesday): _____

   (b) Amount of Drawdown: _____

   (c) Type of Loan: _____

   _____

   (d) Payment, delivery or issuance instructions (if any): _____

   _____

3. Attached hereto as indicated are copies of the following:

   (a) as Appendix I, the most recently delivered Updated Cash Flow Projections and Working Capital Forecast;

   (b) as Appendix II, the most recently delivered Weekly Cashflow Report; and

   (c) as Appendix III, a detailed list of expenditures proposed to be funded by the requested Drawdown.

4. The Canadian Borrower hereby certifies as follows:

[1] NTD: a Drawdown Notice is required to be delivered on Monday of the week in question for a proposed weekly Drawdown on Wednesday of such week.

(a) except for the Disclosed Defaults, it is in compliance with the provisions of the Credit Agreement;

(b) except for the Disclosed Defaults, the representations and warrants set forth in Section 8.1 of the Credit Agreement are true and correct in all material respects.

Yours very truly,

STRUCTURLAM MASS TIMBER CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX I

[attach most recent Updated Cash Flow Projections and Working Capital Forecast]

APPENDIX II

[attach most recent Weekly Updated Cashflow Report]

APPENDIX I

[attach detailed list of expenditures proposed to be funded from proceeds of requested Drawdown]

EIGHTH AMENDMENT AGREEMENT

Eighth Amendment Agreement dated as of April 21, 2023 (this "**Agreement**") among **STRUCTURLAM MASS TIMBER CORPORATION** (formerly named SLP Operations Ltd.) (the "**Cdn. Borrower**"), a corporation organized under the laws of British Columbia, as Canadian borrower, **STRUCTURLAM MASS TIMBER U.S., INC.** (the "**U.S. Borrower**" and together with the Cdn. Borrower, the "**Borrowers**"), a corporation organized under the laws of Delaware, as US borrower, **SLP HOLDINGS LTD.** ("**Holdco**"), a corporation organized under the laws of British Columbia, as limited recourse guarantor, **NATURAL OUTCOMES, LLC** (the "**US Guarantor**"), a limited liability company formed under the laws of Delaware and **BANK OF MONTREAL** (the "**Lender**"), as lender.

WHEREAS the Borrowers have entered into an amended and restated letter agreement dated as of December 3, 2019, as amended by a first amendment agreement dated as of February 2, 2021, a second amendment agreement dated as of September 29, 2021, a third amendment agreement dated as of January 24, 2022, a fourth amendment agreement dated as of June 17, 2022, a fifth amendment agreement dated as of June 27, 2022, a consent and sixth amendment agreement dated as of February 7, 2023 and a seventh amendment agreement dated as of March 3, 2023, among the Borrowers, Holdco and the Lender (as further amended, supplemented, extended or otherwise modified or restated at any time or from time to time, collectively, the "**Letter Agreement**") which amended and restated the letter agreement dated as of December 21, 2017 among the Cdn. Borrower, Holdco and the Lender (the "**Original Letter Agreement**");

AND WHEREAS to secure the Borrowers' indebtedness, liabilities and obligations under the Letter Agreement, Holdco guaranteed the obligations of the Cdn. Borrower under the Original Letter Agreement pursuant to a limited recourse guarantee dated December 21, 2017, as confirmed by a confirmation of security dated as of May 4, 2020 (as amended, modified, supplemented or restated from time to time, the "**Original Limited Recourse Guarantee**"), and Holdco guaranteed the obligations of the Borrowers under the Letter Agreement pursuant to a limited recourse guarantee dated May 4, 2020 (as amended, modified, supplemented or restated from time to time, the "**Additional Limited Recourse Guarantee**" and together with the Original Limited Recourse Guarantee, the "**Limited Recourse Guarantee**") and granted certain Security in connection with such Limited Recourse Guarantee;

AND WHEREAS to secure the Borrowers' indebtedness, liabilities and obligations under the Letter Agreement, the US Guarantor guaranteed the obligations of the Cdn. Borrower under the Letter Agreement pursuant to a guarantee dated May 4, 2020 (as amended, modified, supplemented or restated from time to time, the "**Guarantee**");

AND WHEREAS the Borrowers are currently in default of their obligations under the Letter Agreement in each of the following respects (collectively, the "**Disclosed Defaults**"):

(a) Under Section 11.1(x) of the Letter Agreement, a circumstance has occurred with respect to a Material Agreement which has had a Material Adverse Effect, notice of which was provided to the Lender in writing on or around January 18, 2023.

AND WHEREAS the Borrowers have requested that the Lender (i) amend the Letter Agreement to make available a new uncommitted non-revolving demand facility in the amount of up to $900,000 (the "**Priority Non-Revolving Facility**"), and (ii) agree to Drawdowns under the Priority Non-Revolving Facility, notwithstanding the Disclosed Defaults, the Lender has consented to such amendments subject to the terms and conditions set out in this Agreement;

AND WHEREAS as a condition of providing such amendments the Borrowers, Holdco and the US Guarantor are to acknowledge and confirm, as set out herein, that any guarantee (including, without limitation, the Limited Recourse Guarantee and the Guarantee) and the Security granted by each such Person prior to the date hereof is to continue in full force and effect;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the foregoing premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereby agree as follows:

Section 1. **Definitions**. All capitalized terms not otherwise defined herein and defined in the Letter Agreement shall have the same meaning herein as in the Letter Agreement. As used herein, the singular shall include the plural and the plural shall include the singular as the context may require.

Section 2. **Reservation of Rights.** The Borrowers have previously acknowledged the occurrence of and hereby acknowledge the continuance of the Disclosed Defaults. The Lender has not, and shall not be deemed to have, waived the Disclosed Defaults. The Lender reserves its rights at any time to exercise any rights, remedies, power and privileges afforded by law or under the Letter Agreement or the other Documents with respect to the Disclosed Defaults.

Section 3. **Letter Agreement Amendments.** Subject to satisfaction of the conditions precedent set forth in Section 5 below, the Lender, the Borrowers and Holdco agree that, effective as of the Effective Date, the Letter Agreement shall be amended and supplemented as follows:

(a) Schedule A of the Letter Agreement is hereby amended by adding, in appropriate alphabetical order, the following definitions:

"**Demand for Payment**" has the meaning set forth in Section 1.4(e) of this Agreement.

"**Priority Non-Revolving Facility**" means the uncommitted non-revolving demand facility in the maximum principal amount of $900,000 to be made available to the Cdn. Borrower by the Lender in accordance with the provisions of the Agreement, subject to any reduction in accordance with the provisions of the Agreement.

(b) Schedule A of the Letter Agreement is hereby further amended by revising the definition of "L/C Facility" by deleting the reference therein to "$2,000,000" and replacing the same with "$413,000".

(c) Schedule A of the Letter Agreement is hereby further amended by deleting the definition of "Revolving Facility" in its entirety and replacing the same with the following:

""**Revolving Facility**" means, collectively, (i) the Priority Non-Revolving Facility, and (ii) the committed revolving credit facility in the maximum principal amount of $3,000,000 to be made available to the Cdn. Borrower by the Lender in accordance with the provisions of the Agreement, subject to any reduction in accordance with the provisions of the Agreement."

(d) Section 1.4(a) of the Letter Agreement (Availability and Nature of the Credit Facilities) is hereby deleted in its entirety and replaced with the following:

"(a) the Cdn. Borrower may make Drawdowns under the Revolving Facility after the Closing Date and prior to the Maturity Date for the purposes described in Section 1.3(1) above. Prior to the Maturity Date, the Revolving Facility (other than the Priority Non-Revolving Facility) shall be a revolving credit facility: that is, the Cdn. Borrower may increase or decrease Loans under the Revolving Facility (other than the Priority Non-Revolving Facility) by making Drawdowns, repayments and further Drawdowns Notwithstanding any other provision hereof, the Priority Non-Revolving Facility shall be a non-revolving demand facility and the Cdn. Borrower shall not be permitted to increase or decrease Loans under the Priority Non-Revolving Facility;"

(e) Section 1.4 of the Letter Agreement (Availability and Nature of the Credit Facilities) is further amended by adding the following subparagraph (e) immediately following subparagraph (d) thereof:

"(e) Each Borrower acknowledges the demand nature of the Priority Non-Revolving Facility and the Lender's right to, notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, demand payment of all principal, accrued interest and other obligations, and to terminate, cancel or restrict the availability of the Priority Non-Revolving Facility at any time and from time to time (and, for certainty, including after any requested Advance hereunder) (any such demand, a "**Demand for Payment**"). Nothing whatsoever in this Agreement, the Security or other Documents shall derogate from, limit or alter the demand nature of the Priority Non-Revolving Facility and all Loans, Advances and other obligations under or pursuant to the Priority Non-Revolving Facility shall be immediately due and payable upon Demand for Payment by the Lender. The Priority Non-Revolving Facility or any part thereof is not automatically available upon satisfaction of the terms and conditions set out herein. The Lender can demand repayment at any time and can cancel or reduce the availability of the Priority Non-Revolving Facility at any time without notice or demand, acting in its sole

discretion. Advances under the Priority Non-Revolving Facility shall not be available if the Lender has made Demand for Payment under or has cancelled or limited the availability of the Priority Non-Revolving Facility.".

(f) Section 1.11 of the Letter Agreement (Overdrafts under the Revolving Facility) is hereby amended by adding the following subparagraph (3) immediately following subparagraph (2) thereof:

"(3) For certainty, and notwithstanding Sections 1.11(1) and 1.11(2), this Section 1.11 shall not apply to the Priority Non-Revolving Facility.".

(g) Section 1.13(1) of the Letter Agreement (Mandatory Repayment of the Credit Facilities) is hereby deleted in its entirety and replaced with the following:

"(1) Subject to Section 10.2 and Article 6, each Borrower shall repay or pay, as the case may be, to the Lender all Loans and other Obligations of such Borrower outstanding under the Credit Facilities on or before the Maturity Date, provided that all principal amounts outstanding under the Priority Non-Revolving Facility shall be repaid prior to any principal outstanding under the Credit Facilities.

(h) Section 1.13(5) of the Letter Agreement (Mandatory Repayment of the Credit Facilities) is hereby deleted in its entirety and replaced with the following:

"(5) Additionally, (a) any mandatory repayment pursuant to Section 1.13(4)(a) shall be applied (i) firstly, to all amounts then outstanding under the Priority Non-Revolving Facility, (ii) secondly to all remaining Cdn. Term Facility Instalments and the balance due under the Cdn. Term Facility on the Maturity Date (assuming all Cdn. Term Facility Instalments are paid as and when they fall due) in inverse order of maturity and thereafter, and (iii) thirdly, to the extent not repaid under clause (i) hereof, to amounts then outstanding under the Revolving Facility (but without any corresponding reduction of the maximum authorized amount of the Revolving Facility), (b) any mandatory repayment pursuant to Section 1.13(4)(b) shall be applied (i) firstly, to all amounts then outstanding under the Priority Non-Revolving Facility, and (ii) secondly, to all remaining U.S. Term Facility Instalments and the balance due under the U.S. Term Facility on the Maturity Date (assuming all U.S. Term Facility Instalments are paid as and when they fall due) in inverse order of maturity, (c) any other mandatory repayment pursuant to Section 1.13(4) shall, except as set forth therein, be applied (i) firstly, to all amounts then outstanding under the Priority Non-Revolving Facility, (ii) secondly, to all remaining Cdn. Term Facility Instalments and U.S. Term Facility Instalments and the balance due under the Cdn. Term Facility and U.S. Term Facility on the Maturity Date (assuming, for this purpose, that the U.S. Term Facility will be fully drawn and that each Cdn. Term Facility Instalment and each U.S. Term Facility Instalment will be paid by the relevant Borrower to the Maturity Date in accordance with Sections 1.13(2) and 1.13(3)) on a *pro rata* basis as between the Cdn. Term Facility and the U.S. Term Facility and in inverse order of maturity with respect to each such Credit Facility, (iii) thirdly, to the extent not repaid under clause (i)

hereof, to amounts outstanding under the Revolving Facility (but without any corresponding reduction of the maximum authorized amount of the Revolving Facility), and (iv) fourthly, to cash collateralize on a dollar-for-dollar basis in the relevant currency or currencies in which such L/Cs are denominated, L/Cs issued and outstanding under the L/C Facility, and (d) any optional repayment pursuant to Section 1.12 shall be applied to the repayment of (i) firstly, the Priority Non-Revolving Facility, and (ii) secondly, Loans outstanding under any of the Credit Facilities in the order and manner as directed by the Borrowers in their discretion."

(i) Section 4 of the Letter Agreement (Payments of Interest and Fees) is amended by (a) adding the following new Section 4.4 immediately following Section 4.3 thereof and (b) renumbering the following sections accordingly:

"**4.4 Interest on Priority Non-Revolving Facility**

Notwithstanding any other provision of this Agreement, the Cdn. Borrower shall pay interest on the Priority Non-Revolving Facility owing by it during each Interest Period applicable thereto in Canadian Dollars or U.S. Dollars, as applicable, at a rate per annum equal to 14%. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the Priority Non-Revolving Facility outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 or 366 days, as applicable.".

(j) Section 6.3 of the Letter Agreement (Application of Payments) is hereby deleted in its entirety and replaced with the following:

"6.3 **Application of Payments**

Except as otherwise agreed in writing by the Lender, if any Event of Default shall occur and be continuing, all payments made by the Borrowers to the Lender shall be applied in the following order:

(a) to amounts due hereunder as fees;

(b) to amounts due hereunder as costs and expenses;

(c) to amounts due hereunder as default interest;

(d) to amounts due hereunder as interest, as issuance fees for L/Cs;

(e) to amounts due hereunder as principal under the Priority Non-Revolving Facility; and

(f) to amounts due as principal (other than with respect to principal paid in accordance with subsection (e) above) (including reimbursement

obligations in respect of L/Cs), Lender Financial Instrument Obligations and Other Secured Obligations.".

(k) Section 10.1 of the Letter Agreement (Events of Default) is hereby amended by adding the following subparagraph (z) immediately following subparagraph (y) thereof:

"(z) Notwithstanding any other provision of this Section 10.1 or any other provision of this Agreement, if, following a Demand for Payment, a Borrower fails to immediately repay any amount owing in respect of the Priority Non-Revolving Facility on the same day as such Demand for Payment was made by the Lender.".

Section 4. Compliance and Representations. Each of the Borrowers and Holdco hereby represents, warrants, agrees and acknowledges that, in each case, except for the Disclosed Defaults, it is and immediately prior to the amendments as set out in Section 3 hereof, it shall be in compliance with the provisions of the Letter Agreement and, except for the Disclosed Defaults, the representations and warranties set forth in Section 8.1 thereof are now and shall as of such time be true and correct and, after giving effect to the amendments as set out in Section 3 hereof and the other terms and conditions set forth herein, it shall be in compliance with the provisions of the Letter Agreement, and of this Agreement, and except for the Disclosed Defaults, the representations and warranties set forth in Section 8.1 thereof shall be true and correct. For the avoidance of doubt, the Obligors shall not be in breach of Section 8.2 of the Letter Agreement as a result of the delivery of a Drawdown Notice or the taking of any Drawdown because of the existence of the Disclosed Defaults.

Section 5. Conditions Precedent. The amendments and supplements to the Letter Agreement contained in Section 3 hereof shall be subject to the satisfaction of the following conditions precedent:

(a) the Borrowers, Holdco and the US Guarantor shall have executed and delivered this Agreement;

(b) the Borrowers shall have delivered a Drawdown Notice (in the form attached as Exhibit I to this Agreement), including all appendices thereto, in form and substance satisfactory to the Lender;

(c) the Borrowers shall have paid to the Lender an amendment fee in the amount of $50,000;

(d) the Borrowers shall have delivered to the Lender (i) a current certificate of compliance or good standing (or equivalent), as the case may be, in respect of its jurisdiction of incorporation for the U.S. Borrower and the Cdn. Borrower, (ii) certified copies of the constating documents, by-laws and shareholders agreement of the Cdn. Borrower, as applicable, (iii) certified copies of the resolutions of the Cdn. Borrower authorizing this Agreement and transactions hereunder, and (iv) an Officer's Certificate as to the incumbency of the officers of the Cdn. Borrower signing this Agreement;

(e) the Lender shall have received a legal opinion from legal counsel to the Borrowers in form and substance as may be required by the Lender;

(f) the Borrowers shall have delivered to the Lender, deposit account control agreements in respect of all of their U.S. Dollar bank accounts, in form and substance satisfactory to the Lender; and

(g) as at the date hereof, after giving effect to the amendments contemplated herein, except in each case for the Disclosed Defaults, the representations and warranties contained in Section 8.1 of the Letter Agreement shall be true and correct in all respects and there shall be no Default or Event of Default which has occurred and is continuing under the Letter Agreement.

Section 6. Confirmation. Each of the Borrowers, Holdco and the US Guarantor hereby consents to the amendments set forth in Section 3 hereof, and the terms and conditions thereof and acknowledges, confirms and agrees that notwithstanding the terms and conditions of this Agreement (including, without limitation, such amendments and consent) and the execution and delivery of this Agreement, by the parties hereto and thereto and whether or not any conditions precedent contained herein have been fulfilled:

(a) all adjustments or modifications to the obligations underlying (i) the Limited Recourse Guarantee granted by Holdco and (ii) the Guarantee granted by the US Guarantor (together, the "**Guarantees**") in favour of the Lender have been made and are permitted under the terms and conditions of the Guarantees;

(b) the Guarantees (including, without limitation, the obligations of Holdco and the US Guarantor thereunder) shall, in each case, be and remain in full force and effect as a valid and binding continuing guarantee to the Lender in accordance with its terms without impairment or novation thereof for all present and future debts, liabilities and obligations, direct or indirect or otherwise now or at any time or from time to time hereafter due or owing from the Borrowers or Holdco or any of them to the Lender under the Letter Agreement or any other Documents; and

(c) all Security granted by each of the Borrowers, Holdco and the US Guarantor, whether as borrower or guarantor under or in connection with the Letter Agreement or any other Documents, is hereby confirmed to be and shall continue in full force and effect unamended (except as amended hereby) and shall, in each such case, be deemed to be granted as security for all present and future debts, liabilities and obligations, direct or indirect or otherwise, now or at any time or from time to time hereafter due or owing from such Person (in accordance with the terms of such Security) to the Lender under the Letter Agreement or any other Documents to which such Person is a party (provided that nothing herein shall amend any limit on liability of such Person set forth in such Security).

Section 7. Acknowledgements. The parties acknowledge that except as otherwise expressly indicated herein, the Letter Agreement and the other Documents shall continue unamended and without novation and remain in full force and effect and, except as amended and supplemented by

this Agreement, the Security and such other Documents are in all respects confirmed, ratified and preserved. The provisions of this Agreement shall not operate to in any way limit or otherwise restrict the rights and remedies of the Lender in respect of payment and performance of any indebtedness, obligations or liabilities of the Borrowers or any other Person to it under the Letter Agreement.

Section 8. **Further Assurances.** Each of the Borrowers and Holdco shall at all times hereafter at the reasonable request of the Lender execute and deliver all such further documents and instruments and shall do and perform such acts as may be necessary to give full effect to the intent and meaning of this Agreement including, without limitation, all such further documents, certificates and instruments as may be considered necessary or desirable by the Lender to preserve, protect or perfect the Security.

Section 9. **Successors and Assigns.** This Agreement shall be binding upon each party hereto and their respective successors and permitted assigns and shall enure to the benefit of the Lender and its successors and assigns.

Section 10. **Severability.** The provisions of this Agreement are intended to be severable. If any provision hereof is held to be invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 11. **Modifications; Waiver.** Any amendment or modification or waiver of any right under any provision hereof shall be in writing and signed by the parties hereto. Any consent or waiver hereunder shall be effective only for the specific purpose for which it is given and for the specific time period, if any, contemplated in such consent or waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege and any waiver of any breach of the provisions hereof shall be without prejudice to any rights with respect to any other or further breach.

Section 12. **Notices.** All notices hereunder shall be given and received as provided in Section 14.8 of the Letter Agreement.

Section 13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

Section 14. **Counterparts.** This Agreement may be executed in counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means including, without limitation, by facsimile or electronic delivery in portable document format ("pdf") shall be equally effective as delivery of a manually executed counterpart thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

BORROWERS:

STRUCTURLAM MASS TIMBER CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

STRUCTURLAM MASS TIMBER U.S., INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

HOLDCO:

SLP HOLDINGS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

DocuSign Envelope ID: 55B20990-B468-465E-930B-B2D58B6567AF

DocuSign Envelope ID: FC7EF2B3-0124-4296-86A5-7076B2E5D206

US GUARANTOR:

NATURAL OUTCOMES, LLC

By: _____
Name: Nathan Waters
Title: Manager

By: _____
Name:
Title:

I/We have authority to bind the limited liability company.

LENDER:

BANK OF MONTREAL

By: _____
Name: Sandy Hayer
Title: Director, SAMU National Accounts

By: _____
Name: Shane Klein
Title: Managing Director

EXHIBIT I

DRAWDOWN NOTICE

TO: Bank of Montreal (the "**Lender**")
6th Floor, 350 – 7th Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: Sandy Hayer
E-mail: sandy.hayer@bmo.com

DATE: _____

1. This Drawdown Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of December 3, 2019 between Structurlam Mass Timber Corporation (the "**Canadian Borrower**") and Structurlam Mass Timber U.S., Inc. (the "**US Borrower**"), as borrowers (collectively and each individually, the "**Borrower**"), and the Lender and relating to the establishment of certain credit facilities in favour of the Borrower, as amended and supplemented to the date hereof (as amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Drawdown Notice shall have the respective meanings set forth in the Credit Agreement.

2. The Canadian Borrower hereby requests a Drawdown under the Priority Non-Revolving Facility as follows:

   (a) Drawdown Date (i.e., a Wednesday): _____

   (b) Amount of Drawdown: _____

   (c) Type of Loan: _____

   _____

   (d) Payment, delivery or issuance instructions (if any): _____

   _____

3. Attached hereto as indicated are copies of the following:

   (a) as Appendix I, the most recently delivered Updated Cash Flow Projections and Working Capital Forecast;

   (b) as Appendix II, the most recently delivered Weekly Cashflow Report; and

   (c) as Appendix III, a detailed list of expenditures proposed to be funded by the requested Drawdown.

4. The Canadian Borrower hereby certifies as follows:

(a) except for the Disclosed Defaults, it is in compliance with the provisions of the Credit Agreement;

(b) except for the Disclosed Defaults, the representations and warrants set forth in Section 8.1 of the Credit Agreement are true and correct in all material respects.

Yours very truly,

STRUCTURLAM MASS TIMBER CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

This is Exhibit " U " referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

GENERAL SECURITY AGREEMENT

This General Security Agreement is made as of December 21, 2017.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Shane Klein, Managing Director – Western Canada, Private Equity/Sponsor
Facsimile: (604) 687-3666
Email: shane.klein@bmo.com

RECITALS:

A. SLP Operations Ltd. (the "**Debtor**") is, or may become, indebted or liable to Bank of Montreal (the "**Creditor**") pursuant to the terms of a credit agreement dated as of December 21, 2017 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") or otherwise.

B. To secure the payment and performance of the Secured Liabilities, the Debtor has agreed to grant to the Creditor the Security Interests with respect to the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions**. In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and, unless otherwise defined in this Agreement, the singular and plural forms of the following terms have the following meanings:

"**Accessions**", "**Account**", "**Chattel Paper**", "**Certificated Security**", "**Consumer Goods**", "**Document of Title**", "**Equipment**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", "**Money**", "**Proceeds**", "**Security**", "**Security Certificate**", and "**Uncertificated Security**" have the meanings given to them in the PPSA.

"**Agreement**" means this agreement, including the Schedules and recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

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

"**Collateral**" means all of the present and future:

(a) undertaking;

(b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Creditor in connection with this Agreement); and

(c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Creditor in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),

of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Governmental Authorizations, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.

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

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Event of Default**" means any "**Event of Default**" as defined in the Credit Agreement.

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

"**Issuer**" has the meaning given to that term in the STA.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or

reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

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

"**Personal Property**" means personal property and includes Accounts, Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property and Money.

"**PPSA**" means the *Personal Property Security Act* (British Columbia), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

"**Receiver**" means an interim receiver, a receiver, a manager or a receiver and manager.

"**Release Date**" means the date on which all the Secured Liabilities have been indefeasibly paid and discharged in full and the Creditor has no further obligations to the Debtor under the Documents pursuant to which further Secured Liabilities might arise.

"**Secured Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents, and any unpaid balance thereof.

"**Security Interests**" means the Liens created by the Debtor in favour of the Creditor under this Agreement.

"**Schedules**" means the schedules to this Agreement.

"**STA**" means the *Securities Transfer Act* (British Columbia), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

2. **Grant of Security Interests**. As general and continuing collateral security for the due payment and performance of the Secured Liabilities, the Debtor pledges, mortgages, charges and assigns (by way of security) to the Creditor, and grants to the Creditor a security interest in, the Collateral.

3. **Limitations on Grant of Security Interests**. If the grant of the Security Interests with respect to any Contract, Intellectual Property Right or Governmental Authorization under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Governmental Authorization or is otherwise prohibited or ineffective (whether by the terms thereof or under Applicable Laws), then such Contract, Intellectual Property Right or Governmental Authorization shall not be subject to the Security Interests but shall be held in trust by the Debtor for the benefit of the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default shall be assigned by

the Debtor as directed by the Creditor; provided that: (a) the Security Interests shall attach to such Contract, Intellectual Property Right or Governmental Authorization, or applicable portion thereof, immediately at such time as the condition causing such termination or breach is remedied, and (b) if a term in a Contract that prohibits or restricts the grant of the Security Interests in the whole of an Account or Chattel Paper forming part of the Collateral is unenforceable against the Creditor under Applicable Laws, then the exclusion from the Security Interests set out above shall not apply to such Account or Chattel Paper. In addition, the Security Interests do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by the Debtor as directed by the Creditor. For greater certainty, no Intellectual Property Right in any trade-mark, get-up or trade dress is presently assigned to the Creditor by sole virtue of the grant of the Security Interests contained in Section 2.

4. **Attachment; No Obligation to Advance**. The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral existing at the date of this Agreement and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral. The Security Interests shall have effect and be deemed to be effective whether or not the Secured Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution and delivery of this Agreement nor the provision of any financial accommodation by the Creditor shall oblige the Creditor to make any financial accommodation or further financial accommodation available to the Debtor or any other Person.

5. **Representations and Warranties**. The Debtor represents and warrants to the Creditor that, as of the date of this Agreement:

(a) Debtor Information. All of the information set out in Schedule A is accurate and complete.

(b) Amount of Accounts. The amount represented by the Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors with respect to its Accounts will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim. Except as disclosed in writing by the Debtor to the Creditor, neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Account of the Debtor or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract where such default is or could reasonably be expected to be materially adverse to the Debtor or the Creditor.

(c) No Consumer Goods. The Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.

(d) Intellectual Property Rights. All registrations and applications for registration pertaining to any Intellectual Property Rights, all other material Intellectual Property Rights, and the nature of the Debtor's right, title or interest therein, are described in Schedule A to this Agreement. Each Intellectual Property Right is valid, subsisting, unexpired, enforceable, and has not been abandoned.

6. **Survival of Representations and Warranties**. All representations and warranties made by the Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Creditor, and (c) shall survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Secured Liabilities until the Release Date.

7. **Covenants**. The Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. The Debtor shall from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests). The Debtor acknowledges that this Agreement has been prepared based on the existing laws in the Province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that the Debtor shall immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement, restatement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Liens similar to, and having the same effect as, the Security Interests.

(b) Limitations on Other Liens. The Debtor shall not create, incur or permit to exist, and shall defend the Collateral against, and shall take such other action as is necessary to remove, any and all Liens in and other claims affecting the Collateral, other than the Permitted Encumbrances, and the Debtor shall defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.

(c) Limitations on Dispositions of Collateral. Except as permitted by the Credit Agreement, the Debtor shall not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except that Inventory may be sold, leased or otherwise disposed of and, subject to the terms of this Agreement, Accounts may be collected, in either case in the ordinary course of the Debtor's

business. Following an Event of Default, all Proceeds of the Collateral (including all amounts received with respect to Accounts) received by or on behalf of the Debtor, whether or not arising in the ordinary course of the Debtor's business, shall be received by the Debtor as trustee for the Creditor and shall be immediately paid to the Creditor.

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

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

(f) Instruments; Documents of Title; Chattel Paper. Promptly upon request from time to time by the Creditor, the Debtor shall deliver to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Documents of Title and Chattel Paper included in or relating to the Collateral as the Creditor may specify in its request.

(g) Notices. The Debtor shall advise the Creditor promptly, in reasonable detail, of:

(i) any change in the location of the jurisdiction of incorporation or amalgamation, chief executive office or domicile of the Debtor;

(ii) any change in the name of the Debtor;

(iii) any merger, consolidation or amalgamation of the Debtor with any other Person;

(iv) any additional jurisdiction in which the Debtor carries on business or has tangible Personal Property;

(v) any additional jurisdiction in which material account debtors of the Debtor are located;

(vi) any acquisition of any material right, title or interest in real property by the Debtor;

(vii) any acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or

other governing body or registry, or which are material to the Debtor's business;

(viii) any acquisition of any material Instrument, Document of Title or Chattel Paper;

(ix) any creation or acquisition of any material Subsidiary of the Debtor;

(x) any Lien (other than Permitted Encumbrances) on, or claim asserted against, any of the Collateral;

(xi) the issuance of any order, prohibiting the transfer of any Pledged Securities or the institution of proceedings for such purpose, or if such Debtor has any reason to believe that any such proceedings are pending, contemplated or threatened; or

(xii) any occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral or on the Security Interests.

The Debtor shall not effect or permit any of the changes referred to in clauses (i) through (v) or (vii) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected first priority Security Interest with respect to all of the Collateral.

8. **Rights on Event of Default**. If an Event of Default has occurred and is continuing, then and in every such case the Security Interests shall become enforceable and the Creditor, in addition to any rights now or hereafter existing under Applicable Laws may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor by contract, at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Debtor shall, at the expense of the Debtor, immediately cause the Collateral designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor, acting reasonably.

(c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as

the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, with or without advertising or other formality, except as required by Applicable Laws, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by Applicable Laws on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Applicable Laws. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for any or all of the Secured Liabilities then due and payable to it as a credit against the purchase price.

(j) Collect Accounts. Notify (whether in its own name or in the name of the Debtor) the account debtors and other Persons obligated under any Accounts or on any other Collateral of the Debtor of the assignment of such Accounts to the Creditor and direct such account debtors and other Persons to make payment of all amounts due or to become due to the Debtor with respect to such Accounts or other Collateral directly to the Creditor and, upon such notification and at the expense of the Debtor, enforce collection of any such Accounts and other Collateral, and adjust, settle or compromise the amount or payment of such Accounts or other Collateral, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Dealing with Contracts and Governmental Authorizations. Deal with any and all Contracts and Governmental Authorizations to the same extent as the Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Creditor.

(l) Payment of Liabilities. Pay any liability secured by any Lien against any Collateral. The Debtor shall immediately on demand reimburse the Creditor for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities and shall be secured by the Security Interests.

(m) Borrow and Grant Liens. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor and grant Liens on any Collateral (in priority to the Security Interests or otherwise) as security for the money so borrowed. The Debtor shall immediately on demand reimburse the Creditor for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities and shall be secured by the Security Interests.

(n) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Debtor or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by Applicable Laws, any Receiver appointed by the Creditor shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Debtor and not of the Creditor.

(o) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of the Debtor or of any or all of the Collateral.

(p) Consultants. Require the Debtor to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Debtor and its agents and employees, including unrestricted access to the premises of the Debtor and the Books and Records; all reasonable fees and expenses of such consultant shall be for the account of the Debtor and the Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Laws) to or on the Debtor or any other Person, and the Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Laws. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be

exercised independently or in combination from time to time. The Debtor acknowledges and agrees that any action taken by the Creditor hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

9. **Realization Standards**. To the extent that Applicable Laws imposes duties on the Creditor to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Creditor to dispose of the Collateral in any such manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Creditor to (or not to) (a) incur expenses reasonably deemed significant by the Creditor to prepare the Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral to be disposed of, (c) fail to exercise collection remedies against account debtors or other Persons obligated on the Collateral or to remove Liens against the Collateral, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral by way of public auction, public tender or private contract, with or without advertising and without any other formality, (f) contact other Persons, whether or not in the same business of the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Creditor against risks of loss, collection or disposition of the Collateral or to provide to the Creditor a guaranteed return from the collection or disposition of the Collateral, (l) to the extent deemed appropriate by the Creditor, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Creditor in the collection or disposition of any of the Collateral, (m) dispose of Collateral in whole or in part, (n) dispose of Collateral to a customer of the Creditor, and (o) establish an upset or reserve bid price with respect to Collateral.

10. **Grant of Licence**. For the purpose of enabling the Creditor to exercise its rights and remedies under this Agreement when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, the Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to the Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trade-marks, get-up and trade dress and other business indicia, such licence includes an obligation on the part of the Creditor to maintain the standards of quality maintained by the Debtor or, in the case of trade-marks, get-up and trade dress or other business indicia licensed to the Debtor, the standards of quality imposed upon the Debtor by the relevant licence. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

11. **Application of Proceeds**. Except as otherwise required by Applicable Laws, all Proceeds of Collateral received by the Creditor or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Creditor's rights under this Agreement), Liens on the Collateral in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Collateral ranking in priority to any of the Security Interests, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Secured Liabilities or be applied to such of the Secured Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter shall be accounted for as required by Applicable Laws.

12. **Continuing Liability of Debtor**. The Debtor shall remain liable for any Secured Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.

13. **Creditor's Appointment as Attorney-in-Fact**. Effective upon the occurrence and during the continuance of an Event of Default, the Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney-in-fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until the Release Date. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate. The Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Creditor or any of the Creditor's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Creditor pursuant to this Section.

14. **Performance by Creditor of Debtor's Obligations**. If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance shall be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities and shall be secured by the Security Interests.

15. **Interest**. If any amount payable by the Debtor to the Creditor under this Agreement is not paid when due, the Debtor shall pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times to the Prime Rate plus 2%, which annual rate shall change automatically without notice to the Debtor as and when

the Prime Rate changes. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Banking Day of each month, shall form part of the Secured Liabilities and shall be secured by the Security Interests.

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

17. **Rights of Creditor; Limitations on Creditor's Obligations**.

(a) Limitations on Creditor's Liability. The Creditor shall not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Creditor, a Receiver nor any agent of the Creditor (including, in Alberta or British Columbia, any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor, any Receiver nor any agent of the Creditor shall be liable for any, and the Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor, any Receiver or any agent of the Creditor) caused for any reason other than the gross negligence or wilful misconduct of the Creditor, such Receiver or such agent of the Creditor.

(b) Debtor Remains Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, the Debtor shall remain liable under each of the documents giving rise to the Accounts of the Debtor and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor shall have no obligation or liability under any Account of the Debtor (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor shall not be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Account (or any document giving rise thereto) or under or pursuant to any Contract to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) Collections on Accounts and Contracts. The Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect its Accounts and payments under the Contracts in the normal course of the business of the Debtor and for the purpose of carrying on the same. If an Event of Default has occurred and is continuing, any payments of Accounts or under Contracts, when collected by the Debtor, shall be forthwith (and, in any event, within two Banking Days) deposited by the Debtor in the exact form received, duly endorsed by the Debtor to the Creditor if required, in a special collateral account maintained by the Creditor, and until so deposited, shall be held by the Debtor in trust for the Creditor, segregated from the other funds of the Debtor. All such amounts while held by the Creditor (or by the Debtor in trust for the Creditor) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit in such special collateral account on account of the Secured Liabilities in such order as the Creditor may elect. At the Creditor's request, the Debtor shall deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to its Accounts and the Contracts, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. At any time and from time to time, the Creditor shall have the right to analyze and verify the Accounts of the Debtor in any manner and through any medium that it reasonably considers advisable, and the Debtor shall furnish all such assistance and information as the Creditor may require in connection therewith. At any time and from time to time, the Creditor may in its own name or in the name of others (including the Debtor) communicate with account debtors on the Accounts of the Debtor and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the Debtor, the Debtor shall furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, its Accounts.

(e) Use of Agents. The Creditor may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

18. **Dealings by Creditor**. The Creditor shall not be obliged to exhaust its recourse against the Debtor or any other Person or against any other security it may hold with respect to the Secured Liabilities or any part thereof before realizing upon or otherwise dealing with the Collateral in such manner as the Creditor may consider desirable. The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Creditor may see fit, all without prejudice to the Secured Liabilities or to the rights and remedies of the Creditor under this Agreement. The powers conferred on the Creditor under this Agreement are solely to

protect the interests of the Creditor in the Collateral and shall not impose any duty upon the Creditor to exercise any such powers.

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

20. **Release of Information**. The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor (i) to the extent necessary to enforce the Creditor's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of the Secured Liabilities, and (iii) as required by Applicable Laws.

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

22. **Release of Debtor**. Upon the written request of the Debtor given at any time on or after the Release Date, the Creditor shall, at the expense of the Debtor, release the Debtor and the Collateral from the Security Interests and such release shall serve to terminate any licence granted in this Agreement. Upon such release, and at the request and expense of the Debtor, the Creditor shall execute and deliver to the Debtor such releases and discharges as the Debtor may reasonably request.

23. **Additional Security**. This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by the Debtor or any other Person to the Creditor, all of which other security shall remain in full force and effect.

24. **Alteration or Waiver**. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of the Debtor to pay the Secured Liabilities, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

25. **Amalgamation**. If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

26. **Governing Law; Attornment**. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

27. **Interpretation**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Encumbrance is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Encumbrance. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

28. **Paramountcy**. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Debtor is

expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Debtor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

29. **Successors and Assigns**. This Agreement shall enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of its rights and obligations hereunder to any Person. If the Debtor or the Creditor is an individual, then the term "Debtor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

30. **Acknowledgment of Receipt/Waiver; Authorization to File Financing Statements**. The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Laws, waives the right to receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued with respect to any such financing statement or financing change statement. The Debtor authorizes the Creditor to file initial financing statements, and amendments and continuations of financing statements, covering the Collateral and any property that becomes collateral as identifiable proceeds of the Collateral, including financing statements describing the Collateral or any other collateral securing the Secured Liabilities as "all personal property of Debtor" or "all assets of Debtor" or words of similar effect. The Debtor hereby ratifies its authorization for the Creditor to file any initial financing statements or amendments thereto relating to the Collateral if filed prior to the date of this Agreement.

31. **Electronic Signature**. Delivery of an executed signature page to this Agreement by the Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by the Debtor of a manually executed copy of this Agreement by the Debtor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

SLP OPERATIONS LTD.

By: _____

Name: J.T. Mark

Title: Director

SCHEDULE A

DEBTOR INFORMATION

Full legal name: SLP Operations Ltd.

Prior names: N/A

Predecessor companies: N/A

Jurisdiction of incorporation or organization: British Columbia

Address of chief executive office: 2176 Government Street, Penticton, BC, V2A 8B5

Addresses of all places where business is carried on or tangible Personal Property is kept:

a. 402 Warren Ave E, Penticton, BC;

b. Unit 104 & 105B, 310 Co-op Ave, Oliver, BC; and

c. 1675 Maple Street, Okanagan Falls, BC.

Jurisdictions in which all material account debtors are located: British Columbia

Addresses of all owned real property: N/A

Addresses of all leased real property:

a. 402 Warren Ave E, Penticton, BC;

b. Unit 104 & 105B, 310 Co-op Ave, Oliver, BC; and

c. 1675 Maple Street, Okanagan Falls, BC.

Description of all "serial number" goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):

"Serial numbered" Goods	Leased
2016 Toyota Tacoma 4x4 Doublecab Truck	Yes
2017 Toyota Rav4 AWD	Yes
2016 Toyota Tacoma 4x4 Doublecab Truck	Yes
2017 Toyota Tundra Truck	Yes
2015 Ford F150 Supercrew 4WD Truck	Yes
2018 Ford F150 Supercrew 4WD Lariat Truck	Yes
1999 Yale Forklift	No
2011 Combilift	No
Southland Flatdeck	No
2003 Caterpilar Forklift	No
2012 Chevrolet Tahoe 4DRSW	No

Description of all material Governmental Authorizations: N/A

Subsidiaries of the Debtor: N/A

Instruments, Documents of Title and Chattel Paper of the Debtor: N/A

Pledged Certificated Securities: N/A

Registered trade-marks and applications for trademark registrations:

Country	*Trade-mark*	*Application No.*	*Application Date*	*Registration No.*	*Registration Date*	*Licensed to or by Debtor*
Canada	CROSSLAM			TMA861246		No
United States	CROSSLAM			4620599		No

Patents and patent applications:

Country	*Title*	*Patent No.*	*Application Date*	*Date of Grant*	*Licensed to or by Debtor*
United States	ACESS MAT	US 9303366 B2			No
Canada	GLULAM COLUMN (Structurlam has applied for this patent)	n/a			No
United States	GLULAM COLUMN (Structurlam is waiting to apply for this patent)	n/a			No

Copyright registrations and applications for copyright registrations:

Country	*Work*	*Application No.*	*Application Date*	*Registration No.*	*Licensed to or by Debtor*
Nil					[Y/N]

Industrial designs/registered designs and applications for registered designs:

Country	*Design*	*Application No.*	*Application Date*	*Registration No.*	*Issue Date*	*Licensed to or by Debtor*
Nil						[Y/N]

Intellectual Property Licenses:

- CadWorks, a 3D-CAD/CAM solution for all fields of timber construction;
- CATiA, a 3D modelling software;
- Explorer Pivot, an accounting and job costing system tailored for construction companies;
- Epicor ERP 10.1.400.34, an industry specific, fully integrated ERP system;
- MS Office 365 (Excel, Word, PowerPoint, Outlook);
- Bluebeam Revu, a PDF-based workflow and collaboration solution; and
- Adobe, a family of application software and web services developed by Adobe Systems to view, create, manipulate, print and manage files in PDF.

This is Exhibit " V " referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

SECURITY AGREEMENT

This Security Agreement is made as of December 27, 2019.

TO:	**Bank of Montreal**
Address:	595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver BC V7X 1L7
Attention:	Alex Melnikov, Director, BMO Sponsor Finance
Facsimile:	(604) 687-3666
Email:	alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation and Structurlam Mass Timber U.S., Inc. are, or may become, indebted or liable to Bank of Montreal (the "**Creditor**") pursuant to the terms of an amended and restated credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") or otherwise.

B. To secure the payment and performance of its Secured Liabilities, each Debtor (as defined below) has agreed to grant to the Creditor the Liens with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** In this Agreement, capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement and, unless otherwise defined in this Agreement, the singular and plural forms of the following terms have the following meanings:

"**Account**", "**account debtor**", "**authenticate**", "**bank**", "**Chattel Paper**", "**Commercial Tort Claim**", "**Commodity Account**", "**Commodity Contract**", "**Commodity Intermediary**", "**Consumer Goods**", "**Deposit Account**", "**Document**", "**Equipment**", "**electronic chattel paper**", "**Fixtures**", "**General Intangible**", "**Goods**", "**health-care-insurance receivable**", "**Instrument**", "**Inventory**", "**Investment Property**", "**Letter-of-Credit Right**", "**Money**", "**payment intangible**", "**Proceeds**", "**promissory note**", "**Securities Account**", "**Securities Intermediary**", "**software**", "**State**", "**Supporting Obligation**", "**tangible chattel paper**" and "**writing**" have the respective meanings assigned to those terms (whether in initial upper or lower case letters) in the UCC; provided that any such term will have the meaning assigned to such term in Article 9 (or the equivalent) of the UCC if such term also is defined differently in another Article of the UCC.

"**Agreement**" means this Security Agreement, including the Exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Books and Records**" means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor's behalf) has access.

"**Collateral**" means, with respect to any Debtor, all of the present and future:

(a) undertaking;

(b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Creditor in connection with this Agreement); and

(c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Creditor in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located.

"**Contracts**" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtors**" means the Persons delivering a signature page to this Agreement and any other Person which hereafter delivers a Supplement, and "**Debtor**" means any one of them.

"**Deposit Account Control Agreement**" has the meaning set out in Section 7(p).

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Intellectual Property Rights**" means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including copyrights, patents, inventions (whether or not patented), trade-marks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders' rights, know how and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights, and, to the extent not otherwise included in the property described in the preceding provisions of this definition, all of such Debtor's right, title and interest in and to: all patents, patent applications and statutory invention registrations; all United States, international and foreign trademarks (including, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not; all United States, international and foreign copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, and any renewals or extensions thereof, and all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights; and all confidential and proprietary information, including know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information.

"**Liens**" means, with respect to any Debtor, the Security Interests created by such Debtor in favour of the Creditor under this Agreement.

"**Permits**" means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

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

"**Personal Property**" means all Accounts (including health-care-insurance receivables), Chattel Paper (including tangible chattel paper and electronic chattel paper), Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles (including payment intangibles, software and things in action), Goods, Instruments (including promissory notes), Inventory, Investment Property, Letter-of-Credit Rights, Money, Supporting Obligations, the Commercial Tort Claims described in Schedule A as such Schedule may be amended or supplemented from time to time, all Commercial Tort Claims as to which any Debtor complies with the requirements of Section 7(n), and all other personal property to the extent not included in the property described in this definition.

"**Receiver**" means a receiver, a manager or a receiver and manager.

"**Release Date**" means the date on which all the Secured Liabilities of each Debtor have been indefeasibly paid and discharged in full (other than contingent indemnification obligations for which no claims have been asserted) and the Creditor has no further obligations under the Credit Agreement or the other Documents (as defined in the Credit Agreement) pursuant to which further Secured Liabilities of any Debtor might arise.

"Schedules" means the schedules to this Agreement.

"**Secured Liabilities**" means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Creditor under, in connection with or with respect to the Documents, including but not limited to the Obligations, all Financial Instrument Obligations owing to the Creditor or its Hedging Affiliates and all obligations, liabilities and indebtedness of the Debtor or any Guarantor (as defined in the Credit Agreement) to the Creditor and its Affiliates under the Other Secured Agreements, and any unpaid balance thereof.

"**Supplement**" has the meaning given to that term in Section 30.

"**UCC**" means the Uniform Commercial Code in effect in the State of Arkansas on the date of this Agreement, as the same may be amended from time to time.

"**United States**" means the United States of America.

2. **Grant of Liens.** As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and assigns (by way of security) to the Creditor, and grants to the Creditor a Security Interest in, the Collateral of such Debtor.

3. **Limitations on Grant of Liens.** If the grant of the Liens with respect to any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such

Contract (including, without limitation, any Contracts related to fixed assets, including with respect to purchase money security indebtedness and capital leases), Intellectual Property Right or Permit, or is otherwise prohibited or ineffective (whether by the terms thereof or under Applicable Law), then any proceeds relating to such Contract, Intellectual Property Right or Permit shall not be subject to the Liens but shall be held in trust by the applicable Debtor for the benefit of the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default shall be assigned by such Debtor as directed by the Creditor; provided that: (a) the Liens of such Debtor shall attach to such Contract, Intellectual Property Right or Permit, or applicable portion thereof, immediately at such time as the condition causing such termination or breach is remedied, and (b) if a term in a Contract that prohibits or restricts the grant of the Liens in any of the Collateral is unenforceable against the Creditor under Applicable Law, then the exclusion from the Liens set out above shall not apply to such Collateral. In addition, the Liens: (i) do not attach to, and the term "Collateral" does not include, (A) Consumer Goods or (B) leasehold interests in real property or (C) any United States intent-to-use trademark application to the extent that, and only during the period in which, the grant of a security interest in such intent-to-use trademark application would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark application; or (ii) extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Debtor as directed by the Creditor.

4. **Attachment; No Obligation to Advance.** Each Debtor confirms that value has been given by the Creditor to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Creditor have not agreed to postpone the time for attachment of the Liens to any of the Collateral of such Debtor. The Liens with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any financial accommodation by the Creditor shall oblige the Creditor to make any financial accommodation or further financial accommodation available to any Debtor or any other Person.

5. **Representations and Warranties.** Each Debtor represents and warrants to the Creditor that, as of the date of this Agreement or the date of any Supplement, as applicable:

(a) Debtor Information. All of the information set out in the Schedules and Supplements, as applicable, with respect to such Debtor is accurate and complete.

(b) Title; No Other Security Interests. Except for Permitted Encumbrances, such Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral of such Debtor, holds a valid leasehold or licensed interest in) its Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral of such Debtor is on file or on record in any public office, except for filings with respect to Permitted Encumbrances.

(c) Amount of Accounts. The amount represented by such Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors with respect to the Accounts of such Debtor will at such time be the correct amount so owing by such account debtor or account debtors and, unless disclosed in writing by such Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim. Except as disclosed in writing by such Debtor to the Creditor, neither such Debtor nor (to the best of such Debtor's knowledge) any other party to any Account of such Debtor or any Contract of such Debtor is in default or is likely to become in default in the performance or observance

of any of the terms of such Account or Contract where such default is or could reasonably be expected to be materially adverse to such Debtor or any of the Creditor.

(d) Authority. Such Debtor has full power and authority to grant to the Creditor the Liens granted by such Debtor, subject to Permitted Liens.

(e) Consents. Except for any consent that has been obtained and is in full force and effect, no material consent of any Person (including any counterparty with respect to any Contract, any account debtor with respect to any Account, Chattel Paper or General Intangible, or any Governmental Authority with respect to any Permit) is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement (this representation being given without reference to the exclusions contained in Section 3).

(f) No Consumer Goods. Such Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Debtor.

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

(h) Deposit Accounts. Schedule A (as such schedule may be amended or supplemented from time to time) sets forth under the appropriate headings all of such Debtor's Deposit Accounts.

6. **Survival of Representations and Warranties.** All representations and warranties made by each Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Creditor, and (c) shall survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Secured Liabilities until the Release Date.

7. **Covenants.** Each Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. Such Debtor shall from time to time, at the expense of such Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Liens). Such Debtor agrees that the

Creditor shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that such Debtor shall immediately on request by the Creditor authorize, execute and deliver any amendment, supplement, restatement or replacement (i) to reflect any changes in Applicable Laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation, perfection and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Debtor merges, consolidates or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Liens.

(b) Maintenance of Records. Such Debtor shall keep and maintain accurate and complete records of the Collateral of such Debtor, including a record of all payments received and all credits granted with respect to the Accounts and Contracts of such Debtor. At the written request of the Creditor, such Debtor shall mark any Collateral of such Debtor specified by the Creditor to evidence the existence of the Liens.

(c) Right of Inspection. Subject to the provisions of the Credit Agreement, the Creditor may, at all times during normal business hours, without charge, examine and make copies of all Books and Records, and may discuss the affairs, finances and accounts of such Debtor with its officers and accountants. The Creditor may also, without charge, enter the premises of such Debtor where any of the Collateral of such Debtor is located for the purpose of inspecting such Collateral, observing its use or otherwise protecting its interests in such Collateral. Such Debtor, at its expense, shall provide the Creditor with such clerical and other assistance as may be reasonably requested by the Creditor to exercise any of its rights under this paragraph.

(d) Limitations on Other Security Interests. Such Debtor shall not create, incur or permit to exist, and shall defend the Collateral of such Debtor against, and shall take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral of such Debtor, other than the Permitted Encumbrances, and such Debtor shall defend the right, title and interest of the Creditor in and to the Collateral of such Debtor against the claims and demands of all Persons.

(e) Limitations on Dispositions of Collateral. Subject to the rights provided under the Credit Agreement, such Debtor shall not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of its Collateral, except that Inventory of such Debtor may be sold, leased or otherwise disposed of and, subject to the terms of this Agreement, Accounts of such Debtor may be collected, in either case in the ordinary course of such Debtor's business. Following the occurrence and continuation of an Event of Default, all Proceeds of the Collateral of such Debtor (including all amounts received with respect to Accounts) received by or on behalf of such Debtor, whether or not arising in the ordinary course of such Debtor's business, shall be received in trust by such Debtor as trustee for the Creditor, shall be segregated from other funds and property of such Debtor and shall be immediately paid to the Creditor in the same form as so received (with any necessary indorsements).

(f) Limitations on Modifications, Waivers, Extensions. Other than as not prohibited by paragraph (g) below or as permitted under the Credit Agreement, such Debtor shall not (i) amend, modify, terminate, permit to expire or waive any provision of any of such Debtor's Permits, Contracts or any documents giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to such Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each of such

Debtor's Contracts and documents giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to such Debtor or the Creditor.

(g) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of such Debtor consistent with previous practices or as permitted under the Credit Agreement, such Debtor shall not (i) grant any extension of the time for payment of any Account of such Debtor, (ii) compromise, compound or settle any Account of such Debtor for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account of such Debtor, or (iv) allow any credit or discount of any Account of such Debtor.

(h) Maintenance of Intellectual Property. Such Debtor shall maintain in good standing all registrations and applications with respect to the Intellectual Property Rights of such Debtor except to the extent that any failure to do so could not reasonably be expected to be materially adverse to such Debtor or any of the Creditor.

(i) Further Identification of Collateral. Such Debtor shall promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral of such Debtor, and such other reports in connection with the Collateral of such Debtor, as the Creditor may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by such Debtor and classified as Equipment, including vehicle identification numbers.

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

(k) Instruments; Documents; Chattel Paper. Promptly upon request from time to time by the Creditor, such Debtor shall deliver to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Documents and Chattel Paper of such Debtor included in or relating to the Collateral of such Debtor as the Creditor may specify in its request.

(l) Commodity Contracts. Such Debtor shall deliver to the Creditor any and all such documents, agreements, certificates and other materials as may be required from time to time to provide the Creditor with, and otherwise shall cooperate with the Creditor in obtaining, control with respect to all Commodity Contracts, other Investment Property, Deposit Accounts, electronic chattel paper, electronic documents and Letter-of-Credit Rights of such Debtor in the manner provided under the UCC.

(m) Notices. Such Debtor shall advise the Creditor promptly, in reasonable detail, of any:

(i) change in the jurisdiction as determined under the UCC of any bank, issuer, nominated person, Securities Intermediary or Commodity Intermediary in respect of any Deposit Accounts, Letter-of-Credit Rights or Investment Property of such Debtor;

(ii) change in the location of the jurisdiction of incorporation, chief executive office or domicile of such Debtor;

(iii) change in the name of such Debtor;

(iv) merger, consolidation or amalgamation of such Debtor with any other Person;

(v) additional jurisdiction in which such Debtor carries on business or has tangible Personal Property;

(vi) additional jurisdiction in which material account debtors of such Debtor are located;

(vii) acquisition of any right, title or interest in real property by such Debtor;

(viii) acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, or which are material to such Debtor's business;

(ix) Deposit Accounts, Securities Accounts and Commodity Accounts established by such Debtor;

(x) acquisition of any Instrument, Document or Chattel Paper;

(xi) creation or acquisition of any Subsidiary of such Debtor;

(xii) Security Interest (other than Permitted Encumbrances) on, or claim asserted against, any of the Collateral of such Debtor; or

(xiii) occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral of such Debtor or on the Liens.

Such Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (ix) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected first priority Lien with respect to all of the Collateral of such Debtor, subject to Permitted Encumbrances.

(n) Intellectual Property Rights. If the Creditor requests, such Debtor shall execute or otherwise authenticate an agreement, in form and substance reasonably satisfactory to and requested by the Creditor, for filing or recording the Liens in the Intellectual Property Rights of such Debtor with the U.S. Patent and Trademark Office, the U.S. Copyright Office, any similar office in Canada or any other foreign office necessary to perfect the Liens in such Intellectual Property Rights, to the extent perfection may be achieved by making such filing or recording.

(o) Commercial Tort Claims. If such Debtor acquires a Commercial Tort Claim, such Debtor promptly shall notify the Creditor of the general details of such Commercial Tort Claim and shall grant to the Creditor a security interest in such Commercial Tort Claim and in the proceeds of such Commercial Tort Claim, all in form and substance reasonably satisfactory to the Creditor.

(p) Deposit Account Control Agreements. Without limiting the generality of Section 7(l), commencing on the date that is sixty days following the date of this Agreement (or such later date as the Creditor may reasonably agree in writing), such Debtor shall maintain Deposit Accounts only with a bank that has agreed, in an authenticated record (a "**Deposit Account Control Agreement**") among such bank, such Debtor and the Creditor and in form and substance reasonably satisfactory to the Creditor, that such bank shall comply with instructions originated by the Creditor directing the disposition of funds in such Deposit Accounts without the further consent by such Debtor, which Deposit Account Control Agreement shall provide, among other things, that the Creditor may exercise exclusive control with respect to any Deposit Accounts that are subject to such Deposit Account Control Agreement if any Event of Default has occurred and is continuing.

8. **Rights on Event of Default.** If an Event of Default has occurred and is continuing, then and in every such case the Liens of each Debtor shall become enforceable and the Creditor, in addition to any rights now or hereafter existing under Applicable Law may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under UCC, etc. Exercise against any or all Debtors all of the rights and remedies granted to secured parties under the UCC and any other applicable statute, or otherwise available to the Creditor by contract, at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral of any or all Debtors, in which event each such Debtor shall, at the expense of such Debtor, immediately cause the Collateral of such Debtor designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor, acting reasonably.

(c) Take Possession. Enter on any premises where any Collateral of any or all Debtors is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of any or all Debtors for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral of any or all Debtors.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of any or all Debtors and enter on, occupy and use (without charge by such Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, any or all Debtors.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral of any or all Debtors in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral of any or all Debtors and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of any or all Debtors (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, with or without advertising or other formality, except as required by Applicable Law, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of any or all Debtors.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by Applicable Law on any private sale, bid for and purchase any or all of the Collateral of any or all Debtors offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to any Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Applicable Law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral of any Debtor so purchased, use any claim for any or all of the Secured Liabilities of such Debtor then due and payable as a credit against the purchase price.

(j) Collect Accounts and Other Collateral. Notify (whether in its own name or in the name of any Debtor) the account debtors and other Persons obligated under any Accounts or on any other Collateral of any or all Debtors of the Liens or the assignment of such Accounts or other Collateral to the Creditor and direct such account debtors and other Persons to make payment of all amounts due or to become due to any or all Debtors with respect to such Accounts or other Collateral directly to the Creditor and, upon such notification and at the expense of any such Debtor, enforce collection of any such Accounts and other Collateral, and adjust, settle or compromise the amount or payment of such Accounts or other Collateral, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Dealing with Contracts and Permits. Deal with any and all Contracts and Permits of any or all Debtors to the same extent as any such Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Creditor.

(l) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral of any or all Debtors. Each such Debtor shall immediately on demand reimburse the Creditor for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

(m) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral of any or all Debtors or for carrying on any of the business or undertaking of any or all Debtors and grant Security Interests on any Collateral of any or all Debtors (in priority to the Liens of any or all Debtors or otherwise) as security for the money so borrowed. Each such Debtor shall immediately on demand reimburse the Creditor for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

(n) Appoint Receiver. Appoint by instrument in writing one or more Receivers of any or all Debtors or any or all of the Collateral of any or all Debtors with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by Applicable Law, any Receiver appointed by the Creditor shall (for purposes

relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Debtor and not of the Creditor.

(o) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of any or all Debtors or of any or all of the Collateral of any or all Debtors.

(p) Consultants. Require any or all Debtors to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of each such Debtor and its agents and employees, including unrestricted access to the premises of each such Debtor and the Books and Records of each such Debtor; all reasonable fees and expenses of such consultant shall be for the account of each such Debtor and each such Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor and such Debtor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Law) to or on any Debtor or any other Person, and each Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Law. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Each Debtor acknowledges and agrees that any action taken by the Creditor hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

9. **Realization Standards.** To the extent that Applicable Law imposes duties on the Creditor to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Creditor to dispose of the Collateral in any such manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Creditor to (or not to) (a) incur expenses reasonably deemed significant by the Creditor to prepare the Collateral of such Debtor for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral of such Debtor to be disposed of, (c) fail to exercise collection remedies against account debtors or other Persons obligated on the Collateral of such Debtor or to remove Security Interests against the Collateral of such Debtor, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral of such Debtor directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral of such Debtor by way of public auction, public tender or private contract, with or without advertising and without any other formality, (f) contact other Persons, whether or not in the same business of such Debtor, for expressions of interest in acquiring all or any portion of the Collateral of such Debtor, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral of such Debtor, whether or not such Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral of such Debtor by utilizing internet sites that provide for the auction of assets of the types included in such Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Creditor against risks of loss, collection or disposition of the Collateral of such Debtor or to provide to the Creditor a guaranteed return from the collection or disposition of such Collateral, (l) to the extent deemed appropriate by the Creditor, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Creditor in the collection or disposition of any of the Collateral of such Debtor, (m) dispose of Collateral of such Debtor in whole or in part, (n) dispose of

Collateral of such Debtor to a customer of the Creditor, and (o) establish an upset or reserve bid price with respect to Collateral of such Debtor.

10. **Grant of Licence.** For the purpose of enabling the Creditor to exercise its rights and remedies under this Agreement when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, each Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to such Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights of such Debtor, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trademarks, get up and trade dress and other business indicia, such licence includes an obligation on the part of the Creditor to maintain the standards of quality maintained by such Debtor or, in the case of trademarks, get-up and trade dress or other business indicia licensed to such Debtor, the standards of quality imposed upon such Debtor by the relevant licence. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

11. **Application of Proceeds.** Except as otherwise required by Applicable Law, all Proceeds of Collateral of any Debtor received by the Creditor shall be applied by the Creditor to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of such of the Secured Liabilities of the applicable Debtor (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter shall be accounted for as required by Applicable Law.

12. **Continuing Liability of Debtor.** Each Debtor shall remain liable for any Secured Liabilities of such Debtor that are outstanding following realization of all or any part of the Collateral of such Debtor and the application of the Proceeds thereof.

13. **Creditor's Appointment as Attorney-in-Fact.** Each Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as such Debtor's true and lawful attorney-in-fact with full power and authority in the place of such Debtor and in the name of such Debtor or in its own name, from time to time in the Creditor's discretion upon the occurrence and during the continuance of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until the Release Date. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate. Each Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Creditor or any of the Creditor's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Creditor pursuant to this Section.

14. **Performance by Creditor of Debtor's Obligations.** If any Debtor fails to perform or comply with any of the obligations of such Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance shall be payable by such Debtor to the Creditor immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

15. **Interest.** If any amount payable by any Debtor to the Creditor under this Agreement is not paid when due, such Debtor shall pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at an annual rate equal at all times to the applicable rate specified in Section 4.7(1)

of the Credit Agreement. All amounts payable by such Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Banking Day of each month, shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

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

17. **Rights of Creditor; Limitations on Creditor's Obligations.**

(a) Limitations on Liability of Creditor. The Creditor shall not be liable to any Debtor or any other Person for any failure or delay in exercising any of the rights of such Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral of such Debtor, or to take necessary steps to preserve rights against prior parties with respect to any Chattel Paper, any Instrument or any other Collateral). Neither the Creditor, a Receiver, nor any agent thereof (including any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Debtor in its possession. Neither the Creditor, any Receiver, nor any agent thereof shall be liable for any, and each Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral of such Debtor (including any Collateral of such Debtor in the possession of the Creditor, any Receiver, or any agent thereof) caused for any reason other than the gross negligence or wilful misconduct of the Creditor, such Receiver or such agent thereof.

(b) Debtors Remain Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, each Debtor shall remain liable under each of the documents giving rise to the Accounts of such Debtor and under each of the Contracts of such Debtor to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor shall not have any obligation or liability under any Account of any Debtor (or any document giving rise thereto) or Contract of any Debtor by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor shall not be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account of such Debtor (or any document giving rise thereto) or under or pursuant to any Contract of such Debtor, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account of such Debtor (or any document giving rise thereto) or under any Contract of such Debtor, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) Collections on Accounts and Contracts. Each Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect the Accounts of such Debtor and payments under the Contracts of such Debtor in the normal course of the business of such Debtor and for the purpose of carrying on the same. If an Event of Default has occurred and is continuing, any payments of Accounts of such Debtor or under Contracts of such Debtor, when collected by such Debtor, shall be forthwith (and, in any event, within two Banking Days) deposited by such Debtor in the exact form received, duly endorsed by such Debtor to the Creditor if required, in a special collateral account maintained by the

Creditor, and until so deposited, will be held by such Debtor in trust for the Creditor, segregated from the other funds of such Debtor. All such amounts while held by the Creditor (or by such Debtor in trust for the Creditor) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit with respect to such Debtor in said special collateral account on account of the Secured Liabilities of such Debtor in such order as the Creditor may elect. At the Creditor's request, such Debtor shall deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and the Contracts of such Debtor, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. At any time and from time to time, the Creditor shall have the right to analyze and verify the Accounts of any Debtor in any manner and through any medium that it reasonably considers advisable, and each Debtor shall furnish all such assistance and information as the Creditor may require in connection therewith. At any time and from time to time, the Creditor may in its own name or in the name of others (including any Debtor) communicate with account debtors on the Accounts of any Debtor and parties to the Contracts of any Debtor to verify with them to the Creditor's satisfaction the existence, status, amount and terms of any Account or any Contract of any Debtor. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the applicable Debtor, such Debtor shall furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts of such Debtor.

(e) Use of Agents. The Creditor may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

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

19. **Communication.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission, e-mail or other similar means of electronic communication, in each case to the address, facsimile number or e-mail address of the Debtors or Creditor set out in this Agreement. Any communication so given shall be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Banking Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication shall be deemed to have been given and to have been received on the following Banking Day. Any communication sent by mail shall be deemed to have been given and

to have been received on the fifth Banking Day following mailing, provided that no disruption of postal service is in effect. The Debtors and the Creditor may from time to time change their respective addresses, facsimile numbers or e-mail addresses for notice by giving notice to the other in accordance with the provisions of this Section. The address, facsimile number and e-mail address of all Debtors are set out below or in a Supplement hereto, as applicable:

STRUCTURLAM MASS TIMBER U.S., INC.

Address:	c/o SLP Operations Ltd.
	2176 Government Street
	Penticton, BC
	Canada V2A 8B5
Attention:	Hardy Wentzel
Facsimile:	(250) 492-8906
E-mail:	hwentzel@structurlam.com

20. **Release of Information.** Subject to Section 14.7 of the Credit Agreement, each Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor (i) to the extent necessary to enforce the Creditor's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of its Secured Liabilities, and (iii) as required by Applicable Law.

21. **Expenses; Indemnity; Waiver.**

(a) Each Debtor shall pay (i) all reasonable out-of-pocket expenses incurred by the Creditor, including the reasonable fees, charges and disbursements of counsel for the Creditor and all applicable taxes, in connection with the preparation and administration of this Agreement, (ii) all reasonable out-of-pocket expenses incurred by the Creditor, including the fees, charges and disbursements of counsel for the Creditor and applicable taxes, in connection with any amendments, modifications or waivers of the provisions hereof, and (iii) all out-of-pocket expenses incurred by the Creditor, including the reasonable fees, charges and disbursements of any counsel for the Creditor and all applicable taxes, in connection with the assessment, enforcement or protection of their rights in connection with this Agreement, including their rights under this Section, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations with respect to the Secured Liabilities of such Debtor.

(b) Each Debtor shall indemnify the Creditor against, and hold the Creditor harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all reasonable out-of-pocket expenses arising out of or in connection with (i) the execution or delivery of this Agreement and the performance by such Debtor of its obligations hereunder, (ii) any actual or prospective claim, litigation, investigation or proceeding relating to this Agreement or the Secured Liabilities of such Debtor, whether based on contract, tort or any other theory and regardless of whether the Creditor is a party thereto, (iii) any other aspect of this Agreement, or (iv) the enforcement of the Creditor's rights hereunder and any related investigation, defence, preparation of

defence, litigation and enquiries; provided that such indemnity shall not, as to the Creditor, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or wilful misconduct of or material breach of this Agreement by such Creditor.

(c) No Debtor shall assert, and each Debtor hereby waives (to the fullest extent permitted by Applicable Law), (i) any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute.

(d) All amounts due under this Section shall be payable not later than three Banking Days after written demand therefor.

(e) The indemnifications set out in this Section shall survive the Release Date and the release or extinguishment of the Liens.

22. **Release of Debtor.** Upon the written request of any Debtor given at any time on or after the Release Date, the Creditor shall, at the expense of such Debtor, release such Debtor and the Collateral of such Debtor from the Liens and such release shall serve to terminate any licence granted in this Agreement. Upon such release, and at the request and expense of such Debtor, the Creditor shall execute and deliver to such Debtor such releases and discharges as such Debtor may reasonably request.

23. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by any Debtor or any other Person to the Creditor, all of which other security shall remain in full force and effect.

24. **Alteration or Waiver.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a writing executed by the Creditor. The Creditor shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

25. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates, merges or consolidates with any other corporation or corporations, then (i) the Collateral and the Liens of such Debtor shall extend to and include all the property and assets of the surviving corporation and to any property or assets of the surviving corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the surviving

corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the surviving corporation.

26. **Governing Law; Attornment; etc.** With respect to each Debtor, this Agreement shall be governed by and construed in accordance with the Laws of the State of Arkansas. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the State of Arkansas, or any federal court in such state, and any appellate court from any of such courts, in any action or proceeding arising from or by reason of, or otherwise relating to, this Agreement. To the extent permitted by Applicable Law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in such courts. EACH DEBTOR AND THE CREDITOR (AND, BY ACCEPTING THE BENEFITS HEREOF, THE CREDITOR) HEREBY KNOWINGLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

28. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of any or all Debtors is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve any or all Debtors from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

29. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. No Debtor may assign this Agreement, or assign or delegate any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such.

30. **Additional Debtors.** Additional Persons may from time to time after the date of this Agreement become Debtors under this Agreement by executing and delivering to the Creditor a supplemental agreement (together with all schedules thereto, a "**Supplement**") to this Agreement, in substantially the form attached hereto as Exhibit A. Effective from and after the date of the execution and delivery by any Person to the Creditor of a Supplement:

(a) such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Liens, as if such Person had been an original signatory to this Agreement as a Debtor; and

(b) all Collateral of such Person shall be subject to the Lien from such Person as security for the due payment and performance of the "Secured Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Debtor and all of the Secured Liabilities of each Debtor and the Liens granted thereby shall remain in full force and effect, notwithstanding the addition of any new Debtor to this Agreement.

31. **Acknowledgment of Receipt/Waiver; Authorization to File Financing Statements.** Each Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement or financing change statement registered or filed in connection with this Agreement or any verification or acknowledgment statement issued with respect to any such financing statement or financing change statement. Each Debtor authorizes the Creditor to file initial financing statements, and amendments and continuations of financing statements, covering the Collateral and any property that becomes collateral as identifiable proceeds of the Collateral, including financing statements describing the Collateral or any other collateral securing the Obligations as "all personal property of Debtor" or "all assets of Debtor" or words of similar effect. Each Debtor hereby ratifies such Debtor's authorization for the Creditor to file any initial financing statements or amendments thereto relating to the Collateral if filed prior to the date of this Agreement.

32. **Electronic Signature and Counterparts.** Delivery of an executed signature page to this Agreement by any Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by such Debtor of a manually executed copy of this Agreement by such Debtor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF the undersigned has caused this Security Agreement to be duly executed as of the date first written above.

STRUCTURLAM MASS TIMBER U.S., INC.

By: H. Wentzel

Name: Hardy Wentzel
Title: President

SCHEDULE A

DEBTOR INFORMATION

Full legal name: Structurlam Mass Timber U.S., Inc.

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office and mailing address:

Address:	c/o SLP Operations Ltd.
	2176 Government Street
	Penticton, BC
	Canada V2A 8B5
Attention:	Hardy Wentzel
Facsimile:	(250) 492-8906
E-mail:	hwentzel@structurlam.com

Addresses of all places where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Description of all "serial number" goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):

Description of all material Permits:

Instruments, Documents and Chattel Paper of Debtor:

Commodity Accounts:

Commodity Intermediary	Commodity Account Number	Commodity Intermediary's Jurisdiction	Commodity Contracts

Registered trademarks and applications for trademark registrations:

Country	*Trademark*	*Application No.*	*Application Date*	*Registration No.*	*Registration Date*	*Licensed to or by Debtor*[1]

Patents and patent applications:

Country	*Title*	*Patent No.*	*Application Date*	*Date of Grant*	*Licensed to or by Debtor*

Copyright registrations and applications for copyright registrations:

Country	*Work*	*Application No.*	*Application Date*	*Registration No.*	*Licensed to or by Debtor*

Industrial designs/registered designs and applications for registered designs:

Country	*Design*	*Application No.*	*Application Date*	*Registration No.*	*Issue Date*	*Licensed to or by Debtor*

Deposit Accounts:

Name of Depositary Bank	*Account Number*	*Account Name*

Commercial Tort Claims:

[1] If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

EXHIBIT A

FORM OF SUPPLEMENT TO SECURITY AGREEMENT

TO:	**Bank of Montreal**
Address:	595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver BC V7X 1L7
Attention:	Alex Melnikov, Director, BMO Sponsor Finance
Facsimile:	(604) 687-3666
Email:	alex.melnikov@bmo.com

RECITALS:

A. Reference is made to the Security Agreement (the "**Security Agreement**") dated as of December 27, 2019 entered into by **STRUCTURLAM MASS TIMBER U.S., INC.**, and certain of its affiliates which thereafter signs a Supplement, in favour of the Creditor.

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement, including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 30 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Debtors under the Security Agreement by executing and delivering to the Creditor a supplemental agreement to the Security Agreement in the form of this Supplement.

D. The undersigned (the "**New Debtor**") has agreed to become a Debtor under the Security Agreement by executing and delivering this Supplement to the Creditor.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the New Debtor, the New Debtor agrees with and in favour of the Creditor as follows:

1. The New Debtor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Creditor pursuant to Section 30 of the Security Agreement.

2. Effective from and after the date this Supplement is executed and delivered to the Creditor by the New Debtor:

(a) the New Debtor shall be, and shall be deemed for all purposes to be, a Debtor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Liens, as if the New Debtor had been, as of the date of this Supplement, an original signatory to the Security Agreement as a Debtor; and

(b) all Collateral of the New Debtor shall be subject to the Liens granted by the New Debtor as security for the due payment and performance of the Secured Liabilities of the New Debtor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing, the New Debtor, as general and continuing collateral security for the due payment and performance of its Secured Liabilities, pledges, mortgages, charges and assigns (by way of security) to the Creditor, and grants to the Creditor a security interest in, the Collateral of the New Debtor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. The New Debtor represents and warrants to the Creditor that each of the representations and warranties made or deemed to have been made by the New Debtor under the Security Agreement as a Debtor are true and correct on the date of this Supplement.

4. All of the information set out in Schedule A to this Supplement with respect to the New Debtor is accurate and complete as of the date of this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Debtor coming into the possession of the Creditor, this Supplement and the Security Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Debtor free from any promise or condition affecting or limiting the liabilities of the New Debtor. No statement, representation, agreement or promise by any officer, employee or agent of the Creditor or the Creditor, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Debtor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of the New Debtor under this Supplement and the Security Agreement.

6. Delivery of an executed signature page to this Supplement by the New Debtor by facsimile or other electronic transmission shall be as effective as delivery by the New Debtor of a manually executed copy of this Supplement by the New Debtor.

7. This Supplement shall be governed by and construed in accordance with the laws of the State of Arkansas.

8. This Supplement and the Security Agreement shall be binding upon the New Debtor and its successors. The New Debtor shall not assign or delegate any of its rights or obligations under this Supplement or the Security Agreement, or any of its interests in this Supplement or the Security Agreement.

IN WITNESS WHEREOF the undersigned has caused this Supplement to the Security Agreement to be duly executed as of the ____ day of _____, _____.

[NEW DEBTOR]

By: _____
Name:
Title:

SCHEDULE A

DEBTOR INFORMATION

Full legal name:

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office and mailing address:

Addresses of all places where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Description of all "serial number" goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):

Description of all material Permits:

Instruments, Documents and Chattel Paper of the New Debtor:

Commodity Accounts:

Commodity Intermediary	Commodity Account Number	Commodity Intermediary's Jurisdiction	Commodity Contracts

Registered trademarks and applications for trademark registrations:

Country	*Trademark*	*Application No.*	*Application Date*	*Registration No.*	*Registration Date*	*Licensed to or by Debtor*
						[Y/N][2]

Patents and patent applications:

Country	*Title*	*Patent No.*	*Application Date*	*Date of Grant*	*Licensed to or by Debtor*
					[Y/N]

Copyright registrations and applications for copyright registrations:

Country	*Work*	*Application No.*	*Application Date*	*Registration No.*	*Licensed to or by Debtor*
					[Y/N]

Industrial designs/registered designs and applications for registered designs:

Country	*Design*	*Application No.*	*Application Date*	*Registration No.*	*Issue Date*	*Licensed to or by Debtor*
						[Y/N]

Deposit Accounts:

Name of Depositary Bank	*Account Number*	*Account Name*

Commercial Tort Claims:

[2] If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

This is Exhibit "W" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

PLEDGE AGREEMENT

This Pledge Agreement is made as of December 21, 2017.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Shane Klein, Managing Director – Western Canada, Private Equity/Sponsor
Facsimile: (604) 687-3666
Email: shane.klein@bmo.com

RECITALS:

A. SLP Operations Ltd. (the "**Pledged Issuer**") is, or may become, indebted or liable to Bank of Montreal (the "**Creditor**") pursuant to the terms of a credit agreement dated as of December 21, 2017 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") or otherwise.

B. SLP Holdings Ltd. (the "**Debtor**") has agreed to guarantee the debts, liabilities and obligations of the Pledged Issuer to the Creditor and has granted a guarantee dated on or about the date hereof in favour of the Creditor.

C. To secure the payment and performance of the Secured Liabilities, the Debtor has agreed to grant to the Creditor the Security Interests with respect to the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the Schedules and recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Certificated Security**", "**Proceeds**", "**Securities Account**", "**Securities Intermediary**" "**Security**", "**Security Certificate**", "**Security Entitlement**", and "**Uncertificated Security**" have the meanings given to them in the PPSA.

"**Collateral**" means:

(a) the Pledged Property;

(b) all certificates and instruments evidencing or representing the Pledged Property;

(c) all interest, dividends and distributions (whether in cash, kind or stock) received or receivable upon or with respect to any of the Pledged Property and all moneys or other property payable or paid on account of any return or repayment of capital with respect to any of the Pledged Property or otherwise distributed with respect thereto or which will in any way be charged to, or payable or paid out of, the capital of any Pledged Issuer on account of any such Pledged Property;

(d) all other property that may at any time be received or receivable by or otherwise distributed to the Debtor with respect to, or in substitution for, or in exchange or replacement for, any of the foregoing; and

(e) all Proceeds of any of the foregoing.

"**Control Person**" means a "control person", as such term is defined under applicable Canadian securities laws.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Issuer**" has the meaning given to that term in the STA.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

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

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

"**Pledged Certificated Securities**" means any and all Collateral that is a Certificated Security.

"**Pledged Issuer**" has the meaning set out in the recitals hereto.

"**Pledged Issuer's Jurisdiction**" means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

"**Pledged Property**" means all assets, property and undertaking described in Schedule A.

"**Pledged Securities**" means any and all Collateral that is a Security.

"**Pledged Security Certificates**" means any and all Security Certificates representing the Pledged Certificated Securities.

"**Pledged Uncertificated Securities**" means any and all Collateral that is an Uncertificated Security.

"**PPSA**" means the *Personal Property Security Act* (British Columbia), as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

"**Release Date**" means the date on which all the Secured Liabilities have been indefeasibly paid and discharged in full and the Creditor has no further obligations to the Debtor under the Documents pursuant to which further Secured Liabilities might arise.

"**Reporting Pledged Issuer**" means a Pledged Issuer that is a "reporting issuer", as such term is defined under applicable Canadian securities laws.

"**Secured Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents, and any unpaid balance thereof.

"**Security Interests**" means the Liens created by the Debtor in favour of the Creditor under this Agreement.

"**STA**" means the *Securities Transfer Act* of the Province referred to in the "Governing Law" section of this Agreement, as such legislation may be amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

"**Voting or Equity Securities**" means (a) any "security" (as defined under applicable Canadian securities laws), other than a bond, debenture, note or similar instrument representing indebtedness (whether secured or unsecured), of an issuer carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing or (b) a security of an issuer that carries a residual right to participate in the earnings of the issuer and, on liquidation or winding up of the issuer, in its assets.

2. **Grant of Security Interests.** As general and continuing collateral security for the due payment and performance of the Secured Liabilities, the Debtor pledges to the Creditor, and grants to the Creditor a security interest in, the Collateral.

3. **Attachment; No Obligation to Advance.** The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral existing at the date of this Agreement and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral. The Security Interests shall have effect and be deemed to be effective whether or not the Secured Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution and delivery of this Agreement nor the provision of any financial accommodation by the Creditor shall oblige the Creditor to make any financial accommodation or further financial accommodation available to the Debtor or any other Person.

4. **Representations and Warranties.** The Debtor represents and warrants to the Creditor that, as of the date of this Agreement:

(a) Debtor Information. All of the information set out in Schedule B is accurate and complete.

(b) Consents and Transfer Restrictions.

(i) Except for any consent that has been obtained and is in full force and effect, no consent of any Person is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement. For the purposes of complying with any transfer restrictions contained in the Organizational Documents of any Pledged Issuer, the Debtor hereby irrevocably consents to any transfer of the Pledged Securities of such Pledged Issuer.

(ii) The Pledged Securities are not subject to any escrow or other agreement, arrangement, commitment or understanding, prohibiting the transfer of the Pledged Securities, including pursuant to applicable Canadian securities laws or the rules, regulations or policies of any marketplace on which the Pledged Securities are listed, posted or traded.

(c) Partnerships, Limited Liability Companies. The terms of any interest in a partnership or limited liability company that is Collateral expressly provide that such interest is a "security" for the purposes of the STA.

(d) Due Authorization. The Pledged Securities have been duly authorized and validly issued and are fully paid and non-assessable.

(e) Warrants, Options, etc. There are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Securities.

(f) No Required Disposition. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Debtor would be required to sell, redeem or otherwise dispose of any Pledged

Securities or under which any Pledged Issuer has any obligation to issue any Securities of such Pledged Issuer to any Person.

5. **Survival of Representations and Warranties.** All representations and warranties made by the Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Creditor, and (c) shall survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Secured Liabilities until the Release Date.

6. **Covenants.** The Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. The Debtor shall from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests). The Debtor acknowledges that this Agreement has been prepared based on the existing laws in the Province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that the Debtor shall immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement, restatement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Liens similar to, and having the same effect as, the Security Interests.

(b) Limitations on Other Liens. The Debtor shall not create, incur or permit to exist, and shall defend the Collateral against, and shall take such other action as is necessary to remove, any and all Liens in and other claims affecting the Collateral, other than the Permitted Encumbrances, and the Debtor shall defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.

(c) Limitations on Dispositions of Collateral. The Debtor shall not, without the Creditor's prior written consent, sell or otherwise dispose of any of the Collateral.

(d) Amalgamation, Merger or Consolidation. The Debtor shall not permit the Pledged Issuer to amalgamate, merge or consolidate unless all of the outstanding capital stock of the surviving or resulting corporation is, upon such amalgamation, merger or consolidation, pledged under this Agreement and no cash, securities or

other property is distributed with respect to the outstanding shares of any other constituent corporation.

(e) Pledged Certificated Securities. The Debtor shall deliver to the Creditor any and all Pledged Security Certificates and other materials (including stock powers or assignments separate from certificate executed in blank) as may be required from time to time to provide the Creditor with control over all Pledged Certificated Securities in the manner provided under section 23 of the STA. At the request of the Creditor, the Debtor shall cause all Pledged Security Certificates to be registered in the name of the Creditor or its nominee.

(f) Pledged Uncertificated Securities. The Debtor shall deliver to the Creditor any and all such documents, agreements and other materials as may be required from time to time to provide the Creditor with control over all Pledged Uncertificated Securities in the manner provided under section 24 of the STA.

(g) Partnerships, Limited Liability Companies. The Debtor shall ensure that the terms of any interest in a partnership or limited liability company that is Collateral shall expressly provide that such interest is a "security" for the purposes of the STA.

(h) Transfer Restrictions. If the constating documents of any Pledged Issuer restrict the transfer of the Securities of such Pledged Issuer, then the Debtor shall deliver to the Creditor a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Pledged Issuer, as applicable, consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral by the Creditor upon a realization on the Security Interests.

(i) Notices. The Debtor shall advise the Creditor promptly, in reasonable detail, of:

(i) any acquisition after the date of this Agreement of any right, title or interest in any Pledged Property, together with all applicable information set out in Schedule B with respect thereto;

(ii) any change to the Pledged Issuer's Jurisdiction;

(iii) any change in the location of the jurisdiction of incorporation or amalgamation, chief executive office, or domicile of the Debtor;

(iv) any change in the name of the Debtor;

(v) any merger, consolidation or amalgamation of the Debtor with any other Person;

(vi) any Lien (other than Permitted Encumbrances) on, or claim asserted against, any of the Collateral;

(vii) the Debtor becoming (or if the Debtor could reasonably be determined to have become) a Control Person with respect to any Reporting Pledged Issuer; or

(viii) the issuance of any order ceasing or suspending trading in, or prohibiting the transfer of any Pledged Securities or the institution of proceedings for such purpose, or if such Debtor has any reason to believe that any such proceedings are pending, contemplated or threatened.

The Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (v) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected first priority Security Interest with respect to all of the Collateral.

(j) Additional Collateral. Without limitation of anything set forth in clauses (a) through (i) above, to the extent the Debtor acquires, by way of amalgamation, merger, consolidation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Creditor) be subject to the Security Interest created hereby. The Debtor will take, or cause to be taken, in each case, all steps and actions as the Creditor reasonably deems necessary to ensure that the additional Collateral is delivered to the Creditor, including, without limitation, (i) delivery to the Creditor of a Pledge Amendment, duly executed by such Pledgor, in substantially the form of Schedule C hereto (a "**Pledge Amendment**") and (ii) delivery to the Creditor of any Certificated Securities comprising such additional Collateral, together with stock powers or assignments separate from certificate executed in blank, as promptly as practicable and in accordance with the provisions of the Credit Agreement. The Debtor hereby authorizes the Creditor to attach each Pledge Amendment to this Agreement and agrees that all Pledged Securities listed on any Pledge Amendment delivered to the Lender shall for all purposes hereunder be considered Collateral.

7. **Voting Rights.** Unless an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power and rights from time to time exercisable with respect to the Pledged Securities and give consents, waivers and ratifications with respect thereto; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be, or would have a reasonable likelihood of being, prejudicial to the interests of the Creditor or which would have the effect of reducing the value of the Collateral as security for the Secured Liabilities or imposing any restriction on the transferability of any of the Collateral. Unless an Event of Default has occurred and is continuing, the Creditor shall, from time to time at the request and expense of the Debtor, execute or cause to be executed, with respect to all Pledged Securities that are registered in the name of the Creditor or its nominee, valid proxies appointing the Debtor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Creditor or such nominee, as the case may be, at any and all meetings of the applicable Pledged Issuer's shareholders or debt holders, all Pledged Securities that are

registered in the name of the Creditor or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Pledged Issuer for and on behalf of the Creditor or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of any Event of Default, all such powers and rights of the Debtor to vote and give consents, waivers and ratifications shall cease and the Creditor or its nominee shall be entitled to exercise all such voting powers and rights and to give all such consents, waivers and ratifications.

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

9. **Rights on Event of Default.** If an Event of Default has occurred and is continuing, then and in every such case all of the Secured Liabilities shall, at the option of the Creditor, become immediately due and payable and the Security Interests shall become enforceable and the Creditor, in addition to any rights now or hereafter existing under Applicable Laws may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor by contract, at law or in equity.

(b) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, with or without advertising or other formality, except as required by Applicable Laws, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(c) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral.

(d) Purchase by Creditor. At any public sale, and to the extent permitted by Applicable Laws on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Applicable Laws. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for any or all of the Secured Liabilities then due and payable to it as a credit against the purchase price.

(e) Transfer of Collateral. Transfer any Pledged Securities into the name of the Creditor or its nominee.

(f) Voting. Vote any or all of the Pledged Securities (whether or not transferred to the Creditor or its nominee) and give or withhold all consents, waivers and ratifications with respect thereto and otherwise act with respect thereto as though it were the outright owner thereof.

(g) Exercise Other Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Pledged Securities as if the Creditor were the absolute owner of such Pledged Securities.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Laws) to or on the Debtor or any other Person, and the Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Laws. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. The Debtor acknowledges and agrees that any action taken by the Creditor hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

10. **Realization Standards.** To the extent that Applicable Laws imposes duties on the Creditor to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Creditor to dispose of the Collateral in any such manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Creditor to (or not to) (a) to the extent deemed appropriate by the Creditor, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Creditor in the collection or disposition of any of the Collateral, (b) dispose of Collateral in whole or in part, (c) dispose of Collateral to a customer of the Creditor, and (d) establish an upset or reserve bid price with respect to Collateral.

11. **Securities Laws.** The Creditor is authorized, in connection with any offer or sale of any Pledged Securities, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Laws, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition to and without limiting Section 10, the Debtor further agrees that compliance with any such limitation or restriction shall not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Creditor shall not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Pledged Securities are sold in compliance with any such limitation or restriction. If the Creditor chooses to exercise its right to sell any or all Pledged Securities, upon written request, the Debtor shall cause each applicable Pledged Issuer to furnish to the Creditor all such information as the Creditor may request in order to determine the number of shares and other instruments included in the Collateral which may be sold by the Creditor in exempt transactions under any Applicable Laws governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

12. **Application of Proceeds.** All Proceeds of Collateral received by the Creditor may be applied to discharge or satisfy any expenses (including expenses of enforcing the Creditor's rights under this Agreement), Liens on the Collateral in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale or other disposition, or to keep in good standing any Liens on the Collateral ranking in priority to any of the Security Interests, or to sell or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Secured Liabilities or be applied to such of the Secured Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter shall be accounted for as required by Applicable Laws.

13. **Continuing Liability of Debtor.** The Debtor shall remain liable for any Secured Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.

14. **Creditor's Appointment as Attorney-in-Fact.** Effective upon the occurrence and during the continuance of an Event of Default, the Debtor constitutes and appoints the Creditor

and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney-in-fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the effect of this Section, the Debtor grants the Creditor an irrevocable proxy to vote the Pledged Securities and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Securities on the books and records of a Pledged Issuer or Pledged Securities Intermediary, as applicable), upon the occurrence of an Event of Default. These powers are coupled with an interest and are irrevocable until the Release Date. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate. The Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Creditor or any of the Creditor's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Creditor pursuant to this Section.

15. **Performance by Creditor of Debtor's Obligations.** If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance shall be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities and shall be secured by the Security Interests.

16. **Interest.** If any amount payable by the Debtor to the Creditor under this Agreement is not paid when due, the Debtor shall pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a nominal annual rate equal at all times to the Prime Rate plus 2%, which annual rate shall change automatically without notice to the Debtor as and when the Prime Rate changes. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Banking Day of each month, shall form part of the Secured Liabilities and shall be secured by the Security Interests.

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

18. **Rights of Creditor; Limitations on Creditor's Obligations.**

(a) Limitations on Creditor's Liability. The Creditor shall not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Creditor nor any agent of the Creditor (including, in Alberta or British Columbia, any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor nor any agent of the Creditor shall be liable for any, and the Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor or any agent of the Creditor) caused for any reason other than the gross negligence or wilful misconduct of the Creditor or such agent of the Creditor.

(b) Use of Agents. The Creditor may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

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

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

21. **Release of Information.** The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor (i) to the extent necessary to enforce the Creditor's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of the Secured Liabilities, and (iii) as required by Applicable Laws.

22. **Waiver.** The Debtor shall not assert, and hereby waives (to the fullest extent permitted by Applicable Laws), (i) any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, and (ii) all of the rights, benefits and protections given by any present or future

statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute.

23. **Release of Debtor.** Upon the written request of the Debtor given at any time on or after the Release Date, the Creditor shall, at the expense of the Debtor, release the Debtor and the Collateral from the Security Interests. Upon such release, and at the request and expense of the Debtor, the Creditor shall execute and deliver to the Debtor such releases and discharges as the Debtor may reasonably request.

24. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by the Debtor or any other Person to the Creditor, all of which other security shall remain in full force and effect.

25. **Alteration or Waiver.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of the Debtor to pay the Secured Liabilities, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

26. **Amalgamation.** If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests shall extend to and include all the Collateral of the amalgamated corporation and to any Collateral of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

27. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

28. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include

the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Encumbrance is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Encumbrance. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

29. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Debtor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Debtor from such performance, such circumstance shall not constitute a conflict between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

30. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Debtor or the Creditor is an individual, then the term "Debtor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

31. **Acknowledgment of Receipt/Waiver.** The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Laws, waives the right to

receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued with respect to any such financing statement or financing change statement.

32. **Electronic Signature.** Delivery of an executed signature page to this Agreement by the Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by the Debtor of a manually executed copy of this Agreement by the Debtor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

SLP HOLDINGS LTD.

By: _____

Name: J.T. Mauk

Title: Director

SCHEDULE A

PLEDGED PROPERTY

A. All Securities and other interests in a partnership or limited liability company issued by or with respect to the Pledged Issuer in which the Debtor now or in the future has any right, title or interest.

SCHEDULE B

DEBTOR & PLEDGED PROPERTY INFORMATION

Full legal name: SLP Holdings Ltd.

Prior names: N/A

Predecessor companies: N/A

Jurisdiction of incorporation or organization: British Columbia

Address of chief executive office: 2176 Government Street, Penticton, BC, V2A 8B5

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
SLP Operations Ltd.	1	100%	C-2	Vancouver

SCHEDULE C

PLEDGE AMENDMENT

This Pledge Amendment, dated _____, _____ is delivered pursuant to Section 6(j) of the Pledge Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Pledge Agreement. The undersigned hereby certifies that the representations and warranties in Section 4 of the Pledge Agreement (as defined below) are and continue to be true and correct, as if made on the date of this Amendment both as to the shares pledged prior to this Pledge Amendment and as to the shares pledged pursuant to this Pledge Amendment, except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date. The undersigned further agrees that this Pledge Amendment may be attached to that certain Pledge Agreement, dated as of [_____], 20[__] among the undersigned, certain other Debtors and the Secured Creditors (the "**Pledge Agreement**") and that the Collateral listed on this Pledge Amendment shall be and become a part of the Collateral referred to in said Pledge Agreement and shall secure all Secured Obligations referred to in said Pledge Agreement.

[INSERT SUCH PLEDGOR NAME]

By: _____
Name:_____
Title: _____

Pledged Certificated Securities:

Pledged Issuer	**Securities Owned**	**% of issued and outstanding Securities of Pledged Issuer**	**Security Certificate Numbers**

This is Exhibit " X " referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

SECURITY AGREEMENT

This Security Agreement is made as of December 27, 2019.

TO:	**Bank of Montreal**
Address:	595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver BC V7X 1L7
Attention:	Alex Melnikov, Director, BMO Sponsor Finance
Facsimile:	(604) 687-3666
Email:	alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation and Structurlam Mass Timber U.S., Inc. are, or may become, indebted or liable to Bank of Montreal (the "**Creditor**") pursuant to the terms of an amended and restated credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") or otherwise.

B. To secure the payment and performance of its Secured Liabilities, each Debtor (as defined below) has agreed to grant to the Creditor the Liens with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** In this Agreement, capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement and, unless otherwise defined in this Agreement, the singular and plural forms of the following terms have the following meanings:

"**Account**", "**account debtor**", "**authenticate**", "**bank**", "**Chattel Paper**", "**Commercial Tort Claim**", "**Commodity Account**", "**Commodity Contract**", "**Commodity Intermediary**", "**Consumer Goods**", "**Deposit Account**", "**Document**", "**Equipment**", "**electronic chattel paper**", "**Fixtures**", "**General Intangible**", "**Goods**", "**health-care-insurance receivable**", "**Instrument**", "**Inventory**", "**Investment Property**", "**Letter-of-Credit Right**", "**Money**", "**payment intangible**", "**Proceeds**", "**promissory note**", "**Securities Account**", "**Securities Intermediary**", "**software**", "**State**", "**Supporting Obligation**", "**tangible chattel paper**" and "**writing**" have the respective meanings assigned to those terms (whether in initial upper or lower case letters) in the UCC; provided that any such term will have the meaning assigned to such term in Article 9 (or the equivalent) of the UCC if such term also is defined differently in another Article of the UCC.

"**Agreement**" means this Security Agreement, including the Exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Books and Records**" means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor's behalf) has access.

"**Collateral**" means, with respect to any Debtor, all of the present and future:

(a) undertaking;

(b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Creditor in connection with this Agreement); and

(c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Creditor in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located.

"**Contracts**" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtors**" means the Persons delivering a signature page to this Agreement and any other Person which hereafter delivers a Supplement, and "**Debtor**" means any one of them.

"**Deposit Account Control Agreement**" has the meaning set out in Section 7(p).

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Intellectual Property Rights**" means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including copyrights, patents, inventions (whether or not patented), trade-marks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders' rights, know how and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights, and, to the extent not otherwise included in the property described in the preceding provisions of this definition, all of such Debtor's right, title and interest in and to: all patents, patent applications and statutory invention registrations; all United States, international and foreign trademarks (including, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not; all United States, international and foreign copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, and any renewals or extensions thereof, and all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights; and all confidential and proprietary information, including know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information.

"**Liens**" means, with respect to any Debtor, the Security Interests created by such Debtor in favour of the Creditor under this Agreement.

"**Permits**" means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

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

"**Personal Property**" means all Accounts (including health-care-insurance receivables), Chattel Paper (including tangible chattel paper and electronic chattel paper), Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles (including payment intangibles, software and things in action), Goods, Instruments (including promissory notes), Inventory, Investment Property, Letter-of-Credit Rights, Money, Supporting Obligations, the Commercial Tort Claims described in Schedule A as such Schedule may be amended or supplemented from time to time, all Commercial Tort Claims as to which any Debtor complies with the requirements of Section 7(n), and all other personal property to the extent not included in the property described in this definition.

"**Receiver**" means a receiver, a manager or a receiver and manager.

"**Release Date**" means the date on which all the Secured Liabilities of each Debtor have been indefeasibly paid and discharged in full (other than contingent indemnification obligations for which no claims have been asserted) and the Creditor has no further obligations under the Credit Agreement or the other Documents (as defined in the Credit Agreement) pursuant to which further Secured Liabilities of any Debtor might arise.

"Schedules" means the schedules to this Agreement.

"**Secured Liabilities**" means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Creditor under, in connection with or with respect to the Documents, including but not limited to the Obligations, all Financial Instrument Obligations owing to the Creditor or its Hedging Affiliates and all obligations, liabilities and indebtedness of the Debtor or any Guarantor (as defined in the Credit Agreement) to the Creditor and its Affiliates under the Other Secured Agreements, and any unpaid balance thereof.

"**Supplement**" has the meaning given to that term in Section 30.

"**UCC**" means the Uniform Commercial Code in effect in the State of Arkansas on the date of this Agreement, as the same may be amended from time to time.

"**United States**" means the United States of America.

2. **Grant of Liens.** As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and assigns (by way of security) to the Creditor, and grants to the Creditor a Security Interest in, the Collateral of such Debtor.

3. **Limitations on Grant of Liens.** If the grant of the Liens with respect to any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such

Contract (including, without limitation, any Contracts related to fixed assets, including with respect to purchase money security indebtedness and capital leases), Intellectual Property Right or Permit, or is otherwise prohibited or ineffective (whether by the terms thereof or under Applicable Law), then any proceeds relating to such Contract, Intellectual Property Right or Permit shall not be subject to the Liens but shall be held in trust by the applicable Debtor for the benefit of the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default shall be assigned by such Debtor as directed by the Creditor; provided that: (a) the Liens of such Debtor shall attach to such Contract, Intellectual Property Right or Permit, or applicable portion thereof, immediately at such time as the condition causing such termination or breach is remedied, and (b) if a term in a Contract that prohibits or restricts the grant of the Liens in any of the Collateral is unenforceable against the Creditor under Applicable Law, then the exclusion from the Liens set out above shall not apply to such Collateral. In addition, the Liens: (i) do not attach to, and the term "Collateral" does not include, (A) Consumer Goods or (B) leasehold interests in real property or (C) any United States intent-to-use trademark application to the extent that, and only during the period in which, the grant of a security interest in such intent-to-use trademark application would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark application; or (ii) extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Debtor as directed by the Creditor.

4. **Attachment; No Obligation to Advance.** Each Debtor confirms that value has been given by the Creditor to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Creditor have not agreed to postpone the time for attachment of the Liens to any of the Collateral of such Debtor. The Liens with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any financial accommodation by the Creditor shall oblige the Creditor to make any financial accommodation or further financial accommodation available to any Debtor or any other Person.

5. **Representations and Warranties.** Each Debtor represents and warrants to the Creditor that, as of the date of this Agreement or the date of any Supplement, as applicable:

(a) Debtor Information. All of the information set out in the Schedules and Supplements, as applicable, with respect to such Debtor is accurate and complete.

(b) Title; No Other Security Interests. Except for Permitted Encumbrances, such Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral of such Debtor, holds a valid leasehold or licensed interest in) its Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral of such Debtor is on file or on record in any public office, except for filings with respect to Permitted Encumbrances.

(c) Amount of Accounts. The amount represented by such Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors with respect to the Accounts of such Debtor will at such time be the correct amount so owing by such account debtor or account debtors and, unless disclosed in writing by such Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim. Except as disclosed in writing by such Debtor to the Creditor, neither such Debtor nor (to the best of such Debtor's knowledge) any other party to any Account of such Debtor or any Contract of such Debtor is in default or is likely to become in default in the performance or observance

of any of the terms of such Account or Contract where such default is or could reasonably be expected to be materially adverse to such Debtor or any of the Creditor.

(d) Authority. Such Debtor has full power and authority to grant to the Creditor the Liens granted by such Debtor, subject to Permitted Liens.

(e) Consents. Except for any consent that has been obtained and is in full force and effect, no material consent of any Person (including any counterparty with respect to any Contract, any account debtor with respect to any Account, Chattel Paper or General Intangible, or any Governmental Authority with respect to any Permit) is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement (this representation being given without reference to the exclusions contained in Section 3).

(f) No Consumer Goods. Such Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Debtor.

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

(h) Deposit Accounts. Schedule A (as such schedule may be amended or supplemented from time to time) sets forth under the appropriate headings all of such Debtor's Deposit Accounts.

6. **Survival of Representations and Warranties.** All representations and warranties made by each Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Creditor, and (c) shall survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Secured Liabilities until the Release Date.

7. **Covenants.** Each Debtor covenants and agrees with the Creditor that:

(a) Further Documentation. Such Debtor shall from time to time, at the expense of such Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Liens). Such Debtor agrees that the

Creditor shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that such Debtor shall immediately on request by the Creditor authorize, execute and deliver any amendment, supplement, restatement or replacement (i) to reflect any changes in Applicable Laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation, perfection and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Debtor merges, consolidates or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Liens.

(b) Maintenance of Records. Such Debtor shall keep and maintain accurate and complete records of the Collateral of such Debtor, including a record of all payments received and all credits granted with respect to the Accounts and Contracts of such Debtor. At the written request of the Creditor, such Debtor shall mark any Collateral of such Debtor specified by the Creditor to evidence the existence of the Liens.

(c) Right of Inspection. Subject to the provisions of the Credit Agreement, the Creditor may, at all times during normal business hours, without charge, examine and make copies of all Books and Records, and may discuss the affairs, finances and accounts of such Debtor with its officers and accountants. The Creditor may also, without charge, enter the premises of such Debtor where any of the Collateral of such Debtor is located for the purpose of inspecting such Collateral, observing its use or otherwise protecting its interests in such Collateral. Such Debtor, at its expense, shall provide the Creditor with such clerical and other assistance as may be reasonably requested by the Creditor to exercise any of its rights under this paragraph.

(d) Limitations on Other Security Interests. Such Debtor shall not create, incur or permit to exist, and shall defend the Collateral of such Debtor against, and shall take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral of such Debtor, other than the Permitted Encumbrances, and such Debtor shall defend the right, title and interest of the Creditor in and to the Collateral of such Debtor against the claims and demands of all Persons.

(e) Limitations on Dispositions of Collateral. Subject to the rights provided under the Credit Agreement, such Debtor shall not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of its Collateral, except that Inventory of such Debtor may be sold, leased or otherwise disposed of and, subject to the terms of this Agreement, Accounts of such Debtor may be collected, in either case in the ordinary course of such Debtor's business. Following the occurrence and continuation of an Event of Default, all Proceeds of the Collateral of such Debtor (including all amounts received with respect to Accounts) received by or on behalf of such Debtor, whether or not arising in the ordinary course of such Debtor's business, shall be received in trust by such Debtor as trustee for the Creditor, shall be segregated from other funds and property of such Debtor and shall be immediately paid to the Creditor in the same form as so received (with any necessary indorsements).

(f) Limitations on Modifications, Waivers, Extensions. Other than as not prohibited by paragraph (g) below or as permitted under the Credit Agreement, such Debtor shall not (i) amend, modify, terminate, permit to expire or waive any provision of any of such Debtor's Permits, Contracts or any documents giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to such Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each of such

Debtor's Contracts and documents giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to such Debtor or the Creditor.

(g) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of such Debtor consistent with previous practices or as permitted under the Credit Agreement, such Debtor shall not (i) grant any extension of the time for payment of any Account of such Debtor, (ii) compromise, compound or settle any Account of such Debtor for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account of such Debtor, or (iv) allow any credit or discount of any Account of such Debtor.

(h) Maintenance of Intellectual Property. Such Debtor shall maintain in good standing all registrations and applications with respect to the Intellectual Property Rights of such Debtor except to the extent that any failure to do so could not reasonably be expected to be materially adverse to such Debtor or any of the Creditor.

(i) Further Identification of Collateral. Such Debtor shall promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral of such Debtor, and such other reports in connection with the Collateral of such Debtor, as the Creditor may from time to time reasonably request, including an updated list of any motor vehicles or other "serial number" goods owned by such Debtor and classified as Equipment, including vehicle identification numbers.

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

(k) Instruments; Documents; Chattel Paper. Promptly upon request from time to time by the Creditor, such Debtor shall deliver to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Documents and Chattel Paper of such Debtor included in or relating to the Collateral of such Debtor as the Creditor may specify in its request.

(l) Commodity Contracts. Such Debtor shall deliver to the Creditor any and all such documents, agreements, certificates and other materials as may be required from time to time to provide the Creditor with, and otherwise shall cooperate with the Creditor in obtaining, control with respect to all Commodity Contracts, other Investment Property, Deposit Accounts, electronic chattel paper, electronic documents and Letter-of-Credit Rights of such Debtor in the manner provided under the UCC.

(m) Notices. Such Debtor shall advise the Creditor promptly, in reasonable detail, of any:

(i) change in the jurisdiction as determined under the UCC of any bank, issuer, nominated person, Securities Intermediary or Commodity Intermediary in respect of any Deposit Accounts, Letter-of-Credit Rights or Investment Property of such Debtor;

(ii) change in the location of the jurisdiction of incorporation, chief executive office or domicile of such Debtor;

(iii) change in the name of such Debtor;

(iv) merger, consolidation or amalgamation of such Debtor with any other Person;

(v) additional jurisdiction in which such Debtor carries on business or has tangible Personal Property;

(vi) additional jurisdiction in which material account debtors of such Debtor are located;

(vii) acquisition of any right, title or interest in real property by such Debtor;

(viii) acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, or which are material to such Debtor's business;

(ix) Deposit Accounts, Securities Accounts and Commodity Accounts established by such Debtor;

(x) acquisition of any Instrument, Document or Chattel Paper;

(xi) creation or acquisition of any Subsidiary of such Debtor;

(xii) Security Interest (other than Permitted Encumbrances) on, or claim asserted against, any of the Collateral of such Debtor; or

(xiii) occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral of such Debtor or on the Liens.

Such Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (ix) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected first priority Lien with respect to all of the Collateral of such Debtor, subject to Permitted Encumbrances.

(n) Intellectual Property Rights. If the Creditor requests, such Debtor shall execute or otherwise authenticate an agreement, in form and substance reasonably satisfactory to and requested by the Creditor, for filing or recording the Liens in the Intellectual Property Rights of such Debtor with the U.S. Patent and Trademark Office, the U.S. Copyright Office, any similar office in Canada or any other foreign office necessary to perfect the Liens in such Intellectual Property Rights, to the extent perfection may be achieved by making such filing or recording.

(o) Commercial Tort Claims. If such Debtor acquires a Commercial Tort Claim, such Debtor promptly shall notify the Creditor of the general details of such Commercial Tort Claim and shall grant to the Creditor a security interest in such Commercial Tort Claim and in the proceeds of such Commercial Tort Claim, all in form and substance reasonably satisfactory to the Creditor.

(p) Deposit Account Control Agreements. Without limiting the generality of Section 7(l), commencing on the date that is sixty days following the date of this Agreement (or such later date as the Creditor may reasonably agree in writing), such Debtor shall maintain Deposit Accounts only with a bank that has agreed, in an authenticated record (a "**Deposit Account Control Agreement**") among such bank, such Debtor and the Creditor and in form and substance reasonably satisfactory to the Creditor, that such bank shall comply with instructions originated by the Creditor directing the disposition of funds in such Deposit Accounts without the further consent by such Debtor, which Deposit Account Control Agreement shall provide, among other things, that the Creditor may exercise exclusive control with respect to any Deposit Accounts that are subject to such Deposit Account Control Agreement if any Event of Default has occurred and is continuing.

8. **Rights on Event of Default.** If an Event of Default has occurred and is continuing, then and in every such case the Liens of each Debtor shall become enforceable and the Creditor, in addition to any rights now or hereafter existing under Applicable Law may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:

(a) Rights under UCC, etc. Exercise against any or all Debtors all of the rights and remedies granted to secured parties under the UCC and any other applicable statute, or otherwise available to the Creditor by contract, at law or in equity.

(b) Demand Possession. Demand possession of any or all of the Collateral of any or all Debtors, in which event each such Debtor shall, at the expense of such Debtor, immediately cause the Collateral of such Debtor designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor, acting reasonably.

(c) Take Possession. Enter on any premises where any Collateral of any or all Debtors is located and take possession of, disable or remove such Collateral.

(d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of any or all Debtors for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral of any or all Debtors.

(e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of any or all Debtors and enter on, occupy and use (without charge by such Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, any or all Debtors.

(f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral of any or all Debtors in such manner, on such terms and conditions and at such times as the Creditor deems advisable.

(g) Dispose of Collateral. Realize on any or all of the Collateral of any or all Debtors and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of any or all Debtors (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, with or without advertising or other formality, except as required by Applicable Law, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of any or all Debtors.

(i) Purchase by Creditor. At any public sale, and to the extent permitted by Applicable Law on any private sale, bid for and purchase any or all of the Collateral of any or all Debtors offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to any Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by Applicable Law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral of any Debtor so purchased, use any claim for any or all of the Secured Liabilities of such Debtor then due and payable as a credit against the purchase price.

(j) Collect Accounts and Other Collateral. Notify (whether in its own name or in the name of any Debtor) the account debtors and other Persons obligated under any Accounts or on any other Collateral of any or all Debtors of the Liens or the assignment of such Accounts or other Collateral to the Creditor and direct such account debtors and other Persons to make payment of all amounts due or to become due to any or all Debtors with respect to such Accounts or other Collateral directly to the Creditor and, upon such notification and at the expense of any such Debtor, enforce collection of any such Accounts and other Collateral, and adjust, settle or compromise the amount or payment of such Accounts or other Collateral, in such manner and to such extent as the Creditor deems appropriate in the circumstances.

(k) Dealing with Contracts and Permits. Deal with any and all Contracts and Permits of any or all Debtors to the same extent as any such Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Creditor.

(l) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral of any or all Debtors. Each such Debtor shall immediately on demand reimburse the Creditor for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

(m) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral of any or all Debtors or for carrying on any of the business or undertaking of any or all Debtors and grant Security Interests on any Collateral of any or all Debtors (in priority to the Liens of any or all Debtors or otherwise) as security for the money so borrowed. Each such Debtor shall immediately on demand reimburse the Creditor for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

(n) Appoint Receiver. Appoint by instrument in writing one or more Receivers of any or all Debtors or any or all of the Collateral of any or all Debtors with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by Applicable Law, any Receiver appointed by the Creditor shall (for purposes

relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Debtor and not of the Creditor.

(o) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of any or all Debtors or of any or all of the Collateral of any or all Debtors.

(p) Consultants. Require any or all Debtors to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of each such Debtor and its agents and employees, including unrestricted access to the premises of each such Debtor and the Books and Records of each such Debtor; all reasonable fees and expenses of such consultant shall be for the account of each such Debtor and each such Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor and such Debtor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by Applicable Law) to or on any Debtor or any other Person, and each Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by Applicable Law. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Each Debtor acknowledges and agrees that any action taken by the Creditor hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

9. **Realization Standards.** To the extent that Applicable Law imposes duties on the Creditor to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Creditor to dispose of the Collateral in any such manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Creditor to (or not to) (a) incur expenses reasonably deemed significant by the Creditor to prepare the Collateral of such Debtor for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral of such Debtor to be disposed of, (c) fail to exercise collection remedies against account debtors or other Persons obligated on the Collateral of such Debtor or to remove Security Interests against the Collateral of such Debtor, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral of such Debtor directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral of such Debtor by way of public auction, public tender or private contract, with or without advertising and without any other formality, (f) contact other Persons, whether or not in the same business of such Debtor, for expressions of interest in acquiring all or any portion of the Collateral of such Debtor, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral of such Debtor, whether or not such Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral of such Debtor by utilizing internet sites that provide for the auction of assets of the types included in such Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Creditor against risks of loss, collection or disposition of the Collateral of such Debtor or to provide to the Creditor a guaranteed return from the collection or disposition of such Collateral, (l) to the extent deemed appropriate by the Creditor, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Creditor in the collection or disposition of any of the Collateral of such Debtor, (m) dispose of Collateral of such Debtor in whole or in part, (n) dispose of

Collateral of such Debtor to a customer of the Creditor, and (o) establish an upset or reserve bid price with respect to Collateral of such Debtor.

10. **Grant of Licence.** For the purpose of enabling the Creditor to exercise its rights and remedies under this Agreement when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, each Debtor grants to the Creditor an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to such Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights of such Debtor, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trademarks, get up and trade dress and other business indicia, such licence includes an obligation on the part of the Creditor to maintain the standards of quality maintained by such Debtor or, in the case of trademarks, get-up and trade dress or other business indicia licensed to such Debtor, the standards of quality imposed upon such Debtor by the relevant licence. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

11. **Application of Proceeds.** Except as otherwise required by Applicable Law, all Proceeds of Collateral of any Debtor received by the Creditor shall be applied by the Creditor to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of such of the Secured Liabilities of the applicable Debtor (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter shall be accounted for as required by Applicable Law.

12. **Continuing Liability of Debtor.** Each Debtor shall remain liable for any Secured Liabilities of such Debtor that are outstanding following realization of all or any part of the Collateral of such Debtor and the application of the Proceeds thereof.

13. **Creditor's Appointment as Attorney-in-Fact.** Each Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as such Debtor's true and lawful attorney-in-fact with full power and authority in the place of such Debtor and in the name of such Debtor or in its own name, from time to time in the Creditor's discretion upon the occurrence and during the continuance of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until the Release Date. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate. Each Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Creditor or any of the Creditor's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Creditor pursuant to this Section.

14. **Performance by Creditor of Debtor's Obligations.** If any Debtor fails to perform or comply with any of the obligations of such Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Creditor incurred in connection with any such performance or compliance shall be payable by such Debtor to the Creditor immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

15. **Interest.** If any amount payable by any Debtor to the Creditor under this Agreement is not paid when due, such Debtor shall pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at an annual rate equal at all times to the applicable rate specified in Section 4.7(1)

of the Credit Agreement. All amounts payable by such Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Banking Day of each month, shall form part of the Secured Liabilities of such Debtor and shall be secured by the Liens of such Debtor.

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

17. **Rights of Creditor; Limitations on Creditor's Obligations.**

(a) Limitations on Liability of Creditor. The Creditor shall not be liable to any Debtor or any other Person for any failure or delay in exercising any of the rights of such Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral of such Debtor, or to take necessary steps to preserve rights against prior parties with respect to any Chattel Paper, any Instrument or any other Collateral). Neither the Creditor, a Receiver, nor any agent thereof (including any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Debtor in its possession. Neither the Creditor, any Receiver, nor any agent thereof shall be liable for any, and each Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral of such Debtor (including any Collateral of such Debtor in the possession of the Creditor, any Receiver, or any agent thereof) caused for any reason other than the gross negligence or wilful misconduct of the Creditor, such Receiver or such agent thereof.

(b) Debtors Remain Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, each Debtor shall remain liable under each of the documents giving rise to the Accounts of such Debtor and under each of the Contracts of such Debtor to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor shall not have any obligation or liability under any Account of any Debtor (or any document giving rise thereto) or Contract of any Debtor by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor shall not be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account of such Debtor (or any document giving rise thereto) or under or pursuant to any Contract of such Debtor, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account of such Debtor (or any document giving rise thereto) or under any Contract of such Debtor, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

(c) Collections on Accounts and Contracts. Each Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect the Accounts of such Debtor and payments under the Contracts of such Debtor in the normal course of the business of such Debtor and for the purpose of carrying on the same. If an Event of Default has occurred and is continuing, any payments of Accounts of such Debtor or under Contracts of such Debtor, when collected by such Debtor, shall be forthwith (and, in any event, within two Banking Days) deposited by such Debtor in the exact form received, duly endorsed by such Debtor to the Creditor if required, in a special collateral account maintained by the

Creditor, and until so deposited, will be held by such Debtor in trust for the Creditor, segregated from the other funds of such Debtor. All such amounts while held by the Creditor (or by such Debtor in trust for the Creditor) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit with respect to such Debtor in said special collateral account on account of the Secured Liabilities of such Debtor in such order as the Creditor may elect. At the Creditor's request, such Debtor shall deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and the Contracts of such Debtor, including all original orders, invoices and shipping receipts.

(d) Analysis of Accounts. At any time and from time to time, the Creditor shall have the right to analyze and verify the Accounts of any Debtor in any manner and through any medium that it reasonably considers advisable, and each Debtor shall furnish all such assistance and information as the Creditor may require in connection therewith. At any time and from time to time, the Creditor may in its own name or in the name of others (including any Debtor) communicate with account debtors on the Accounts of any Debtor and parties to the Contracts of any Debtor to verify with them to the Creditor's satisfaction the existence, status, amount and terms of any Account or any Contract of any Debtor. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the applicable Debtor, such Debtor shall furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts of such Debtor.

(e) Use of Agents. The Creditor may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

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

19. **Communication.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission, e-mail or other similar means of electronic communication, in each case to the address, facsimile number or e-mail address of the Debtors or Creditor set out in this Agreement. Any communication so given shall be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Banking Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication shall be deemed to have been given and to have been received on the following Banking Day. Any communication sent by mail shall be deemed to have been given and

to have been received on the fifth Banking Day following mailing, provided that no disruption of postal service is in effect. The Debtors and the Creditor may from time to time change their respective addresses, facsimile numbers or e-mail addresses for notice by giving notice to the other in accordance with the provisions of this Section. The address, facsimile number and e-mail address of all Debtors are set out below or in a Supplement hereto, as applicable:

NATURAL OUTCOMES, LLC

Address:	c/o SLP Operations Ltd.
	2176 Government Street
	Penticton, BC
	Canada V2A 8B5
Attention:	Hardy Wentzel
Facsimile:	(250) 492-8906
E-mail:	hwentzel@structurlam.com

20. **Release of Information.** Subject to Section 14.7 of the Credit Agreement, each Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor (i) to the extent necessary to enforce the Creditor's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of its Secured Liabilities, and (iii) as required by Applicable Law.

21. **Expenses; Indemnity; Waiver.**

(a) Each Debtor shall pay (i) all reasonable out-of-pocket expenses incurred by the Creditor, including the reasonable fees, charges and disbursements of counsel for the Creditor and all applicable taxes, in connection with the preparation and administration of this Agreement, (ii) all reasonable out-of-pocket expenses incurred by the Creditor, including the fees, charges and disbursements of counsel for the Creditor and applicable taxes, in connection with any amendments, modifications or waivers of the provisions hereof, and (iii) all out-of-pocket expenses incurred by the Creditor, including the reasonable fees, charges and disbursements of any counsel for the Creditor and all applicable taxes, in connection with the assessment, enforcement or protection of their rights in connection with this Agreement, including their rights under this Section, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations with respect to the Secured Liabilities of such Debtor.

(b) Each Debtor shall indemnify the Creditor against, and hold the Creditor harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all reasonable out-of-pocket expenses arising out of or in connection with (i) the execution or delivery of this Agreement and the performance by such Debtor of its obligations hereunder, (ii) any actual or prospective claim, litigation, investigation or proceeding relating to this Agreement or the Secured Liabilities of such Debtor, whether based on contract, tort or any other theory and regardless of whether the Creditor is a party thereto, (iii) any other aspect of this Agreement, or (iv) the enforcement of the Creditor's rights hereunder and any related investigation, defence, preparation of

defence, litigation and enquiries; provided that such indemnity shall not, as to the Creditor, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or wilful misconduct of or material breach of this Agreement by such Creditor.

(c) No Debtor shall assert, and each Debtor hereby waives (to the fullest extent permitted by Applicable Law), (i) any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute.

(d) All amounts due under this Section shall be payable not later than three Banking Days after written demand therefor.

(e) The indemnifications set out in this Section shall survive the Release Date and the release or extinguishment of the Liens.

22. **Release of Debtor.** Upon the written request of any Debtor given at any time on or after the Release Date, the Creditor shall, at the expense of such Debtor, release such Debtor and the Collateral of such Debtor from the Liens and such release shall serve to terminate any licence granted in this Agreement. Upon such release, and at the request and expense of such Debtor, the Creditor shall execute and deliver to such Debtor such releases and discharges as such Debtor may reasonably request.

23. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by any Debtor or any other Person to the Creditor, all of which other security shall remain in full force and effect.

24. **Alteration or Waiver.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a writing executed by the Creditor. The Creditor shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

25. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates, merges or consolidates with any other corporation or corporations, then (i) the Collateral and the Liens of such Debtor shall extend to and include all the property and assets of the surviving corporation and to any property or assets of the surviving corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the surviving

corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the surviving corporation.

26. **Governing Law; Attornment; etc.** With respect to each Debtor, this Agreement shall be governed by and construed in accordance with the Laws of the State of Arkansas. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the State of Arkansas, or any federal court in such state, and any appellate court from any of such courts, in any action or proceeding arising from or by reason of, or otherwise relating to, this Agreement. To the extent permitted by Applicable Law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in such courts. EACH DEBTOR AND THE CREDITOR (AND, BY ACCEPTING THE BENEFITS HEREOF, THE CREDITOR) HEREBY KNOWINGLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

28. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of any or all Debtors is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve any or all Debtors from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

29. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. No Debtor may assign this Agreement, or assign or delegate any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such.

30. **Additional Debtors.** Additional Persons may from time to time after the date of this Agreement become Debtors under this Agreement by executing and delivering to the Creditor a supplemental agreement (together with all schedules thereto, a "**Supplement**") to this Agreement, in substantially the form attached hereto as Exhibit A. Effective from and after the date of the execution and delivery by any Person to the Creditor of a Supplement:

(a) such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Liens, as if such Person had been an original signatory to this Agreement as a Debtor; and

(b) all Collateral of such Person shall be subject to the Lien from such Person as security for the due payment and performance of the "Secured Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Debtor and all of the Secured Liabilities of each Debtor and the Liens granted thereby shall remain in full force and effect, notwithstanding the addition of any new Debtor to this Agreement.

31. **Acknowledgment of Receipt/Waiver; Authorization to File Financing Statements.** Each Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement or financing change statement registered or filed in connection with this Agreement or any verification or acknowledgment statement issued with respect to any such financing statement or financing change statement. Each Debtor authorizes the Creditor to file initial financing statements, and amendments and continuations of financing statements, covering the Collateral and any property that becomes collateral as identifiable proceeds of the Collateral, including financing statements describing the Collateral or any other collateral securing the Obligations as "all personal property of Debtor" or "all assets of Debtor" or words of similar effect. Each Debtor hereby ratifies such Debtor's authorization for the Creditor to file any initial financing statements or amendments thereto relating to the Collateral if filed prior to the date of this Agreement.

32. **Electronic Signature and Counterparts.** Delivery of an executed signature page to this Agreement by any Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by such Debtor of a manually executed copy of this Agreement by such Debtor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF the undersigned has caused this Security Agreement to be duly executed as of the date first written above.

NATURAL OUTCOMES, LLC

By: _____

Name: Hardy Wentzel

Title: Manager

SCHEDULE A

DEBTOR INFORMATION

Full legal name: Natural Outcomes, LLC

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office and mailing address:

Address:	c/o SLP Operations Ltd.
	2176 Government Street
	Penticton, BC
	Canada V2A 8B5
Attention:	Hardy Wentzel
Facsimile:	(250) 492-8906
E-mail:	hwentzel@structurlam.com

Addresses of all places where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Description of all "serial number" goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):

Description of all material Permits:

Instruments, Documents and Chattel Paper of Debtor:

Commodity Accounts:

Commodity Intermediary	Commodity Account Number	Commodity Intermediary's Jurisdiction	Commodity Contracts

Registered trademarks and applications for trademark registrations:

Country	*Trademark*	*Application No.*	*Application Date*	*Registration No.*	*Registration Date*	*Licensed to or by Debtor*[1]

Patents and patent applications:

Country	*Title*	*Patent No.*	*Application Date*	*Date of Grant*	*Licensed to or by Debtor*

Copyright registrations and applications for copyright registrations:

Country	*Work*	*Application No.*	*Application Date*	*Registration No.*	*Licensed to or by Debtor*

Industrial designs/registered designs and applications for registered designs:

Country	*Design*	*Application No.*	*Application Date*	*Registration No.*	*Issue Date*	*Licensed to or by Debtor*

Deposit Accounts:

Name of Depositary Bank	*Account Number*	*Account Name*

Commercial Tort Claims:

[1] If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

EXHIBIT A

FORM OF SUPPLEMENT TO SECURITY AGREEMENT

TO:	**Bank of Montreal**
Address:	595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver BC V7X 1L7
Attention:	Alex Melnikov, Director, BMO Sponsor Finance
Facsimile:	(604) 687-3666
Email:	alex.melnikov@bmo.com

RECITALS:

A. Reference is made to the Security Agreement (the "**Security Agreement**") dated as of December 27, 2019 entered into by **NATURAL OUTCOMES, LLC**, and certain of its affiliates which thereafter signs a Supplement, in favour of the Creditor.

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement, including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 30 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Debtors under the Security Agreement by executing and delivering to the Creditor a supplemental agreement to the Security Agreement in the form of this Supplement.

D. The undersigned (the "**New Debtor**") has agreed to become a Debtor under the Security Agreement by executing and delivering this Supplement to the Creditor.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the New Debtor, the New Debtor agrees with and in favour of the Creditor as follows:

1. The New Debtor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Creditor pursuant to Section 30 of the Security Agreement.

2. Effective from and after the date this Supplement is executed and delivered to the Creditor by the New Debtor:

(a) the New Debtor shall be, and shall be deemed for all purposes to be, a Debtor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Liens, as if the New Debtor had been, as of the date of this Supplement, an original signatory to the Security Agreement as a Debtor; and

(b) all Collateral of the New Debtor shall be subject to the Liens granted by the New Debtor as security for the due payment and performance of the Secured Liabilities of the New Debtor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing, the New Debtor, as general and continuing collateral security for the due payment and performance of its Secured Liabilities, pledges, mortgages, charges and assigns (by way of security) to the Creditor, and grants to the Creditor a security interest in, the Collateral of the New Debtor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. The New Debtor represents and warrants to the Creditor that each of the representations and warranties made or deemed to have been made by the New Debtor under the Security Agreement as a Debtor are true and correct on the date of this Supplement.

4. All of the information set out in Schedule A to this Supplement with respect to the New Debtor is accurate and complete as of the date of this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Debtor coming into the possession of the Creditor, this Supplement and the Security Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Debtor free from any promise or condition affecting or limiting the liabilities of the New Debtor. No statement, representation, agreement or promise by any officer, employee or agent of the Creditor or the Creditor, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Debtor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of the New Debtor under this Supplement and the Security Agreement.

6. Delivery of an executed signature page to this Supplement by the New Debtor by facsimile or other electronic transmission shall be as effective as delivery by the New Debtor of a manually executed copy of this Supplement by the New Debtor.

7. This Supplement shall be governed by and construed in accordance with the laws of the State of Arkansas.

8. This Supplement and the Security Agreement shall be binding upon the New Debtor and its successors. The New Debtor shall not assign or delegate any of its rights or obligations under this Supplement or the Security Agreement, or any of its interests in this Supplement or the Security Agreement.

IN WITNESS WHEREOF the undersigned has caused this Supplement to the Security Agreement to be duly executed as of the ____ day of _____, _____.

[NEW DEBTOR]

By: _____
Name:
Title:

SCHEDULE A

DEBTOR INFORMATION

Full legal name: Natural Outcomes, LLC

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office and mailing address:

Addresses of all places where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Description of all "serial number" goods (i.e. motor vehicles, trailers, aircraft, boats and outboard motors for boats):

Description of all material Permits:

Instruments, Documents and Chattel Paper of the New Debtor:

Commodity Accounts:

Commodity Intermediary	Commodity Account Number	Commodity Intermediary's Jurisdiction	Commodity Contracts

Registered trademarks and applications for trademark registrations:

Country	*Trademark*	*Application No.*	*Application Date*	*Registration No.*	*Registration Date*	*Licensed to or by Debtor*
						[Y/N][2]

Patents and patent applications:

Country	*Title*	*Patent No.*	*Application Date*	*Date of Grant*	*Licensed to or by Debtor*
					[Y/N]

Copyright registrations and applications for copyright registrations:

Country	*Work*	*Application No.*	*Application Date*	*Registration No.*	*Licensed to or by Debtor*
					[Y/N]

Industrial designs/registered designs and applications for registered designs:

Country	*Design*	*Application No.*	*Application Date*	*Registration No.*	*Issue Date*	*Licensed to or by Debtor*
						[Y/N]

Deposit Accounts:

Name of Depositary Bank	*Account Number*	*Account Name*

Commercial Tort Claims:

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[2] If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

This is Exhibit "Y" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

BOND PLEDGE AND SECURITY AGREEMENT

This Bond Pledge and Security Agreement (this "Agreement") is dated as of December 27, 2019 and is entered into by **NATURAL OUTCOMES, LLC**, an Arkansas limited liability company (the "Bondholder"), to and in favor of **BANK OF MONTREAL** (the "Lender").

WHEREAS, Lender has extended credit to Structurlam Mass Timber U.S., Inc. (the "Borrower") pursuant to the provisions of an amended and restated credit agreement dated as of December 3, 2019, (the "Loan Agreement", and together with all other documents referenced therein or otherwise pertaining thereto (collectively, the "Loan Documents"); and

WHEREAS, the Bondholder is an affiliate of the Borrower and the Borrower has arranged for certain loan proceeds under the Loan Agreement to be available from time to time to the Bondholder to purchase a draw-down industrial revenue bond (defined below as the "Bond") that will finance a substantial industrial project in Conway, Arkansas to be leased by the Borrower; and

WHEREAS, in recognition of the substantial and valuable monetary and other consideration received by the Bondholder by the extension of credit and in order to collateralize and secure repayment of all financial and other obligations owed to Lender under the Loan Documents, the Bondholder has agreed to pledge the Bond (defined below) to Lender and grant to Lender a lien and security interest in and to the Bond;

NOW, THEREFORE, in consideration of the foregoing and to induce the Lender to make the loan under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bondholder and the Lender hereby agree as follows:

ARTICLE I
DEFINED TERMS

Section 1.1 Recitals; Definitions. The foregoing recitals, including all terms defined therein, are incorporated herein and made a part hereof. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Loan Agreement.

(a) The following terms shall have the following meanings:

"Agreement" means this Bond Pledge and Security Agreement, as the same may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Bond" means that certain City of Conway, Arkansas Taxable Industrial Development Refunding Revenue Bond (Structurlam Mass Timber U.S., Inc. Project), Series 2019 in the aggregate principal amount not to exceed $75,000,000 that has been issued and delivered by Issuer pursuant to an ordinance adopted by the Issuer on December 10, 2018, and pursuant to the Indenture (as defined below), and all other documents referenced therein or otherwise pertaining to said bond issuance, along with all present and future right, title and interest of the Bondholder therein or thereto, as the same may be amended, modified,

supplemented, waived, restated, replaced and otherwise in effect from time to time, and any and all bonds or other instruments or obligations now or hereafter issued in replacement for, reissuance, subdivision, redenomination or renumbering of, or substitution for, any of the foregoing.

"Bond Documents" means, collectively, the Indenture, the Lease Agreement, the Bond Purchase Agreement, the PILOT, the Intercreditor Agreement and all other documents and agreements referenced therein or otherwise pertaining to the issuance and/or collateralization of the Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 27, 2019 between the Issuer and the Bondholder, as the same may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Bondholder" means Natural Outcomes, LLC, a Delaware limited liability company.

"Borrower" means Structurlam Mass Timber U.S., Inc a Delaware corporation.

"Collateral" collectively means:

(a) the Bond;

(b) all of the Bondholder's, claims, rights, powers, privileges, authority, options, security interests, liens and remedies under the Indenture, the Lease Agreement, the Bond Purchase Agreement, the PILOT, any of the other Bond Documents, any guarantee, security, mortgage or any other document or agreement in relation thereto, or at law, and all of the Bondholder's rights to exercise and enforce any right, power, remedy, authority, option and privilege of the Bondholder under any of the foregoing, in each case relating to the Bond, including, without limitation (in each case to the extent granted to bond holders under the Bond Documents):

(i) all rights of access and inspection to and use of all books and records, including computer software and computer software programs, of the Issuer or;

(ii) all voting rights in respect of the Bond, including, without limitation, any power to terminate, cancel or modify, or consent to the termination, cancelation or modification or, any document or agreement, to execute any instruments or to take any and all other action on behalf of and in the name of the Bondholder in respect of the Bond (or the Indenture, the Bond Purchase Agreement or any of the other Bond Documents in relation to the Bond), to make determinations, to exercise any election (including, without limitation, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with the full power and authority to demand, receive, enforce,

collect or receipt for any of the foregoing or for any assets, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing;

(c) all present and future claims, if any, of the Bondholder against the Issuer or any other person, whether for moneys owing, for services rendered, for breach of contract or of fiduciary or other duties or otherwise, in relation to the Bond (or in relation to the Indenture, the Bond Purchase Agreement or any of the other Bond Documents with respect to the Bond);

(d) all payments of principal, interest, dividends, distributions, sinking fund payments, voluntary redemptions, fees, returns of investment, cash, instruments and other property from time to time received, receivable or otherwise distributable or distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received or receivable in respect of, the Bond (and under the Indenture, the Bond Purchase Agreement or any of the other Bond Documents with respect to the Bond), including funds in transit; and

(e) all products and proceeds derived from the liquidation of the Trust Estate (as defined in the Indenture) that secures and collateralizes repayment of the Bond.

"Event of Default" has the meaning set forth in the Loan Agreement.

"Intercreditor Agreement" means that certain Intercreditor Agreement dated December 27, 2019 by and between the Issuer, the Lender, the Borrower, Structurlam Mass Timber Corporation; SLP Holdings LTD, the Bondholder and the Trustee, as amended, modified, supplemented, restated and otherwise in effect from time to time.

"Indenture" means the Trust Indenture dated as of December 27, 2019, between the Issuer and the Trustee, providing for the issuance by the Issuer of certain bonds from time to time as more fully described therein, including, without limitation the Bond, including all supplements thereto, whether heretofore or hereafter entered into, as said Indenture may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Issuer" means the City of Conway, Arkansas.

"Lease Agreement" means the Lease Agreement dated as of December 27, 2019, by and between the Issuer, as lessor, and the Borrower, as lessee.

"Obligations" shall mean all unpaid principal and accrued but unpaid interest owed under and evidenced by the Debt as defined in the Loan Agreement, along with all other financial obligations and liabilities, whether direct, contingent or otherwise, whether for principal, interest, fees, indemnities, costs, expenses or otherwise, now or hereafter arising under the Loan Documents.

"PILOT" means the Agreement for Payments in Lieu of Taxes, dated as of December 27, 2019, by and between the Issuer and the Borrower.

"Project" means the substantial industrial project, Conway, Arkansas, as defined and identified in the Lease Agreement.

"Trustee" means Simmons Bank, Pine Bluff, Arkansas as Trustee under the Indenture or any successor trustee under the Indenture.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Arkansas.

ARTICLE II
GRANT OF SECURITY INTEREST AND ASSIGNMENT OF VOTING RIGHTS

Section 2.1 Grant of Security Interest in Collateral. In order to collateralize and secure Borrower's payment and performance of the Obligations along with any and all other liabilities and that are set forth in the Loan Documents (whether at stated maturity, by acceleration or otherwise), the Bondholder hereby pledges, assigns, mortgages, and hypothecates to the Lender, and grants to the Lender a lien on, security interest in and right of set-off against all of its right, title and interest in, to and under the Collateral, and all products, proceeds and replacements therefrom.

Section 2.2 Security Interest Absolute. All rights of the Lender hereunder, the security interest in the Collateral and all Obligations of the Bondholder hereunder shall be absolute and unconditional and remain in full force and effect without regard to and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Borrower, the Bondholder or any other person, (b) any lack of validity or enforceability of the Loan Documents, any note or any other agreement or instrument relating to any of the foregoing, (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver or any consent to any departure from the Loan Documents, or any other agreement or instrument, (d) any exchange, release or non-perfection of any lien on any other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (e) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or the Bondholder in respect of the Obligations or this Agreement. In no event shall the Lender be obligated to exercise any right or remedy against any other person obligated with respect to, or any other collateral security for, the Obligations prior to exercising its rights with respect to the Collateral.

Section 2.3 Assignment of Voting Rights. The Bondholder hereby assigns to the Lender outright all voting rights and all rights to grant consents, approvals, waivers and other actions under the Bond and the other Collateral. Such assignment shall be irrevocable so long as any of the Obligations remain outstanding. The Lender shall have the right to exercise such voting and other rights irrespective of whether an Event of Default has occurred and is continuing, and irrespective of whether the Lender has commenced the exercise of its remedies in the Collateral. To the extent that the Issuer or the Trustee declines to recognize the Lender as

being entitled to vote and take such other actions, the Bondholder hereby agrees to vote and to take such actions solely as and when instructed by the Lender and in accordance with such instructions. The Bondholder has heretofore delivered to the Lender that Irrevocable Proxy, substantially in the form of Exhibit A.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into the Loan Agreement and to make the loan thereunder, the Bondholder hereby represents and warrants each of the following to the Lender:

Section 3.1 Enforcement. No permit, notice to or filing with any governmental authority or any other person or any consent from any person is required for the exercise by the Lender of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the disposition of any Collateral, except as may be required in connection with the disposition of any portion of the Collateral (a) by laws affecting the offering and sale of securities generally or (b) by federal, state or municipal laws affecting the transfer of assets of the Project that secure the Bond and the Indenture (to the extent that the Collateral includes any rights in any such assets).

Section 3.2 Delivery of Collateral. The Bondholder has delivered to the Lender the sole original of the Bond and all instruments and other writings evidencing the Bond existing on the date hereof. The Bondholder has heretofore delivered to the Lender at least one allonge, bond power or other endorsement, substantially in the form of Exhibit B, in relation to each item of Collateral, executed in blank.

ARTICLE IV
COVENANTS

The Bondholder agrees with the Lender to perform each of the following covenants, as long as any Obligation remains outstanding:

Section 4.1 Maintenance of Perfected Security Interest; Further Documentation and Consents. The Bondholder shall maintain the security interest in the Collateral created by this Agreement as a perfected security interest having the first priority and shall defend such security interest and such priority against the claims and demands of all persons.

Section 4.2 Changes in Locations, Name, Etc. Except upon 30 days' prior written notice to the Lender and delivery to the Lender of (a) all documents reasonably requested by the Lender to maintain the validity, perfection and first priority of the security interests provided for herein, the Bondholder shall not do any of the following:

(i) change its jurisdiction of organization or its location; or

(ii) change its legal name or organizational identification number, if any, or existence as a corporation to such an extent that any financing statement filed in connection with this Agreement would become misleading.

Section 4.3 Collateral.

(a) Delivery of Collateral. The Bondholder shall deliver to the Lender, in suitable form for transfer and in form and substance reasonably satisfactory to the Lender, (i) immediately upon the Bondholder obtaining possession thereof, the Bond now or hereafter constituting Collateral and (ii) all certificates and instruments evidencing Collateral now or hereafter constituting Collateral.

(b) Assignment in Blank. Promptly upon request by the Lender therefor from time to time, the Bondholder shall execute and deliver to the Lender additional assignment agreements in relation to each item of property now or hereafter constituting Collateral.

(c) Further Acts. Promptly upon request by the Lender therefor from time to time, the Bondholder shall, and shall cause the Issuer and to, execute, deliver, register, record or otherwise deal in such further documents and do all other acts and things that the Lender may reasonably request in order to further effect the purposes of this Agreement. Such actions may include, without limitation, executing and delivering, and causing the Issuer and to execute and deliver, such acknowledgements and consents and such control agreements as the Lender may reasonably request, in each case in form and substance reasonably satisfactory to the Lender.

Section 4.4 Notices. The Bondholder shall promptly notify the Lender in writing of its acquisition of any interest hereafter in property that is Collateral under this Agreement.

ARTICLE V
REMEDIAL PROVISIONS

Section 5.1 Code and Other Remedies.

(a) UCC Remedies. During the continuance of an Event of Default, the Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Obligation, all rights and remedies of a Lender under the UCC as in effect in any applicable jurisdiction or under any other applicable law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, the Lender may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Bondholder or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by applicable law), during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving the Bondholder or any other person notice or opportunity for a hearing on the Lender's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) transfer, grant option or option to purchase and deliver, or otherwise accomplish a disposition of any Collateral (and enter into contractual obligations to do any of the foregoing), in one or more parcels or assets at public or private sale or sales, at any exchange, broker's board or office of the Lender or

elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable requirements of law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of the Bondholder, which right or equity is hereby waived and released. In connection with any disposition of Collateral, the Lender may fill in any blank information in any allonge, bond power or other endorsement. The Lender also may, in accordance with the UCC, accept the Collateral in full or partial satisfaction of the Obligations.

(c) Management of the Collateral. The Bondholder further agrees, that, during the continuance of any Event of Default, (i) at the Lender's request, it shall assemble the Collateral and make it available to the Lender at places that the Lender shall reasonably select, whether at the Bondholder's premises or elsewhere, (ii) without limiting the foregoing, the Lender also has the right to require that the Bondholder store and keep any Collateral pending further action by the Lender and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Lender is able to accomplish a disposition any Collateral, the Lender shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Lender and (iv) the Lender may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Lender's remedies, with respect to such appointment without prior notice or hearing as to such appointment. The Lender shall not have any obligation to the Bondholder to maintain or preserve the rights of the Bondholder as against third parties with respect to any Collateral while such Collateral is in the possession of the Lender.

(d) Transfer of Registration. During the continuance of any Event of Default, the Lender shall have the right, at any time in its discretion and without notice to the Bondholder, to (i) transfer to or to register in its name or in the name of its assignees or nominees any Collateral and (ii) exchange any certificate or instrument representing or evidencing any Collateral for certificates or instruments of smaller or larger denominations.

(e) Application of Proceeds. The Lender shall apply the proceeds of any action taken by it pursuant to this Section, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Lender, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, as set forth in the Loan Documents, and only after such application and after the payment by the Lender of any other amount required by any requirement of law, need the Lender account for the surplus, if any, to the Bondholder.

(f) Direct Obligation. The Lender shall not be required to make any demand upon, or pursue or exhaust any right or remedy against the Bondholder or any other person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any collateral therefor or any direct or indirect guarantee thereof. All of the rights and remedies of the Lender under this Agreement shall be cumulative, may be exercised individually

or concurrently and not exclusive of any other rights or remedies provided by any requirement of law. To the extent it may lawfully do so, the Bondholder absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Lender, any valuation, stay, appraisement, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(g) Commercially Reasonable. To the extent that applicable requirements of law impose duties on the Lender to exercise remedies in a commercially reasonable manner, the Bondholder acknowledges and agrees that it is not commercially unreasonable for the Lender to do any of the following:

(i) fail to incur significant costs, expenses or other liabilities reasonably deemed as such by the Lender, to perform the obligations of the Bondholder under any Collateral Document, to prepare any Collateral for disposition or to enforce the rights of the Bondholder in the Collateral;

(ii) fail to obtain permits, or other consents, for access to any Collateral to dispose or for the collection or disposition of any Collateral, or, if not required by other requirements of law, fail to obtain permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other persons obligated on any Collateral or to remove liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature or to contact other persons, whether or not in the same business as the Bondholder, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature or, to the extent deemed appropriate by the Lender, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Lender in the collection or disposition of any Collateral, or utilize internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) dispose of assets without recourse, representation or warranty of any kind, or disclaim any disposition warranties, such as title or possession;

(viii) effect or fail to effect a registration of the Collateral as contemplated herein; or

(ix) purchase insurance or credit enhancements to insure the Lender against risks of loss, collection or disposition of any Collateral or to provide to the Lender a guaranteed return from the collection or disposition of any Collateral.

The Bondholder acknowledges that the purpose of this Section is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by the Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Bondholder or to impose any duties on the Lender that would not have been granted or imposed by this Agreement or by applicable requirements of law in the absence of this Section.

(h) Rights of Transferee after Foreclosure. Without limiting the generality of any of the foregoing provisions, upon the occurrence and during the continuance of an Event of Default and the lawful exercise of remedies hereunder, to the fullest extent that the Lender wishes and, if applicable, to the fullest extent so agreed with any assignee or other transferee of any of the Collateral, the Lender shall be entitled to exercise all of the rights of the Bondholder in such portion of Collateral, and an assignee of such portion of the Collateral shall become a holder of such Collateral to the same extent as the Bondholder and with respect to the Bond or the portion thereof so assigned, be entitled to participate in vote and otherwise participate in decisions with respect to the Bond. Upon the sale or other disposition by the Lender of any portion of the interest of the Bondholder in the Bond, the Bondholder shall, by operation of law, cease to be a holder of such portion of the Bond.

Section 5.2 Proceeds to be Turned over to and Held by the Lender. At any time when an Event of Default has occurred and is continuing, all proceeds of any Collateral received by the Bondholder hereunder in cash or cash equivalents shall be held by the Bondholder in trust for the Lender, segregated from other funds of the Bondholder, and shall, promptly upon receipt by the Bondholder, be turned over to the Lender in the exact form received (with any necessary endorsement). All such proceeds of Collateral and any other proceeds of any Collateral received by the Lender in cash or cash equivalents shall be held by the Lender in an account of the Lender designated for this purpose. All proceeds being held by the Lender in such account (or by the Bondholder in trust for the Lender) shall continue to be held as collateral security for the Obligations and shall not constitute payment thereof until applied as provided in the Loan Documents.

Section 5.3 Deficiency. The Bondholder shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Obligations and any enforcement costs incurred by the Lender to collect such deficiency.

Section 5.4 Access to Books and Records. The Bondholder shall cause copies of its books and records to the extent relating to the Collateral (along with any and all due diligence materials and correspondence files received or held or available to the Bondholder with respect to the Collateral) to be made available or delivered to the Lender or its designees and their

respective employees, officers, agents and advisers at any reasonable time upon reasonable prior notice by the Lender, and shall permit the Lender to audit such books and records to the extent relating to the Collateral.

ARTICLE VI
LENDER

Section 6.1 Lender's Appointment as Attorney-in-Fact.

(a) The Bondholder hereby irrevocably constitutes and appoints the Lender and any affiliate thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Bondholder and in the name of the Bondholder or in its own name, for the purpose of carrying out the terms of this Agreement and the Loan Documents, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of this Agreement, the Loan Documents and the Bond Documents, and, without limiting the generality of the foregoing, the Bondholder hereby gives the Lender and its affiliates the power and right, on behalf of the Bondholder, without notice to or assent by the Bondholder, to do any of the following when an Event of Default has occurred and is continuing:

(i) in the name of the Bondholder, in its own name or otherwise, take possession of and endorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) pay or discharge taxes and liens levied or placed on or threatened against any Collateral;

(iii) execute, in connection with any sale provided for herein, any document to effect or otherwise necessary or appropriate in relation to evidence the transfer or disposition of any Collateral;

(iv) in the name of the Bondholder, (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Lender or as the Lender shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (D) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against the Bondholder with respect to any Collateral, (E) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as the Lender may deem appropriate, and (F) generally, transfer, dispose, grant a lien on, make

any contractual obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes and do, at the Lender's option, at any time or from time to time, all acts and things that Lender deems necessary to protect, preserve or realize upon any Collateral and the Lender's security interests therein and to effect the intent of the Loan Documents or this Agreement, all as fully and effectively as the Bondholder might do; and/or

(v) upon any disposition of any Collateral, in the name of the Bondholder, fill in the information left blank in any applicable allonge, bond power or other endorsement, and deliver such allonge, bond power or endorsement to the acquirer of such Collateral, or with respect to any Collateral, execute and deliver on behalf of the Bondholder any other assignment agreement relating to the disposition of such Collateral, in such form as the Lender may see fit.

(b) If the Bondholder fails to perform or comply with any term, covenant or other provision contained herein required for the maintenance, perfection or priority of the security interests in the Collateral intended to be created hereunder, the Lender, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such term, covenant or provision.

(c) The reasonable expenses of the Lender incurred in connection with actions undertaken as provided in this Section, together with interest thereon at a rate set forth in the Loan Agreement, from the date of payment by the Lender to the date reimbursed by the Bondholder, shall be payable by the Bondholder to the Lender on demand.

(d) The Bondholder hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 6.2 Authorization to File Financing Statements. The Bondholder authorizes the Lender, at any time and from time to time, to file or record or cause the filing or recordation of financing statements and all amendments thereto and continuations thereof, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Lender reasonably determines appropriate to perfect the security interests of the Lender under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. The Bondholder also hereby ratifies its authorization for the Lender to have filed any initial financing statement or amendment thereto under the UCC (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 6.3 Duty; Obligations and Liabilities.

(a) Duty of Lender. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Lender deals with similar property for its own account. The powers conferred on the Lender hereunder are solely to protect the Lender's interest in the Collateral and

shall not impose any duty upon the Lender to exercise any such powers. The Lender shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its affiliates' officers, directors, shareholders, members, employees, agents, advisors (collectively, "Related Persons") shall be responsible to the Bondholder for any act or failure to act hereunder, except as to the gross negligence or intentional misconduct of Lender or any Related Persons. In addition, the Lender shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any custodian, securities intermediary, transfer agent, receiver, trustee or other bailee if such person has been selected by the Lender in good faith.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Reinstatement. The Bondholder agrees that, if any payment made by the Bondholder or other person and applied to the Obligations is at any time rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, then the security interests provided for in and other provisions of this Agreement shall be automatically reinstated.

Section 7.2 Release of Collateral. The Collateral shall be released from the security interest, lien and assignment created hereby and this Agreement only upon the indefeasible payment in full of the Obligations and all other amounts owing to the Lender thereunder and under the Loan Documents. Upon the release or deemed release of any security interest, lien or assignment as provided for in this Section, the Lender shall, at the expense of the Bondholder, (i) with respect to such security interest, as applicable, execute, deliver and record such UCC-3 terminations or amendments and other documents as the Bondholder may reasonably request to further effect and/or confirm such release (it being understood that, regardless of delivery of any instrument or performance of any act by any party, all rights to the Collateral shall revert to the Bondholder upon the release or deemed release of any lien as provided in this Section) and (ii) deliver to the Bondholder any Collateral held by the Lender hereunder.

Section 7.3 Independent Obligations. The Obligations of the Bondholder hereunder are independent of and separate from the Obligations of the Bondholder or the Borrower under the Loan Documents and the Bond Documents. Upon any Event of Default, the Lender may, at its sole election, proceed directly and at once, without notice, against the Bondholder, the Borrower any other person, any of the Collateral hereunder, or any other collateral granted by any other person, without first proceeding against any other person or any other collateral and without first joining any other person in any proceeding.

Section 7.4 No Waiver by Course of Conduct. The Lender shall not by any act (except by a written instrument pursuant to the following Section), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in an Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Lender would otherwise have on any future occasion.

Section 7.5 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Bondholder and the Lender.

Section 7.6 Notices. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including electronic or facsimile communication) and mailed, e-mailed, facsimiled or delivered: if to the Bondholder or the Lender, at its address specified in the Loan Agreement or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and communications shall, when mailed, facsimiled, or sent by overnight courier, be effective when received.

Section 7.7 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Bondholder and shall inure to the benefit of the Lender and its successors and assigns permitted under the Loan Agreement; provided, however, that the Bondholder may not assign, transfer, dispose or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender, and any purported assignment, transfer, disposition or delegation without such consent shall be void.

Section 7.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7.9 Severability. Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

Section 7.10 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arkansas.

Section 7.11 Jurisdiction.

(a) Any legal action or proceeding against the Bondholder with respect to this Agreement may be brought in any court or courts of competent jurisdiction as the Lender may select in its sole discretion, and, by execution and delivery of this agreement, the Bondholder hereby irrevocably accepts, for the benefit of the Lender, for itself and in respect of its Properties, generally and unconditionally, the non-exclusive jurisdiction of each of the aforesaid courts.

(b) The Bondholder irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof, to the extent permitted under applicable law, by registered or certified mail, postage prepaid, to

such Bondholder at its address set forth in the Intercreditor Agreement, such service to become effective upon receipt.

(c) Nothing herein shall affect the right of the Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any other party hereto in any other jurisdiction.

(d) The Bondholder hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in this Section above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 7.12 Waiver of Jury Trial. Each party hereto hereby irrevocably waives trial by jury in any suit, action or proceeding with respect to, or directly or indirectly arising out of, under or in connection with, this Agreement or the transactions contemplated therein or related thereto (whether founded in contract, tort or any other theory). Each party hereto (A) certifies that no other person has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other parties hereto have been induced to enter into this agreement by the mutual waivers and certifications in this Section.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

BONDHOLDER:

NATURAL OUTCOMES, LLC

By: _____

Name: Hardy Wentzel

Title: Manager

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

LENDER:

BANK OF MONTREAL

By: _____

Name: Alex Melnikov

Title: Director
Canadian Commercial Banking

EXHIBIT A

FORM OF
IRREVOCABLE PROXY

The undersigned **NATURAL OUTCOMES, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, the "Bondholder"), hereby absolutely, irrevocably and unconditionally appoints **BANK OF MONTREAL** (together with its successors and assigns, the "Lender"), as proxy with full power of substitution, and hereby authorizes the Lender to represent the Bondholder and to make all decisions, grant or withhold all waivers, consents and amendments and otherwise vote all of the interests of the Bondholder in, to and under the following property:

1. the Taxable Industrial Development Refunding Revenue Bond (Structurlam Mass Timber U.S., Inc. Project), Series 2019 of the City of Conway, Arkansas (the "Issuer") pursuant to the Indenture, and any and all bonds or other instruments or obligations now or hereafter issued in replacement for, reissuance, subdivision, redenomination or renumbering of, or substitution for, any of the foregoing (the "Bond"); and

2. all of the Bondholder's claims, rights, powers, privileges, authority, options, security interests, liens and remedies under the Indenture, the Bond Purchase Agreement, any of the other Bond Documents, any guarantee, security, mortgage or any other document or agreement in relation thereto, or at law, and all of the Bondholder's rights to exercise and enforce any right, power, remedy, authority, option and privilege of the Bondholder under any of the foregoing, in each case relating to the Bond.

The proxy conferred hereby shall include, without limitation:

1. all of the Bondholder's rights of access and inspection to and use of all books and records, including computer software and computer software programs, of the Trustee; and

2. all voting rights in respect of the Bond, including, without limitation, any power to terminate, cancel or modify, or consent to the termination, cancelation or modification or, any document or agreement, to execute any instruments or to take any and all other action on behalf of and in the name of the Bondholder in respect of the Bond (or the Indenture, the Bond Purchase Agreement or any of the other Bond Documents in relation to the Bond), to make determinations, to exercise any election (including, without limitation, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with the full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any assets, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing.

As used in this Proxy, the following terms have the following meanings:

"Bond Documents" means, collectively, the Indenture, the Bond Purchase Agreement, the Intercreditor Agreement, and each other agreement or instrument heretofore or hereafter from time to time entered into or issued under or in connection with any of the foregoing, in each case as amended, modified, supplemented restated and otherwise in effect from time to time.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 27, 2019 between the Issuer and the Bondholder, in its capacity as the initial purchaser of the Bond, as the same may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Indenture" means the Trust Indenture, dated as of December 27, 2019, granted by the Issuer in favor of the Simmons Bank, Pine Bluff, Arkansas in its capacity as the initial trustee, providing for the issuance by the Issuer of certain bonds from time to time, including, without limitation the Bond, including all supplements thereto, whether heretofore or hereafter entered into, as said Indenture may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Intercreditor Agreement" means that certain Intercreditor Agreement dated December 27, 2019 by and between the Issuer, the Lender, the Borrower, Structurlam Mass Timber Corporation; SLP Holdings LTD, the Bondholder and the Trustee, as amended, modified, supplemented, restated and otherwise in effect from time to time.

This proxy is coupled with an interest and shall be irrevocable.

(Signature Page Follows)

Date: December 27, 2019

NATURAL OUTCOMES, LLC, Bondholder

By: _____

Name: Hardy Wentzel

Title: Manager

ACKNOWLEDGED:

The undersigned hereby acknowledges receipt of the foregoing and agrees to recognize the powers granted therein and further agrees to recognize such powers in the event the undersigned shall be in possession of the Bond as a custodian thereof:

Simmons Bank, Trustee

By: _____

Name: Glenda Dean
Title: Senior Vice President and Corporate Trust Manager

EXHIBIT B

FORM OF
ENDORSEMENT ALLONGE
AND BOND POWER

FOR VALUE RECEIVED, Natural Outcomes, LLC hereby irrevocably and unconditionally sells, assigns and transfers to the order of Bank of Montreal and assigns the Taxable Industrial Development Refunding Revenue Bond (Structurlam Mass Timber U.S., Inc. Project), Series 2019 of the City of Conway (the "Issuer") issued under the Trust Indenture dated December 27, 2019 and supplements thereto, granted by the Issuer in favor of Simmons Bank, as Trustee (the "Trustee") in the original aggregate principal amount not to exceed US $75,000,000 (the "Bond"), and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books of the Trustee with full power of substitution.

Dated: December 27, 2019.

NATURAL OUTCOMES, LLC

By: _____

Name: Hardy Wentzel

Title: Manager

This is Exhibit " Z " referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

L201919704
CERTIFICATE OF RECORD
FAULKNER CO. AR FEE $175.00
RECORDED: 12/27/2019 03:33:55 PM
CRYSTAL TAYLOR
CIRCUIT CLERK
BY: LIZ BAUMGARTNER, D.C.
DEPUTY CLERK
MORTGAGE
33 Pages

This Instrument Prepared By:
James M. Fowler, Jr.
Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, Arkansas 72201

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

This LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (the "Leasehold Mortgage") is dated as of December 27, 2019 and is executed and entered into by and between **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation, whose address is 2176 Government Street, Penticton, BC, Canada V2A 8B5 (the "Borrower"); and **Bank of Montreal**, whose principal place of business is 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC, Canada V7X 1L7, its successors and assigns (the "Lender").

WHEREAS, Pursuant to that certain amended and restated letter agreement captioned "Senior Secured Credit Facilities" dated December 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Structurlam Mass Timber Corporation, and SLP Holdings LTD. (collectively, the "Obligors"), and the Lender, the Lender has advanced funds or agreed to advance funds to Obligors; and

WHEREAS, All of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Obligors to the Lender under, pursuant or relating to the Credit Agreement, and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including, without limitation, all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Obligors or any of them under the Credit Agreement and any extensions, renewals or modifications of any of the above are hereinafter sometimes referred to collectively as the "Obligations"; and

WHEREAS, repayment of the Obligations is evidenced, secured and collateralized by, among other things, the Credit Agreement; this Leasehold Mortgage; and other documents given by the Borrower or its affiliates in favor of the Lender of even date herewith including: the Construction Mortgage, Security Agreement, Fixture Filing, and Assignment of Rents and Leases, the Bond Pledge and Security Agreement; the Collateral Assignment of Option Rights; and all other documents referenced therein or otherwise pertaining thereto (collectively, along with all amendments and modifications thereto and other documents executed in the future in connection with the Loan, the "Loan Documents"); and

THE FINAL MATURITY DATE OF THE INDEBTEDNESS SECURED HEREBY IS December 31, 2039, UNLESS SUCH MATURITY DATE IS SOONER ACCELERATED IN ACCORDANCE WITH THE LOAN DOCUMENTS.

This Instrument Prepared By:
James M. Fowler, Jr.
Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, Arkansas 72201

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

This LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (the "Leasehold Mortgage") is dated as of December 27, 2019 and is executed and entered into by and between **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation, whose address is 2176 Government Street, Penticton, BC, Canada V2A 8B5 (the "Borrower"); and **Bank of Montreal**, whose principal place of business is 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC, Canada V7X 1L7, its successors and assigns (the "Lender").

WHEREAS, Pursuant to that certain amended and restated letter agreement captioned "Senior Secured Credit Facilities" dated December 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Structurlam Mass Timber Corporation, and SLP Holdings LTD. (collectively, the "Obligors"), and the Lender, the Lender has advanced funds or agreed to advance funds to Obligors; and

WHEREAS, All of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Obligors to the Lender under, pursuant or relating to the Credit Agreement, and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including, without limitation, all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Obligors or any of them under the Credit Agreement and any extensions, renewals or modifications of any of the above are hereinafter sometimes referred to collectively as the "Obligations"; and

WHEREAS, repayment of the Obligations is evidenced, secured and collateralized by, among other things, the Credit Agreement; this Leasehold Mortgage; and other documents given by the Borrower or its affiliates in favor of the Lender of even date herewith including: the Construction Mortgage, Security Agreement, Fixture Filing, and Assignment of Rents and Leases, the Bond Pledge and Security Agreement; the Collateral Assignment of Option Rights; and all other documents referenced therein or otherwise pertaining thereto (collectively, along with all amendments and modifications thereto and other documents executed in the future in connection with the Loan, the "Loan Documents"); and

THE FINAL MATURITY DATE OF THE INDEBTEDNESS SECURED HEREBY IS December 31, 2039, UNLESS SUCH MATURITY DATE IS SOONER ACCELERATED IN ACCORDANCE WITH THE LOAN DOCUMENTS.

WHEREAS, the Lender would not extend credit to the Borrower unless the Borrower secures and collateralizes all of its financial and other obligations that are identified within the Credit Agreement by means of the Borrower's execution and delivery of this Leasehold Mortgage to the Lender; and

WHEREAS, as evidenced by its signature below, the Borrower hereby certifies, affirms and attests that the Borrower will receive substantial and valuable monetary and other consideration as a result of its conveyance to the Lender of those liens and security interests that are set forth within this Leasehold Mortgage; and

WHEREAS, the Borrower has transferred title to the real estate, improvements, and personal property located on **EXHIBIT A** attached hereto to the City of Conway, Arkansas (the "City") in connection with an Agreement for Payment in Lieu of Taxes between the City and the Borrower of even date herewith and the related issuance by the City to Natural Outcomes, LLC, as purchaser, of the City of Conway, Arkansas, Taxable Industrial Development Revenue Bond (Structurlam Mass Timber U.S., Inc. Project) Series 2019 in the aggregate principal amount not to exceed $75,000,000.00 (the "Bond"); and

WHEREAS, Borrower has leased such real estate, improvements, and personal property from the City pursuant to a Lease Agreement of even date herewith (the "PILOT Lease");

NOW, THEREFORE, in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE 1
GRANTS OF SECURITY

Section 1.1 Project Mortgaged. The Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to the Lender and grant a security interest to the Lender all of the Borrower's interest in the PILOT Lease together with all of the Borrower's rights, interests, options, and estates created by virtue of the PILOT Lease now owned, and hereafter acquired by or demised to the Borrower which are defined in the PILOT Lease as the "Project" including but not limited to:

(a) Buildings. The buildings or additions to buildings and fixtures and all other facilities and improvements forming a part of the Project, and not constituting part of the Leased Equipment, which exist or are envisioned by the Pilot Lease to be situated on the Land, as they may at any time exist (the "Buildings"): and

(b) Land. That leasehold interest related to that real property that is more fully specified and described in **EXHIBIT A**, attached hereto (the "Land"); and

(c) Leased Equipment. Those items of machinery, equipment, furniture and furnishings described in **EXHIBIT B** attached hereto (as it may be amended from time to time), and maintenance and repair parts related thereto, acquired and

installed in the Buildings or elsewhere on the Land with proceeds from the sale of the Bond (or reimbursed with proceeds from the sale of the Bond), and any item of machinery, equipment, furniture or furnishings acquired and installed in the Buildings or elsewhere on the Land in substitution therefor pursuant to the PILOT Lease (the "Leased Equipment"); and

(d) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Project, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right) or for a change of grade, access, or for any other injury to or decrease in the value of the Project; and

(e) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies which are due the Borrower covering the Project, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Project; and

(f) Conversion. All proceeds of the voluntary or involuntary conversion of the Project, including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; and

(g) Rights. The right, in the name and on behalf of the Borrower while an Event of Default (defined in Article 8) remains uncured, to commence any action or proceeding to protect the interest of the Borrower in the Project and to appear in and defend any action or proceedings brought with respect to the Project; and

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, by the Borrower, including all management, maintenance and service contracts, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Project and any part thereof or respecting any business or activity conducted at the Project, and any part thereof and all right, title and interest of the Borrower therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to the Borrower thereunder; and

(l) Intangibles. All of the Borrower's trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used solely in connection with the operation of the Project; and

(m) Other Rights. Any and all other rights of the Borrower in and to the items set forth in Subsections (a) through (l) above; all permits, plans, licenses, specifications, subdivision rights, preliminary and final plats, surveys, brochures, advertisements, security interests, contracts, contract rights, or other rights which

may affect or otherwise relate to the premises; all rights, waivers, privileges, prescriptions, accretions, and advantages which belong to or pertain to the premises; and all other interests of every kind and character which the Borrower now has or may hereafter acquire in and to the Project and rights therein described above and, in and to all property, tangible and intangible, which is used in connection with the operation of the Project including, but not limited to, maintenance and service contracts, licenses, and permits by governmental authorities; and

(n) Options Within PILOT Lease. Any and all options, rights and entitlements of every nature (including, without limitation, all extraordinary redemption rights, and options to acquire property prior to and upon the payoff of bonded indebtedness) that are set forth and specified in Article XI (and elsewhere within) of the PILOT Lease,

Section 1.2 Assignment of Leases and Rents. The Borrower hereby absolutely and unconditionally assigns to the Lender the Borrower's right, title and interest in and to the PILOT Lease and all rents and subleases related to the Project. The Borrower intends this assignment as a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 1.2, the Borrower grants to the Lender a revocable license to collect and receive the rents and other distributions in the ordinary course of the Borrower's business. The Borrower shall hold a portion of the rents sufficient to discharge all current sums due on the Debt (defined in Section 2.1), for use in the payment of such sums.

Section 1.3 Security Agreement. This Leasehold Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Arkansas Uniform Commercial Code. The Project includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Borrower in the Project. By executing and delivering this Leasehold Mortgage, the Borrower hereby grants to the Lender, as security for the Debt (defined in Section 2.1), a security interest in personal property and fixtures to the full extent that the Project may be subject to the Arkansas Uniform Commercial Code.

Section 1.4 Pledge of Monies Held. The Borrower hereby pledges to the Lender any and all monies now or hereafter held by the Lender, including, without limitation, any sums deposited in the Escrow Fund (defined in Section 3.4), and any and all other proceeds of whatever nature including proceeds realized from insurance claims and eminent domain actions ("Net Proceeds") as additional security for the Obligations until expended or applied as provided in this Leasehold Mortgage.

TO HAVE AND TO HOLD the above granted and described Project unto and to the use and benefit of the Lender, and the successors and assigns of the Lender, forever;

PROVIDED, HOWEVER, that this conveyance and these presents are upon the express condition that, if Borrower shall pay to the Lender the Obligations and indefeasibly satisfy all other Obligations in full at the time and in the manner provided in the Credit Agreement, this Leasehold Mortgage, and the other Loan Documents, these presents and the estate hereby

granted shall cease, terminate, and be void, except that the Borrower's obligations created in **Articles 10 and 11** hereof shall continue.

The terms and conditions of the recitals identified above are hereby incorporated by this reference.

ARTICLE 2
DEBT AND OBLIGATIONS SECURED

Section 2.1 Debt. This Leasehold Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the following, in such order of priority as the Lender may determine in its sole discretion (collectively, the "Debt");

(a) the Obligations;

(b) the payment of interest, default interest, late charges and other sums, as provided in the Credit Agreement, this Leasehold Mortgage and any of the other Loan Documents;

(c) the payment of all sums advanced by the Lender to protect and preserve the Project and the lien and the security interest created hereby, including, but not limited to, payment of taxes, payments in lieu of taxes, assessments, insurance premiums, or other costs incurred for the protection of the Project, and costs and expenses incurred by the Lender in connection with the Debt or any part thereof, any renewal, extension, modification, consolidation, change substitution, replacement, restatement or increase of the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of the Borrower or the Lender; and

(e) the payment of all other sums of whatever nature which may be advanced by the Lender to the Borrower under the Credit Agreement, this Leasehold Mortgage and the other Loan Documents regardless of when such advance may be made, the amount of any such advance, or the means by which such advance is evidenced.

Section 2.2 Other Obligations. This Leasehold Mortgage and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (collectively, the "Other Obligations"):

(a) the performance of each obligation that has been guaranteed by the Borrower or other Obligors including those contained in the Credit Agreement in addition to the payment of the Debt;

(b) the performance of each obligation of the Borrower contained in any renewal, extension, modification, consolidation, change, substitution, replacement for, restatement or increase of all of any part of the Credit Agreement, this Leasehold Mortgage, or the other Loan Documents; and

(c) after the occurrence of an Event of Default, the payment of all appraisal, engineering, accounting, property management, legal and other fees and costs incurred by the Lender.

Section 2.3 Debt and Other Obligations. The Borrower's obligations to pay the Debt in a timely manner and to perform the Other Obligations in a timely manner together with the Obligations under the Credit Agreement may be collectively referred in this Leasehold Mortgage as the "Obligations."

Section 2.4 Payments. Unless payments are made in the required amount in immediately available funds at the place where payments under the Credit Agreement are payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by the Lender in funds immediately available at the place where payments under the Credit Agreement are payable and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by the Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. Time is of the essence in connection with the payment and the performance of Obligations hereunder. All payments shall be applied to the Lender expenses, interest, and principal and otherwise in accordance with the terms and conditions of the Credit Agreement.

ARTICLE 3
COVENANTS

All the covenants, conditions and agreements contained in the Credit Agreement, this Leasehold Mortgage, and all other Loan Documents now or hereafter executed by the Borrower and others in favor of the Lender in connection with the Credit Agreement are hereby made a part of this Leasehold Mortgage to the same extent and with the same force as if fully set forth herein. Additionally, the Borrower covenants and agrees that:

Section 3.1 Payment of Debt. The Borrower shall pay the Debt at the time and in the manner provided in the Credit Agreement, and in this Leasehold Mortgage.

Section 3.2 Insurance. The Borrower shall at all times insure that the Project carries liability insurance and flood insurance, if applicable, as required by the terms of the Credit Agreement and shall pay all insurance premiums ("Insurance Premiums") prior to becoming due. The Borrower shall provide the Lender with proof of insurance on an annual basis upon request, and shall additionally upon request, provide the Lender with a certificate of insurance from a nationally recognized insurance company certifying the existence of the required insurance, which without request shall additionally specify the Lender as a co-insured and co-loss payee thereon.

Section 3.3 Payment of Taxes, Etc.

(a) The Borrower shall pay by their due date all taxes, payments in lieu of taxes, assessments, governmental impositions, and other charges now and hereafter levied or assessed or imposed against the Project or any part thereof (the "Taxes"), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Project or any part thereof (the "Other Charges"), and all charges for utility services provided to the Project as same become due and payable. The Borrower will deliver to the Lender, promptly upon the Lenders's reasonable request, evidence reasonably satisfactory to the Lender that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. The Borrower shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Project. The Borrower shall furnish to the Lender as requested from time to time paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

(b) After prior written notice to the Lender, the Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that (1) no Event of Default has occurred and is continuing under the Credit Agreement, this Leasehold Mortgage or any of the other Loan Documents, (2) the Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Project, (3) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which the Borrower is subject and shall not constitute a default thereunder, (4) neither the Project nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, (5) the Borrower shall have set aside adequate reserves for the payment of the Taxes, together with all interest and penalties thereon, unless the Borrower has paid all of the Taxes under protest, and (6) the Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by the Lender to insure the payment of any contested Taxes, together with all interest and penalties thereon, taking into consideration the amount in the Escrow Fund available for the payment of Taxes.

Section 3.4 Escrow Fund. The Borrower shall pay all Taxes when due and provide the Lender with reasonable written proof of such payment. The Borrower shall pay all Insurance Premiums when due and shall provide the Lender reasonable written proof of such payment. Upon the occurrence of an Event of Default, the Borrower, may be required to establish an Escrow Fund (defined below) with the Lender, its assigns or designees sufficient to discharge the Borrower's obligations for the payment of all operating and maintenance costs, deferred maintenance costs or other costs as specified by the Lender (the "Escrow Fund"). The Borrower agrees to notify the Lender immediately of any changes to the amounts, schedules and instructions for payment of any Taxes and Insurance Premiums of which it has obtained knowledge and authorizes the Lender or its agent to obtain the bills for Taxes and Other Charges directly from the appropriate tax authority. The Escrow Fund shall not constitute a trust fund and may not be commingled with other monies held by the Lender. Unless otherwise required by Applicable Law (defined in Section 3.8), no earnings or interest on the Escrow Fund shall be payable to the Borrower.

Section 3.5 Condemnation. The Borrower shall promptly give the Lender notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to the Lender copies of any and all papers served in connection with such proceedings. The Lender may participate in any such proceedings to the extent permitted by law and upon an Event of Default, the Borrower shall deliver to the Lender all instruments reasonably requested by it to permit such participation. The Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with the Lender, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), the Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Credit Agreement, and in this Leasehold Mortgage. Upon the occurrence of an Event of Default, the Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Credit Agreement, if awarded. If the Project or any portion thereof is taken by the power of eminent domain, the Borrower shall promptly commence and diligently prosecute the restoration of the Project in accordance with Section 4.2 of this Leasehold Mortgage after receiving all condemnation proceeds from the Lender or otherwise. The Lender agrees to promptly deliver to the Borrower any and all condemnation proceeds received for the purpose of restoring the Project. If the Project is sold, through foreclosure or otherwise, prior to the receipt by the Lender of the award or payment, the Lender shall have the right, whether or not a deficiency judgment on the Credit Agreement shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt, provided that any award or payment remaining after payment of the Debt shall be delivered to the Borrower.

Section 3.6 Maintenance of Project. The Borrower shall cause the Project to be maintained in a good and safe condition and repair. The Buildings and the Leased Equipment shall not be removed, demolished or materially altered (except for normal replacement or in the ordinary course of business) without the consent of the Lender, which shall not be unreasonably withheld, conditioned or delayed.

Section 3.7 Waste. The Borrower shall not commit or suffer any waste of the Project or make any change in the use of the Project which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Project, or take any action that might invalidate or give cause for cancellation of any insurance policy, or do or permit it be done thereon anything that may in any way impair the value of the Project or the security of this Leasehold Mortgage. The Borrower will not, without the prior written consent of the Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining and extraction thereof.

Section 3.8 Compliance with Laws. The Borrower hereby warrants and represents to the Lender as follows:

(a) The Borrower shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting the Project, or the use thereof ("Applicable Laws").

(b) The Borrower shall from time to time, upon the Lender's reasonable request, provide the Lender with evidence reasonably satisfactory to the Lender that the Project complies with all Applicable Laws or is exempt from the compliance with Applicable Laws.

(c) The Borrower shall give prompt notice to the Lender of the receipt by the Borrower of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations that relate to compliance with Applicable Laws.

(d) After prior written notice to the Lender, the Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the Applicable Laws affecting the Project, provided that (1) no Event of Default has occurred and is continuing under the Credit Agreement, this Leasehold Mortgage or any of the other Loan Documents; (2) the Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Project; (3) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which the Borrower is subject and shall not constitute a default thereunder; (4) neither the Project nor any part thereof or interest therein nor any of the tenants or occupants thereof shall be affected in any material adverse way as a result of such proceeding; and (5) the Borrower shall have furnished to the Lender all other items reasonably requested by the Lender relating to said contest.

Section 3.9 Books and Records; Inspection.

(a) The Borrower shall cause to be kept adequate books and records of account in accordance with methods acceptable to the Lender in its reasonable discretion, consistently applied, and shall furnish to the Lender financial statements of Borrower as set forth in the Credit Agreement. The Borrower shall cause to be furnished the Lender with such other additional financial or management information as may, from time to time, be reasonably required by the Lender or as otherwise set forth in the Credit Agreement, in form and substance reasonably satisfactory to the Lender.

(b) The Lender shall have the right upon reasonable notice to the Borrower to inspect the Project or cause the Project to be inspected by third parties at any time upon reasonable notice given to the Borrower. The costs of all such inspections while an Event of Default exists shall be borne by the Borrower; otherwise, they shall be borne by the Lender. Such inspections shall not unreasonably interfere with the Borrower's business operations on the Project.

Section 3.10 Payment for Labor and Materials. The Borrower shall promptly pay when due all bills and costs for labor, materials, specifically fabricated materials incurred in connection with the Project and shall never permit to exist, any lien or security interest on the Project, even though inferior to the liens and the security interests hereof, except for the Permitted Exceptions (defined in Section 5.1). At the Borrower's option, the Borrower may

contest in good faith any or all of the foregoing but must post a bond or other security reasonably acceptable to the Lender in the amount of the contested sum as a condition to the contest.

Section 3.11 Other Agreements. Except as permitted under this Section 3.11, after the occurrence of an Event of Default, the Lender may require, by written notice to the Borrower, that the Borrower shall not enter into any contracts or agreements regarding the administration, operation or management of the Project or regarding the providing of services to the Project absent the Lender's prior express written approval. After the occurrence and during the continuance of an Event of Default, the Lender reserves the right to withhold its approval to all of the foregoing within its sole discretion.

Section 3.12 Limited Power of Attorney. The Borrower does hereby grant unto the Lender the Borrower's limited power of attorney to endorse, upon the occurrence and continuation of an Event of Default, any rental or other payments to the Borrower's order so that same may be negotiated in favor of the Lender or its assignee.

ARTICLE 4
SPECIAL COVENANTS

The Borrower covenants and agrees that:

Section 4.1 Project Use. The Project shall be used only for lawful purposes, and for no other use without the prior written consent of the Lender, which consent may be withheld in the Lender's discretion.

Section 4.2 Casualty/Condemnation. In the event of a casualty or a taking by eminent domain, all proceeds therefrom shall be tendered solely and exclusively to the Lender and credited towards reduction of the Debt except in such case as the Project and/or Improvements are to be restored, in which case all such proceeds shall be delivered promptly to the Borrower for use in the restoration of same.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender and to the Lender's successors and assigns:

Section 5.1 Warranty of Title. Pursuant to the provisions of the PILOT Lease, the Borrower has a good and proper leasehold interest in the Project and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same, and the Borrower possesses a good and proper leasehold interest in the Project and owns the Project free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of this Leasehold Mortgage (the "Permitted Exceptions"). The Borrower shall forever warrant, defend and preserve its leasehold interest in the Project and priority of the lien of this Leasehold Mortgage and shall forever warrant and defend the same to the Lender against the claims of all persons whomsoever.

Section 5.2 Authority. The Borrower (and the undersigned representative of the Borrower) has full power, authority and legal right to execute this Leasehold Mortgage, and to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the Project pursuant to the terms hereof and to keep and observe all of the terms of this Leasehold Mortgage on the Borrower's part to be performed.

Section 5.3 Legal Status and Authority. The Borrower (a) is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Arkansas, and duly qualified and authorized to do business and is in good standing in the State of Arkansas, and (b) has all necessary approvals, governmental and otherwise, and full power and authority to own the Project and carry on its business as now conducted and proposed to be conducted. The Borrower now has and shall continue to have the full right, power and authority to operate and lease the Project, to encumber the Project as provided herein and to perform all of the other obligations to be performed by the Borrower under the Credit Agreement, this Leasehold Mortgage and the other Loan Documents.

Section 5.4 Validity of Documents.

(a) The execution, delivery and performance of the Credit Agreement, this Leasehold Mortgage and the other Loan Documents and the borrowing by Borrower evidenced by the Debt (1) are within the power and authority of the Borrower; (2) have been authorized by all requisite organizational action; (3) have received all necessary approvals and consents, corporate, governmental or otherwise; (4) except for any event of default which would not have a material adverse effect on the business, operations, condition (financial or otherwise) or properties of the Borrower or ability of the Borrower to perform its obligations under the Loan Documents or any other loan agreement to which it is a party, and not violate, conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any provision of law, any order or judgment of any court or governmental authority, the joint venture agreement or trust agreement of the Borrower, or any indenture, agreement or other instrument to which the Borrower is a party or by which it or any of its assets or the Project is or may be bound or affected; (5) will not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its assets, except the lien and security interest created hereby and the other Permitted Exceptions; and (6) will not require any authorization or license from, or any filing with, any governmental or other body (except for the recordation of this Leasehold Mortgage in Arkansas and except for Arkansas Uniform Commercial Code filings relating to the security interest created hereby); and

(b) The Credit Agreement, this Leasehold Mortgage and the other Loan Documents constitute the legal, valid and binding obligations of the Borrower, subject to the applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the availability or enforcement of creditors' rights, generally, and by a court's direction to apply general remedies but which do not materially interfere with the practical realization of the benefits and security provided for herein.

Section 5.5 Litigation. There is no action, suit or proceeding, judicial, administrative or otherwise (including any condemnation or similar proceeding), pending or, to the Borrower's knowledge, threatened or contemplated against, the Borrower or against or affecting the Project that (a) has not been disclosed to the Lender and could result in a material, adverse effect on the Project or the Borrower's ability to perform its obligations under the Loan Documents, or (b) is not adequately covered by insurance, each as determined by the Lender in its sole and absolute discretion.

Section 5.6 Status of Project. The Borrower hereby warrants and represents to the Lender as follows:

(a) To the Borrower's knowledge, no portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, as each may be amended, or any successor law, or, if any portion of the Improvements is now or at any time in the future located within any such area, the Borrower has obtained and will maintain the insurance prescribed in Section 3.2 hereof.

(b) The Borrower has obtained or will obtain all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of the Project and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are or will be in full force and effect as of the respective dates thereof and not subject to revocation, suspension, forfeiture or modification.

(c) The Project is free from damage caused by fire and other casualty.

(d) All costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements have been or, when due, will be paid in full.

(e) The Project is free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created hereby and the Permitted Exceptions.

(f) All liquid and solid waste disposal, septic and sewer systems located on the Project are in good and safe condition and repair and in material compliance with all Applicable Laws.

(g) The Borrower has received no written notice of an actual or threatened condemnation or eminent domain proceeding by any public or quasi-public authority.

(h) All the Buildings lie within the boundaries of the Project.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 Recording of Leasehold Mortgage, Etc. The Borrower will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Credit Agreement, this Leasehold Mortgage, and the other Loan Documents, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Leasehold Mortgage or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 6.2 Further Acts, Etc. The Borrower will, at the cost of the Borrower, and without expense to the Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, financing statements, assignments, notices of assignment, transfers and assurances as the Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring, and confirming unto the Lender the Project and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended for or hereafter so to be, or which the Borrower may be or may hereafter become bound to convey or assign to the Lender, or for carrying out the intention or facilitating the performance of the terms of this Leasehold Mortgage or for filing, registering or recording this Leasehold Mortgage, or for complying with all Applicable Laws. The Borrower, on reasonable demand of the Lender, will execute and deliver and hereby authorizes the Lender to execute in the name of the Borrower, or without the signature of the Borrower to the extent the Lender may lawfully do so, one or more financing statements, chattel mortgages or other instruments reasonably necessary, to evidence or perfect more effectively the security interest of the Lender in the Project. The Borrower grants to the Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Lender pursuant to this Section 6.2.

ARTICLE 7
DUE ON SALE/ENCUMBRANCE

Section 7.1 Due on Sale/Encumbrance. The Borrower hereby acknowledges to the Lender that (a) the identity and expertise of the Borrower were and continue to be material circumstances upon which the Lender has relied in connection with, and which constitute valuable consideration to the Lender for, the extending to the Borrower of the Loan evidenced by the Credit Agreement and and (b) any change in such identity or expertise could materially impair or jeopardize the security granted to the Lender by this Leasehold Mortgage, for the payment of the Debt. The Borrower therefore covenants and agrees that the Borrower shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer the Project or any part thereof or permit the Project or any part thereof to be sold, conveyed,

mortgaged, granted, bargained, encumbered, pledged, assigned, or otherwise transferred without the prior written consent of the Lender which may be withheld by the Lender in the Lender's sole discretion; provided however, this provision shall not apply to the PILOT Lease and the Borrower's leasing the Project in the ordinary course of its business, and further covenants and agrees that the entire Debt secured by this Leasehold Mortgage shall immediately become accelerated, due and payable should the Borrower violate the terms and conditions of this paragraph.

Section 7.2 Sale/Encumbrance Defined. A sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer within the meaning of this Article 7 shall be deemed to include, but not be limited to, (a) an installment sales agreement wherein the Borrower agrees to sell the Project or any part thereof for a price to be paid in installments; (b) an agreement by the Borrower leasing all or a substantial part of the Project for other than a short term basis (other than as permitted under Section 7.1), or a sale, assignment or other transfer of, or the grant of a security interest in, the Borrower's right, title and interest in and to any aspect of the Project; or (c) the voluntary or involuntary sale, conveyance, transfer or pledge of a controlling equity interest in the Borrower.

ARTICLE 8
DEFAULT

Section 8.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) any Event of Default under the Credit Agreement, or the other Loan Documents;

(b) the Borrower's failure to observe or perform any other covenant or condition of any nature as set forth in this Leasehold Mortgage within 30 days after receipt of written notice from the Lender specifying such failure; provided that, if the failure can be corrected but not within 30 days, such failure shall not constitute an event of default so long as the Borrower institutes curative action within 30 days and diligently pursues that action to completion, determined in the Lender's sole discretion; or

(c) if, after the date of this Leasehold Mortgage, any superior lien is placed upon the Project, including without limitation, the liens of any and all special taxation or improvement districts or other bodies politic.

ARTICLE 9
RIGHTS AND REMEDIES

Section 9.1 Remedies. Upon the occurrence of any Event of Default, the Borrower agrees that the Lender may take such action, without notice or demand, as it deems advisable to reasonably protect and enforce its rights against the Borrower and in and to the Project, including, but not limited to the following actions, each of which may be pursued concurrently or

otherwise, at such time and in such order as the Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Lender:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete judicial or statutory foreclosure of this Leasehold Mortgage under any applicable provision of law in which case the Project or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by Applicable Laws, institute proceedings for the partial foreclosure of this Leasehold Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Leasehold Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Credit Agreement, or in the other Loan Documents;

(e) recover judgment on the Credit Agreement either before, during or after any proceedings for the enforcement of this Leasehold Mortgage or the other Loan Documents;

(f) apply for the appointment of a receiver, trustee, liquidator or conservator of the Project, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of the Borrower, or of any person, firm or other entity liable for the payment of the Debt;

(g) subject to any applicable law, the license granted to the Borrower under Section 1.2 shall automatically be revoked and the Lender may enter into or upon the Project, either personally or by the Lender's agents, nominees or attorneys and dispossess the Borrower and the Borrower's tenants, agents and servants therefrom, without liability for trespass, damages or otherwise and exclude the Borrower and the Borrower's tenants, agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and the Borrower agrees to surrender possession of the Project and of such books records and accounts to the Lender upon demand, and thereupon the Lender may (1) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Project and conduct the business thereat; (2) complete any construction on the Project in such manner and form as the Lender deems advisable; (3) make alterations, additions, renewals, replacements and improvements to or on the Project; (4) exercise all rights and powers of the Borrower with respect to the Project, whether in the name of the Borrower or otherwise, including without limitation, the right to make, cancel, enforce or

modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Project and every part thereof; (5) require the Borrower to pay monthly in advance to the Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Project as may be occupied by the Borrower; (6) require the Borrower to vacate and surrender possession of the Project to the Lender or to such receiver and, in default thereof, the Borrower may be evicted by summary proceedings or otherwise; and (7) apply the receipts from the Project to the payment of the Debt, in such order, priority and proportions as the Lender shall deem appropriate in its reasonable discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance Premiums, and other expenses in connection with the Project, as well as just and reasonable compensation for the services of the Lender, the Lender's counsel, agents and employees;

(h) exercise any and all rights and remedies granted to a secured party upon default under the Arkansas Uniform Commercial Code, including, without limiting the generality of the foregoing: (1) the right to take possession of the Leased Equipment or any part thereof, and to take such other measures as the Lender may deem necessary for the care, protection and preservation of the Leased Equipment, and (2) request the Borrower at its expense to assemble the Leased Equipment and make it available to the Lender at a reasonably convenient place acceptable to the Lender. Any notice of sale, disposition or other intended action by the Lender with respect to the Leased Equipment sent to the Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall constitute commercially reasonable notice to the Borrower;

(i) shall sell the Leased Equipment concurrently with and in conjunction with a sale of the Project, it being agreed by the Borrower that a sale of the Leased Equipment in conjunction with the Project is a commercially reasonable manner of disposing of the Leased Equipment and that, as an alternative to the forgoing, the Lender shall have the right to sell or otherwise dispose of the Leased Equipment separately and apart from the Project in the time and manner provided by the Uniform Commercial Code;

(j) apply any sums then deposited in the Escrow Fund and any other sums held in escrow or otherwise by the Lender in accordance with the terms of this Leasehold Mortgage or any other Loan Document to the payment of the following items in any order in its reasonable discretion: (1) Taxes and Other Charges; (2) Insurance Premiums; (3) interest on the unpaid principal balance of the Credit Agreement; (4) amortization of the unpaid principal balance of the Credit Agreement; and (5) all other sums payable pursuant to the Credit Agreement, this Leasehold Mortgage, and the other Loan Documents, including, without limitation, advances made by the Lender pursuant to the terms of this Leasehold Mortgage;

(k) surrender the insurance policies maintained pursuant to Article 3 hereof, collect the unearned Insurance Premiums and apply such sums as a credit on the Debt in such priority and proportion as the Lender in the Lender's discretion shall deem proper, and in connection therewith, the Borrower hereby appoints the Lender as the Borrower's agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) to collect such Insurance Premiums;

(l) apply the undisbursed balance of any net proceeds realized through the liquidation of the Project, together with interest thereon, to the payment of the Debt in such order, priority and proportions as the Lender shall deem to be appropriate in the Lender's reasonable discretion; and/or

(m) pursue such other remedies as the Lender may have under the other Loan Documents or pursuant to Applicable Laws.

It is agreed that the Lender may initiate a foreclosure action against all or any portion of the Project and that if a partial foreclosure action is prosecuted against only a portion of the Project, that the remaining Project shall continue to be subject to the lien and encumbrance of this Leasehold Mortgage. Moreover, it is agreed that the Lender may pursue nonjudicial foreclosure or otherwise liquidate the Project in multiple components and pursuant to multiple sales and that said acts shall not otherwise limit the continuing lien and encumbrance of this Leasehold Mortgage with regard to Project that is not otherwise the subject of such liquidation.

Section 9.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Project, or any part thereof, or any other sums collected by the Lender pursuant to the Credit Agreement, this Leasehold Mortgage or the other Loan Documents, shall be applied by the Lender to the payment of the Lender's expenses, interest, principal and otherwise in accordance with that procedure set forth in the Credit Agreement or as applicable.

Section 9.3 Right to Cure Defaults. Upon the occurrence of any Event of Default, the Lender may, but without any obligation to do so and without notice to or demand on the Borrower and without releasing the Borrower from any obligation hereunder, cure the same in such manner and to such extent as the Lender may deem reasonably necessary to protect the security hereof. the Lender is authorized to enter upon the Project for such purposes, or appear in, defend, or bring any action or proceeding to protect the Lender's interest in the Project or to foreclosure this Leasehold Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 9.3, shall constitute a portion of the Debt and shall be due and payable to the Lender upon demand. All such costs and expenses incurred by the Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default interest rate, as described in the Credit Agreement (the "Default Rate"), for the period after notice to the Borrower from the Lender that such cost or expense was incurred to the date of payment of the Lender. All such costs and expenses incurred by the Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Leasehold Mortgage and the other collateral Loan Documents and shall be immediately due and payable upon demand by the Lender therefor.

Section 9.4 Actions and Proceedings. After the occurrence and during the continuance of an Event of Default, the Lender has the right to appear in and defend any action or proceeding brought with respect to the Project and to bring any action or proceeding, in the name and on behalf of the Borrower, which the Lender, in its reasonable discretion, decides should be brought to protect the Lender's interest in the Project.

Section 9.5 Recovery of Sums Required to be Paid. The Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Borrower existing at the time such earlier action was commenced.

Section 9.6 Examination of Books and Records. The Lender, the Lender's agents, accountants and attorneys shall have the right upon reasonable prior written notice to examine the records, books, management and other papers of the Borrower that reflect upon the Borrower's financial condition, at the Project or at any office regularly maintained by the Borrower where the books and records are located. The Lender and the Lender's agents shall have the right upon notice to make copies and extracts from the foregoing records and other papers. In addition, the Lender, the Lender's agents, accountants and attorneys shall have the right to examine and audit the books and records of the Borrower pertaining to the income, expenses and operation of the Project during reasonable business hours at any office of the Borrower where the books and records are located. The Lender shall pay all the Lender's expenses associated with any such examinations.

Section 9.7 Other Rights, Etc.

(a) The failure of the Borrower to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Leasehold Mortgage. The Borrower shall not be relieved of the Borrower's obligations hereunder by reason of (1) the failure of the Lender to comply with any request of the Borrower to take any action to foreclose this Leasehold Mortgage or otherwise enforce any of the provisions hereof or of the Credit Agreement, or the other Loan Documents, (2) the release, regardless of consideration, of the whole or any part of the Project, or of any person liable for the Debt or any portion thereof, or (3) any agreement or stipulation by the Lender extending the time of payment or otherwise modifying or supplementing the terms of the Credit Agreement, this Leasehold Mortgage or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Project is on the Borrower, and the Lender shall have no liability whatsoever for decline in value of the Project, for failure to maintain the insurance policies as required hereunder, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by the Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Project or collateral not in the Lender's possession.

(c) The Lender may resort for the payment of the Debt to any other security held by the Lender in such order and manner as the Lender, in its reasonable discretion, may elect. The Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Lender thereafter to foreclose this Leasehold Mortgage. The rights of the Lender under this Leasehold Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. The Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 9.8 Right of Entry. the Lender and the Lender's agents shall have the right upon reasonable notice to the Borrower to enter and inspect the Project at all reasonable times. Such inspections shall not unreasonably interfere with the Borrower or the Borrower's tenants.

Section 9.9 Remedies Not Exclusive. Neither the acceptance of this Leasehold Mortgage nor its enforcement, whether by court action, power of sale or otherwise, shall prejudice or in any manner affect the Lender's right to realize upon or enforce any other security now or hereafter held by the Lender, it being agreed that the Lender shall be entitled to enforce this Leasehold Mortgage and any other security now or hereafter held by the Lender in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Leasehold Mortgage and the other Loan Documents to the Lender, or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient, or the Lender may pursue inconsistent remedies.

ARTICLE 10
ENVIRONMENTAL HAZARDS

Section 10.1 Environmental Warranties, Representations, and Covenants. The Borrower represents and warrants that, to its knowledge (a) there are no Hazardous Materials (defined in this Section) on the Project in quantities which would require remediation under applicable Environmental Laws (defined in Section 10.2), and (b) neither the Borrower, nor, to the Borrower's knowledge, any prior owner or occupant of the Project has received any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Project. The Borrower covenants that the Project shall be kept free of Hazardous Materials in quantities which would require remediation under applicable Environmental Laws. The Borrower shall comply with, and will use all due diligence and best reasonable efforts to ensure compliance by all tenant occupants of the Project with, all applicable environmental federal, state and local laws, ordinances, rules and regulations, and shall keep the Project free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that any the Borrower receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or

affecting the Project, the Borrower shall immediately notify the Lender. The obligations and liabilities of the Borrower under this paragraph shall survive after the payment of all principal and interest evidenced by the after any foreclosure, entry of a judgment of foreclosure, or delivery of a deed in lieu of foreclosure, or after any other release of this Leasehold Mortgage or the Credit Agreement.

Section 10.2 Environmental Covenants and Warranties. The Borrower covenants, warrants, and agrees that so long as the Borrower owns, manages, is in possession of, or otherwise controls the operation of the Project, that the Borrower will use and operate the Project in accordance with all applicable Environmental Laws, that no releases of Hazardous Materials shall be located upon or occur on or under the Project, that the Borrower shall keep the Project free and clear of all Environmental Law liens or encumbrances, and that the Borrower shall indemnify and hold harmless the Lender from any and all costs and expenses related to the Borrower's breach of any of the foregoing covenants, agreements and warranties.

The term "Hazardous Materials" as used in this Leasehold Mortgage shall include, without limitation, all substances identified as "hazardous substances, "hazardous materials", "toxic substances, or other matters that are identified as being hazardous and that are otherwise regulated by Environmental Laws. As used herein, the term "Environmental Laws" shall mean all federal, state, municipal, local and other laws, statutes, regulations, decrees and rules of every nature as may have been or which may subsequently be promulgated by said governmental or other entity which address or regulate in any form or fashion the management, administration, disposal, handling, use or otherwise of Hazardous Materials.

Section 10.3 Cure. In the event that the Lender shall learn of any occurrence or condition which would constitute a breach of any representation, warranty, or covenant contained in this Article, the Lender shall provide the Borrower with notice of such occurrence or condition. Should the Borrower fail to cure such breach or default (or commence to cure such breach or default if it cannot reasonably be cured) within thirty (30) calendar days of receipt of said notice, the Lender shall be entitled to exercise any remedies contained in this Leasehold Mortgage; provided, that in the event of an emergency, the Lender may take such action as is required under the circumstances without any prior notice to the Borrower. Nothing in this Section shall be interpreted to otherwise limit any right or remedy of the Lender pursuant to this Leasehold Mortgage.

ARTICLE 11
INDEMNIFICATION

Section 11.1 General Indemnification. The Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (defined below in this Section) from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, or punitive damages, of whatever kind or nature (including, but not limited to attorneys' fees and other costs of defense) (the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way

relating to any one or more of the following (but excluding Losses arising out of the Lender's or the Lender's agents, representatives or employees gross negligence or willful misconduct):

(a) ownership of this Leasehold Mortgage, the Project or any interest therein or receipt of any Rents;

(b) any amendment to, or restructuring of, the Debt, and the Credit Agreement, this Leasehold Mortgage, or any other Loan Documents;

(c) any and all lawful action that may be taken by the Lender in connection with the enforcement of the provisions of this Leasehold Mortgage, the Credit Agreement, or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with the Borrower and/or any joint venturer thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding;

(d) the Borrower's ownership, possession, or operation of the Project, including any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways;

(e) any use, nonuse or condition in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways;

(f) any Event of Default by the Borrower under this Leasehold Mortgage or any failure on the part of the Borrower to perform or be in compliance with any of the terms of this Leasehold Mortgage;

(g) performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof;

(h) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Leasehold Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Leasehold Mortgage is made;

(i) any failure of the Project to be in compliance with any Applicable Laws;

(j) the enforcement by any Indemnified Party of the provisions of this Article 11;

(k) any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on the Lender's part

to perform or discharge any of the terms covenants, or agreements contained in any Lease;

(l) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the loan evidenced by the Debt and secured by this Leasehold Mortgage; or

(m) any material misrepresentation made by the Borrower in this Leasehold Mortgage or any other Loan Document.

Any amounts payable to the Lender by reason of the application of this Section 11.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by the Lender until paid. For purposes of this Article 11, the term "Indemnified Parties" means the Lender, its successors and assigns and any person or entity who is or will have been involved in the origination of this loan, any person or entity who is or will have been involved in the servicing of this loan, any person or entity in whose name the encumbrance created by this Leasehold Mortgage is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in this loan (including, but not limited to investors or prospective investors in the securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in this loan for the benefit of third parties) as well as the respective directors, officers, shareholders, members, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including, but not limited to any other person or entity who holds or acquires or will have held a participation or other full or partial interest in this Loan or the Project, whether during the term of this Loan or as a part of or following a foreclosure of this Loan and including, but not limited to any successors by merger, consolidation or acquisition of all or a substantial portion of the Lender's assets and business).

Section 11.2 Environmental Indemnification. As set forth in Article 10 hereof, the Borrower covenants and agrees that the Borrower shall, at the Borrower's sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all losses and costs of remediation arising as a result of the presence of Hazardous Materials in, on, above or under the Project or the occurrence of those other events as set forth in Article 10 hereof.

Section 11.3 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, the Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, the Indemnified Parties' attorneys shall control the resolution of claim or proceeding, provided, however, that the Indemnified Party shall not settle any such claim or proceeding without the approval of the Borrower, which approval shall not be unreasonably withheld. Upon demand, the Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties,

reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE 12
WAIVERS

Section 12.1 Marshaling and Other Matters. The Borrower hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Project or any part thereof or any interest therein. Further, the Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Leasehold Mortgage on behalf of the Borrower, and on behalf of each and every person acquiring any interest in or title to the Project subsequent to the date of this Leasehold Mortgage and on behalf of all persons to the extent permitted by Applicable Law.

Section 12.2 Waiver of Notice. To the extent permitted by Applicable Law, the Borrower shall not be entitled to any notices of any nature whatsoever except as may otherwise be expressly required.

Section 12.3 Waiver of Redemption Rights. The Borrower specifically waives all redemption powers, and rights which otherwise might be available to the Borrower pursuant to Ark. Code Ann. § 18-49-106, or that Act of the Arkansas General Assembly passed on May 8, 1899, and all rights of appraisal which otherwise might be available to the Borrower pursuant to Ark. Code Ann. § 18-49-107.

Section 12.4 Sole Discretion of the Lender. Wherever pursuant to this Leasehold Mortgage (a) the Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to the Lender, or (c) any other decision or determination is to be made by the Lender, the decision of the Lender to approve or disapprove all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by the Lender, shall be in the sole and absolute discretion of the Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

Section 12.5 Survival. Except as hereinafter specifically set forth below, the representations and warranties, covenants, and other obligations arising under this Leasehold Mortgage shall in no way be impaired by any satisfaction or other termination of this Leasehold Mortgage, any assignment or other transfer of all or any portion of this Leasehold Mortgage or the Lender's interest in the Project (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of the Lender's rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Credit Agreement, or any of the other Loan Documents, any transfer of all or any portion of the Project (whether by the Borrower or by the Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Leasehold Mortgage, the Credit Agreement, or the other Loan

Documents, and any act or omission that might otherwise be construed as a release or discharge of the Borrower from the obligations pursuant hereto. All obligations and liabilities of the Borrower under this Leasehold Mortgage shall cease and terminate on the date of payment to the Lender in cash of the entire Debt.

Section 12.6 WAIVER OF TRIAL BY JURY. THE BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE DEBT, THE OBLIGATIONS, THIS LEASEHOLD MORTGAGE OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, LENDER'S OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

ARTICLE 13
NOTICES

Section 13.1 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to that address maintained by the Lender as the Borrower's primary mailing address.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "Business Day" shall mean a day upon which the Lender is open for business in the State of Arkansas.

ARTICLE 14
APPLICABLE LAW

Section 14.1 Arkansas Law Applicable. THIS LEASEHOLD MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES). JURISDICTION RELATED TO THE ENFORCEMENT OF THIS LEASEHOLD MORTGAGE SHALL OCCUR IN ANY COURT OR COURTS OF COMPETENT JURISDICTION.

Section 14.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Leasehold Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Leasehold Mortgage invalid, unenforceable or

not entitled to be recorded, registered or filed under the provisions of any Applicable Law. If any term of this Leasehold Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Leasehold Mortgage and any other application of the term shall not be affected thereby.

ARTICLE 15
COSTS

Section 15.1 Performance at the Borrower's Expense. The Borrower acknowledges and confirms that the Lender shall impose and the Borrower shall pay upon demand certain reasonable administrative processing and/or commitment fees in connection with (a) the Borrower's request for any extension, renewal, modification, amendment and termination of its loans, (b) the release or substitution of collateral therefor, (c) the occurrence of any of the above shall be called an "Event." The Borrower further acknowledges and confirms that the Borrower shall be responsible for the payment of all costs of reappraisal of the Project or any part thereof, whether required by law, regulation, the Lender or any governmental or quasi-governmental authority. The Borrower hereby acknowledges and agrees to pay, immediately, with or without demand, all such reasonable fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by the Lender from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that the Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, all reasonable legal fees and disbursements of the Lender, whether of retained firms, the reimbursement for the expenses of in-house staff or otherwise.

Section 15.2 Attorneys' Fees for Enforcement. The Borrower shall pay to the Lender on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by the Lender in protecting its interest in the Project or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Project, whether or not any legal proceeding is commenced hereunder or thereunder and whether or not any default or Event of Default shall have occurred and is continuing, together with interest thereon at the Default Rate from the date paid or incurred by the Lender until such expenses are paid by the Borrower.

ARTICLE 16
MISCELLANEOUS

Section 16.1 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Leasehold Mortgage may be used interchangeably in singular or plural form and the word "the Borrower" shall mean "the Borrower and any subsequent owner or owners of the Project or any part thereof or any interest therein," the word "the Lender" shall mean "the Lender", the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Project" shall include any portion of the Project and any interest therein, and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial and appellate levels

incurred or paid by the Lender in protecting its interest in the Project, the Leases and the Rents and enforcing its rights under this Leasehold Mortgage.

Section 16.2 Headings, Etc. The headings and captions of various Sections of this Leasehold Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 16.3 No Oral Change. This Leasehold Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the Borrower or the Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 16.4 Duplicate Originals; Counterparts. This Leasehold Mortgage may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Leasehold Mortgage may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Mortgage. The failure of any party hereto to execute this Leasehold Mortgage, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 16.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 16.6 Subrogation. If any or all of the proceeds of the Credit Agreement have been used to extinguish, extend or renew any indebtedness heretofore existing against the Project, then, to the extent of the funds so used, the Lender shall be subrogated to all of the rights, claims liens, titles, and interests existing against the Project heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of the Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Borrower's obligations hereunder, under the Credit Agreement, and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 16.7 Entire Agreement. The Credit Agreement, this Leasehold Mortgage and the other Loan Documents constitute the entire understanding and agreement between the Borrower and the Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between the Borrower and the Lender with respect thereto. The Borrower hereby acknowledges that, except as incorporated in writing in the Credit Agreement, this Leasehold Mortgage and the other Loan Documents, there are not, and were not, and no persons are or were authorized by the Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Credit Agreement, this Leasehold Mortgage and the other Loan Documents.

Section 16.8 Waiver. No waiver by the Lender of any default or breach by the Borrower hereunder shall be implied from any omission by the Lender to take, or any delay in taking, action on account of such default other than the default expressly made the subject of the waiver and any such express waiver shall be operative only for the time and to the extent therein stated. Any waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Lender to or of any act by the Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The intent of this paragraph is to avoid unintentional waivers by the Lender of any of its rights hereunder.

Section 16.9 No Duty of the Lender. Nothing in this Agreement shall impose or imply any duty or obligation whatsoever upon the Lender, and the Lender shall be under no duty, to take any action to preserve rights of the Borrower with respect to any of the security held by the Lender for the obligations.

Section 16.10 Binding Effect; Assignment. This Agreement may be assigned by the Lender. The Borrower may not assign its interest in, or obligation under, this Agreement except with the written consent of the Lender. Subject to the forgoing, all of the terms, covenants, conditions, representations and warranties hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Lender and the Borrower.

Section 16.11 Preparation of Agreement. The parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that both the Lender and the Borrower have negotiated all the terms contained herein. Accordingly, the parties agree that neither party shall be deemed to have drafted this Leasehold Mortgage, and this Leasehold Mortgage shall not be interpreted against either party as the draftsman.

Section 16.12 Other Acts and Documents. The parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to effect the purpose and intent of this Leasehold Mortgage.

Section 16.13 Advice of Counsel. Each party acknowledges to the other that such party has been advised by legal counsel in connection with the negotiation and execution of this Leasehold Mortgage and that each party understands the terms and conditions contained herein and that each has entered into this Leasehold Mortgage voluntarily.

Section 16.14 Construction. Any reference in this Leasehold Mortgage to this Agreement, or any other agreement to which the Lender and the Borrower are a party shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions and supplements thereto.

Section 16.15 Severability. In the event that any one or more of the provisions contained in this Leasehold Mortgage or in any other Loan Document executed in connection herewith shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or

any other loan document executed in connection herewith, and in lieu of such invalid, illegal or unenforceable provision there shall be added automatically as part of this Agreement or any other loan document executed in connection herewith a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and unenforceable thereafter.

(Signature Page to Follow)

IN WITNESS WHEREOF, this Leasehold Mortgage has been executed by the Borrower the day and year first above written.

Borrower:

STRUCTURLAM MASS TIMBER U.S., INC.

By: _____
Name: Hardy Wentzel
Title: President

ACKNOWLEDGMENT

STATE OF ~~ARKANSAS~~ Hawaii)
)ss.
COUNTY OF Maui)

On this the 20th day of December, 2019, before me, Hardy Wentzel, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgements), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Hardy Wentzel, and (being the person authorized by said company to execute such instrument, stating his respective capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the President of **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 2019.

_____
NOTARY ~~PUBLIC~~

My commission expires:

April 1, 2022

DAWN HEGGER-NORDBLOM,
NOTARY PUBLIC
MY COMMISSION EXPIRES: APRIL 1, 2022

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

Doc. Date: December 20, 2019 #Pages: 11
Notary Name: Dawn Hegger-Nordblom 2nd Circuit
Doc. Description: 29 Leasehold Mortgage
Signature Page to Leasehold Mortgage

_____ 12/20/2019
Notary Signature Date

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Buildings of approximately 288,137 in total square feet located on the following described real estate situated in Faulkner County, Arkansas, to-wit:

A part of the SE1/4 of Section 19, and also a part of the NE1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the Southeast corner of said SE1/4, Section 19, Township 5 North, Range 13 West, thence North 88 degrees 56 minutes 42 seconds West along the South line of said SE1/4, 232.20 feet to the point of beginning; thence South 22 degrees 08 minutes 22 seconds East 508.41 feet (deeded South 22 degrees 38 minutes 17 seconds East 504.82 feet) to a concrete monument; thence South 00 degrees 09 minutes 15 seconds East parallel to the East line of the NE1/4 NE1/4, Section 30, 452.06 feet to the North line of a cemetary; thence along said North line North 89 degrees 22 minutes 58 seconds West 175.58 feet; thence South 05 degrees 14 minutes 37 seconds East 421.61 feet (deeded South 05 degrees 02 minutes 20 seconds East 412.01 feet) to a point 180.00 feet North 89 degrees 22 minutes 58 seconds West of the Northeast corner of the SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 210.00 feet; thence South 89 degrees 22 minutes 58 seconds East 180.00 feet to the East line of said SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 1101.24 feet to the Southeast corner of said SE1/4 NE1/4; thence North 89 degrees 22 minutes 58 seconds West along the South line of said SE1/4 NE1/4 944.88 feet to the East right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point North 16 degrees 10 minutes 07 seconds West 477.11 feet; thence to a point North 18 degrees 52 minutes 09 seconds West 95.58 feet; thence to a point North 26 degrees 13 minutes 00 seconds West 97.11 feet; thence to a point North 32 degrees 24 minutes 38 seconds West 95.77 feet; thence to a point North 36 degrees 52 minutes 07 seconds West 92.39 feet; thence to a point North 37 degrees 53 minutes 47 seconds West 669.81 feet to a point 357.05 feet North 89 degrees 22 minutes 58 seconds West of the Northwest corner of said SE1/4 NE1/4; thence continue along said right of way to a point North 37 degrees 53 minutes 47 seconds West 352.20 feet (deeded North 37 degrees 45 minutes 00 seconds West); thence to a point North 29 degrees 07 minutes 29 seconds West 305.49 feet (deeded N-W 306.59); thence to a point North 20 degrees 05 minutes 45 seconds West 833.31 feet (deeded North 19 degrees 54 minutes 00 seconds West 833.31 feet) to the South line of Section 19; thence continue along said right of way to a point North 19 degrees 56 minutes 58 seconds West 622.61 feet (deeded North 18 degrees 59 minutes 30 seconds West 629.14 feet); thence to a point North 16 degrees 04 minutes 30 seconds West 273.78 feet; thence leaving said right of way North 89 degrees 30 minutes 00 seconds East 1206.65 feet (deeded North 89 degrees 30 minutes East 1207.08 feet); thence North 89 degrees 29 minutes 25 seconds East 405.31 feet (deeded North 89 degrees 42 minutes 00 seconds East 407.55 feet); thence South 00 degrees 35 minutes 27 seconds West 850.73 feet (deeded South 00 degrees 47 minutes 25 seconds East 850.73 feet); thence South 88 degrees 56 minutes 42 seconds East 779.31 feet (deeded East 779.84 feet); to the point of beginning. LESS AND EXCEPT: A part of the SE1/4 NE1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the Northeast corner of said SE1/4 NE1/4; thence S00°23'08" West along the East line of said SE1/4 NE1/4 210.00 feet to the point of beginning; thence continue along said East line S00°23'08" West 121.00 feet; thence N89°22'58"

West, parallel to the North line of said SE1/4 NE1/4 180.00 feet; thence N00°23'08" East 121.00 feet; thence S89°22'58" East 180.00 feet to the point of beginning.

Together with easements for ingress and egress:

An easement for ingress and egress over and across the South 30 feet of the East 196 feet of the South 1/2 Southeast 1/4 of Section 19, Township 5 North, Range 13 West, upon which the asphalt-surfaced crossing from U.S. Highway 365 across the Missouri Pacific Railroad is located.

AND

Also, an easement for ingress and egress over and across a part of the Northeast 1/4 of Section 30, Township 5 North, Range 13 West, more particularly described as beginning at the Northeast corner of said Northeast 1/4; thence North 88 degrees 56 minutes 42 seconds West along the North line of said Northeast 1/4, 197.74 feet (deeded 196 feet) to the westerly most right-of-way of Missouri Pacific Railroad, said point being the point of beginning, thence along the West right-of-way of Missouri Pacific Railroad to a point South 22 degrees 46 minutes 22 seconds East 514.06 feet to the intersection of said right-of-way and the east line of the Northeast 1/4 of said Section 30; thence leaving said right-of-way along said East line South 0 degrees 09 minutes 15 seconds East 448.82 feet, said point being 420 feet North 0 degrees 09 minutes 15 seconds West of the Southeast corner of the Northeast 1/4 Northeast 1/4; thence leaving said East line North 89 degrees 22 minutes 57 seconds West 41.82 feet; thence North 0 degrees 09 minutes 15 seconds West 452.06 feet to a concrete monument; thence North 22 degrees 08 minutes 22 seconds West 508.41 feet to the North line of the Northeast 1/4 of Section 30; Thence South 88 degrees 56 minutes 42 seconds East along said North line 34.45 feet to the point of beginning.

EXHIBIT B

LEASED EQUIPMENT

Those items of machinery, equipment, furniture and furnishings, and maintenance and repair parts related thereto, acquired and installed in the Buildings or elsewhere on the Land with proceeds from the sale of the Bond (or reimbursed with proceeds from the sale of the Bond), and any item of machinery, equipment, furniture or furnishings acquired and installed in the Buildings or elsewhere on the Leased Land in substitution therefor, including but not limited to:

Lifting Equipment

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B - Equipment & Added Options

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B – Freight

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B - Installation, Startup and Training Services

Additional Overland Shipping

Stiles Minda CLT and Glulam Presses and Lines PR-2188C - Equipment, net Outfeed Stacker Credit

Stiles Minda CLT and Glulam Presses and Lines PR-2188C – Freight

Stiles Minda CLT and Glulam Presses and Lines PR-2188C - Installation, Startup and Training Services

Sanders

Sawdust Extraction

CNC Machines

Compressed Air

QC Equipment

Other Equipment

Millwright and Electrical Equipment

First Aid Room

IT equipment

Matting equipment

This is Exhibit "AA" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

CERTIFICATE OF RECORD
FAULKNER CO. AR FEE $120.00
RECORDED: 12/27/2019 03:33:52 PM
CRYSTAL TAYLOR
CIRCUIT CLERK
BY: LIZ BAUMGARTNER, D.C.
DEPUTY CLERK
MORTGAGE
22 Pages

This Instrument Was Prepared by and
after Recording Return to:
Madeline Taylor
Rose Law Firm, a Professional Association
240 N Block Ave, Ste 101
Fayetteville, Arkansas 72701

CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES

THIS INSTRUMENT IS OF THE TYPE DESCRIBED IN AND ACCORDED PRIORITY BY ARK. CODE ANN. § 18-44-110, SO THAT THE LIEN CREATED HEREBY SHALL BE, AND THE SAME HEREBY IS, PRIOR, PARAMOUNT AND SUPERIOR TO ANY STATUTORY OR OTHER LIEN OF ANY MECHANIC, MATERIALMAN, ARTISAN, WORKMAN OR OTHER PERSON WHO SHALL PERFORM WORK ON, OR FURNISH ANY MATERIALS FOR, THE IMPROVEMENTS TO BE CONSTRUCTED ON THE LAND AND ANY FIXTURES TO BE INSTALLED THEREIN.

~~AS OF~~ ON THIS 27th DAY OF DECEMBER, 2019, THIS CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES ("Mortgage") is given by Structurlam Mass Timber U.S., Inc., a Delaware corporation whose notice address is 2176 Government St., Penticton, BC Canada V2A 8912 ("Mortgagor"), in favor of Bank of Montreal, whose notice address is 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7, its successors and/or assigns (the "Mortgagee").

RECITALS:

A. Pursuant to that certain Letter Agreement dated as of December 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mortgagor, Structurlam Mass Timber Corporation (together with Mortgagor and the Guarantors named in the Credit Agreement, the "Obligors"), and Mortgagee, Mortgagee has advanced funds or agreed to advance funds to Obligors.

B. Mortgagor acknowledges the receipt of due and adequate consideration for the making of this Mortgage, and Mortgagor and Mortgagee have decided to enter into this Mortgage to secure, among other things, the obligations arising under the Credit Agreement.

C. All of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Obligors to the Mortgagee under, pursuant or relating to the Credit Documents or the Credit Facilities (as such terms are defined in the Credit Agreement) in

THE FINAL MATURITY DATE OF THE INDEBTEDNESS SECURED HEREBY IS DECEMBER 27, 2024, UNLESS THE INDEBTEDNESS BECOMES DUE AND PAYABLE EARLIER, WHETHER BY ACCELERATION, PREPAYMENT IN FULL, OR OTHERWISE.

This Instrument Was Prepared by and
after Recording Return to:
Madeline Taylor
Rose Law Firm, a Professional Association
240 N Block Ave, Ste 101
Fayetteville, Arkansas 72701

CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES

THIS INSTRUMENT IS OF THE TYPE DESCRIBED IN AND ACCORDED PRIORITY BY ARK. CODE ANN. § 18-44-110, SO THAT THE LIEN CREATED HEREBY SHALL BE, AND THE SAME HEREBY IS, PRIOR, PARAMOUNT AND SUPERIOR TO ANY STATUTORY OR OTHER LIEN OF ANY MECHANIC, MATERIALMAN, ARTISAN, WORKMAN OR OTHER PERSON WHO SHALL PERFORM WORK ON, OR FURNISH ANY MATERIALS FOR, THE IMPROVEMENTS TO BE CONSTRUCTED ON THE LAND AND ANY FIXTURES TO BE INSTALLED THEREIN.

ON ~~THIS~~ AS OF 27th DAY OF DECEMBER, 2019, THIS CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES ("**Mortgage**") is given by **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation whose notice address is 2176 Government St., Penticton, BC Canada V2A 8912 ("**Mortgagor**"), in favor of **Bank of Montreal**, whose notice address is 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7, its successors and/or assigns (the "**Mortgagee**").

RECITALS:

A. Pursuant to that certain Letter Agreement dated as of December 3, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Mortgagor, Structurlam Mass Timber Corporation (together with Mortgagor and the Guarantors named in the Credit Agreement, the "**Obligors**"), and Mortgagee, Mortgagee has advanced funds or agreed to advance funds to Obligors.

B. Mortgagor acknowledges the receipt of due and adequate consideration for the making of this Mortgage, and Mortgagor and Mortgagee have decided to enter into this Mortgage to secure, among other things, the obligations arising under the Credit Agreement.

C. All of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Obligors to the Mortgagee under, pursuant or relating to the Credit Documents or the Credit Facilities (as such terms are defined in the Credit Agreement) in

THE FINAL MATURITY DATE OF THE INDEBTEDNESS SECURED HEREBY IS DECEMBER 27, 2024, UNLESS THE INDEBTEDNESS BECOMES DUE AND PAYABLE EARLIER, WHETHER BY ACCELERATION, PREPAYMENT IN FULL, OR OTHERWISE.

the original principal amount of $61,833,317.00, and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including, without limitation, all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Obligors or any of them under the Credit Agreement and any extensions, renewals or modifications of any of the above are hereinafter sometimes referred to collectively as the "**Obligations**".

D. The Mortgagor is duly authorized under all applicable provisions of law and its bylaws to execute and deliver the Credit Agreement and this Mortgage and to mortgage, convey, assign and grant a security interest in the Mortgaged Property (as hereinafter defined) to the Mortgagee as security for the Obligations and all corporate action and all consents, approvals and other authorizations and all other acts and things necessary to make this Mortgage the valid, binding and legal instrument for the security of the Obligations have been done and performed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that the Mortgagor, in consideration of the premises, of the execution of the Credit Agreement by the Mortgagee, and of the sum of Ten Dollars received by the Mortgagor from the Mortgagee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of all of the Obligations, does hereby GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, PLEDGE, ASSIGN, HYPOTHECATE, CONVEY, TRANSFER A PERFECTED SECURITY INTEREST IN AND SET OVER unto the Mortgagee and its successors and assigns, all of its estate, right, title and interest in and to all and singular the following described properties, rights, interest and privileges and all of the Mortgagor's estate, right, title and interest therein, thereto and thereunder, if any:

All those certain lots, pieces, or parcels of land lying and being in Faulkner County, Arkansas, being legally described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Land**");

TOGETHER WITH all fixtures, buildings and improvements, parking lots, parking structures, signage, and lighting, now or hereafter situated thereon (the "**Improvements**");

TOGETHER WITH any and all tangible property now or hereafter owned by Mortgagor and now or hereafter located at, affixed to, placed upon or used in connection with the Land or the Improvements, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, and lifts; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all alarm, safety, electronic, telephone, music, and communications equipment and systems; all janitorial, maintenance, cleaning, and any other items of property, wherever kept or stored, if acquired by Mortgagor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof; all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Mortgage (the "**Tangible Property**");

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of Mortgagor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor and/or Mortgagee with respect to the Improvements or the Tangible Property, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Tangible Property; (c) all rights of Mortgagor in and to all supplies and building materials, wherever located, for the construction or refurbishing of the Improvements, and any bill of lading, warehouse receipt or other document of title pertaining to any such supplies and materials; and (d) all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, prepaid fees, choses in action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (ii) any agreements for the provision of utilities to the Land or the Improvements; (iii) all payment, performance and/or other bonds; (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Land or the Improvements, including any security and other deposits paid by any purchasers or lessees (howsoever such deposits may be held) and any proceeds of such sales contracts and lease contracts, including any purchase money notes, deeds of trust and mortgages made by such purchasers; (v) any other contracts and agreements related to or for the benefit of the Land, Rights, Tangible Property and/or Improvements, including leases, repair and maintenance contracts and/or management agreements; (vi) all funds, accounts, instruments, documents, accounts receivable, general intangibles, notes, and chattel paper arising from or by virtue of transactions related to the Land and Improvements; and (vii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land (the "**Intangibles**"); and

TOGETHER WITH all and singular the tenements, hereditaments, easements, rights-of-way, riparian rights and other rights now or hereafter belonging or appurtenant to the Land, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, rents, royalties, income issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof, whether now owned or hereafter acquired by Mortgagor (the "**Rights**").

TO HAVE AND TO HOLD the above described and granted Land, Improvements, Tangible Property, Intangibles, and Rights unto Mortgagee, its successors and assigns forever (the Land, Improvements, Tangible Property, Intangibles, and Rights are collectively referred to herein as the "**Mortgaged Property**"); and

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges

and appurtenances thereunto belonging, unto Mortgagee and its successors and assigns, forever, and Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the title to the Mortgaged Property unto Mortgagee, its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

ARTICLE I
INDEBTEDNESS

1.1 Obligations Secured. This Mortgage is given to secure the following:

(a) Credit Facilities: The Credit Facilities, as such term is defined in the Credit Agreement.

(b) Obligations: The Obligations.

(c) Mortgage. Payment of all sums advanced by Mortgagee to or for the benefit of the Obligors contemplated hereby, or to preserve or protect the lien of this Mortgage or to protect or maintain the priority hereof and any costs and expenses related thereto, and performance of all obligations and covenants herein contained.

(d) Other Indebtedness. In addition to securing the payment of the above described indebtedness, this instrument shall also secure THE PAYMENT OF ALL FUTURE AND ADDITIONAL INDEBTEDNESS, DIRECT OR INDIRECT, CREATED AFTER THE DATE OF THIS MORTGAGE, WHICH MAY BE OWING BY ANY OBLIGOR TO MORTGAGEE AT ANY TIME PRIOR TO PAYMENT IN FULL WITH INTEREST OF THE INDEBTEDNESS (SUCH ADDITIONAL INDEBTEDNESS TO BE SECURED HEREBY REGARDLESS OF WHETHER IT SHALL BE PREDICATED UPON FUTURE LOANS OR ADVANCES HEREAFTER MADE BY MORTGAGEE, OR OBLIGATIONS HEREAFTER ACQUIRED BY MORTGAGEE THROUGH ASSIGNMENT, SUBROGATION OR OTHERWISE), AND IT IS AGREED THAT THIS MORTGAGE SHALL STAND AS SECURITY FOR ALL SUCH FUTURE AND ADDITIONAL INDEBTEDNESS WHETHER IT BE INCURRED FOR ANY BUSINESS OR OTHER PURPOSE THAT WAS RELATED OR WHOLLY UNRELATED TO THE PURPOSES OF THE LOANS, OR WHETHER IT WAS INCURRED FOR SOME PERSONAL OR NON-BUSINESS PURPOSE, OR FOR ANY OTHER PURPOSE RELATED OR UNRELATED, OR SIMILAR OR DISSIMILAR TO THE PURPOSE OF THE LOANS.

(e) All judgments, orders, wards and decrees arising from or related to any indebtedness secured by this Mortgage.

The obligations above described are hereinafter collectively called the "**Indebtedness**." This Mortgage, the Credit Agreement, all notes issued pursuant to the Credit Agreement, the Security (as such term is defined in the Credit Agreement), the other Documents described in the Credit Agreement, and any other instrument given to evidence or further secure the Indebtedness are hereinafter collectively called the "**Credit Documents**." All payments on the Indebtedness shall be payable at the address of Mortgagee as set forth above, and unless otherwise provided in any instrument evidencing the Indebtedness, shall bear interest at the rates set forth in the Credit

Agreement, but not in excess of the highest rate permitted by applicable law, from the date of accrual of the Indebtedness until paid.

1.2 **Construction Loan Purpose**. Mortgagor agrees to use the sums advanced to Mortgagor by Mortgagee pursuant to the Credit Agreement exclusively for the purposes set forth therein. Accordingly, notice is hereby given that this instrument, and the lien created hereby to secure the Indebtedness, is of the type described in and accorded priority by Ark. Code Ann. § 18-44-110, so that the lien created hereby shall be, and the same hereby is, prior, paramount and superior to any statutory or other lien of any mechanic, materialman, artisan, workman or other person who shall perform work on, or furnish any materials for, the Improvements to be constructed on the Land.

OBLIGORS HAVE APPLIED TO MORTGAGEE FOR LOANS IN THE AGGREGATE PRINCIPAL SUM OF $61,833,317.00. OF SUCH SUM, $40,500,000.00 REPRESENTS MONEY ADVANCED TO MORTGAGOR FOR REIMBURSEMENT OF PURCHASE OF THE LAND AND MONEY ADVANCED FROM TIME TO TIME FOR LABOR AND MATERIAL COSTS TO BE INCURRED BY MORTGAGOR IN THE CONSTRUCTION OF THE IMPROVEMENTS, AND TO PAY PROFESSIONAL AND LOAN FEES AND COSTS INCURRED IN CONNECTION WITH THE LOANS APPROVED BY MORTAGEE. NOTICE IS HEREBY GIVEN TO THE FULL EXTENT PERMITTED UNDER ARK. CODE ANN. § 18-44-110 THAT THE LIEN OF THIS MORTGAGE WILL HAVE PRIORITY OVER ANY STATUTORY LIENS ON ACCOUNT OF LABOR AND MATERIALS ENTERING INTO SUCH PROPOSED CONSTRUCTION ON THE LAND. MORTGAGEE AGREES THAT THE ACCEPTANCE AND RECORDATION OF THIS MORTGAGE BINDS MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, SO LONG AS MORTGAGOR IS NOT IN DEFAULT HEREUNDER OR UNDER THE LOAN AGREEMENT, ABSOLUTELY AND UNCONDITIONALLY, TO MAKE SAID LOAN AND ADVANCES FOR SAID PURPOSES.

ARTICLE II
SECURITY AGREEMENT

2.1 **Uniform Commercial Code**. This Mortgage is a "security agreement" and creates a "security interest" in favor of Mortgagee as a "secured party" with respect to all property included in the Mortgaged Property which is covered by the Uniform Commercial Code (the "**UCC**") as in effect now in the State of Arkansas, or as from time-to-time amended, including but not limited to the Tangible Property and Intangibles. Mortgagor hereby authorizes Mortgagee to file or record any and all financing statements deemed by Mortgagee to be necessary or beneficial to perfect the security interests herein granted, and addendums thereto and amendments and continuations thereof, all without any signature thereon. Upon default under this Mortgage or any of the other Credit Documents, Mortgagee may at its option pursue any and all rights and remedies available to a secured party with respect to any portion of the Mortgaged Property so covered by the Uniform Commercial Code, or Mortgagee may at its option proceed as to all or any part of the Mortgaged Property in accordance with Mortgagee's rights and remedies in respect of real property to the extent permitted by law. Mortgagor and Mortgagee agree that the mention of any portion of the Mortgaged Property in a financing

statement filed in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that all items of collateral described in this Mortgage are part of the real estate encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the Improvements or whether serial numbers are used for the better identification of certain items of Tangible Property. Specifically, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Land or Improvements, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Mortgaged Property shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of Mortgagee's lien and security interest with respect to the Mortgaged Property; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold that notice of Mortgagee's priority of interest with respect to any such portion of the Mortgaged Property must be filed in the Uniform Commercial Code records in order to be effective against or to take priority over any particular class of persons, including but not limited to the federal government and any subdivision or instrumentality of the federal government.

2.2 **Notice of Changes**: Subject to the provisions of the Credit Agreement, Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, address, identity, structure, or jurisdiction of organization, and authorizes Mortgagee, prior to or concurrently with the occurrence of any such change, to file or record all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Property described or referred to herein.

2.3 **Fixtures**: Some of the items of the Mortgaged Property described herein are goods that are or are to become fixtures related to the Land and Improvements, and it is intended that, as to those goods, this Mortgage shall be effective as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of the Mortgagor, as debtor, is as stated above. The record owner of the Land and the Improvements to which fixtures may be attached is Mortgagor.

ARTICLE III
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor does hereby represent and warrant to, and covenant and agree with, Mortgagee as follows:

3.1 **Payment and Performance.** Mortgagor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Mortgagor's covenants, obligations and liabilities under the Credit Documents.

3.2 **Title to Mortgaged Property and Lien of this Mortgage.** At the time of the

execution of this Mortgage, Mortgagor has good and marketable title to the Land and the Improvements, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, other than Permitted Encumbrances (as defined in the Credit Agreement). If the interest of Mortgagee or the City of Conway, Arkansas in the Mortgaged Property or any part thereof shall be endangered or shall be attacked or challenged, directly or indirectly, Mortgagor shall immediately notify Mortgagee thereof, and Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

3.3 Organization and Power. Mortgagor is a duly organized and validly existing Delaware corporation, qualified to do business in the state of Arkansas, and all Credit Documents are within such Mortgagor's powers, have been duly authorized by all requisite membership action, and are not in contravention of law or the powers of such Mortgagor's articles of incorporation, bylaws, or any agreement or other restriction imposed upon or assumed by such Mortgagor or its shareholders.

3.4 Existence of Mortgagor. Mortgagor shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

3.5 Insurance. Mortgagor shall, at its sole cost and expense, obtain and maintain (a) an ALTA title insurance policy for the original principal amount of the Credit Facilities (with all standard exceptions deleted and otherwise in the form as Mortgagee may reasonably require), (b) hazard insurance covering fire and extended coverage risks in amounts set forth in the Credit Agreement, and (c) unless Mortgagor provides Mortgagee with satisfactory proof that the Mortgaged Property does not lie within a flood plain or flood way as determined by the Federal Emergency Management Agency, flood insurance, all issued by a company or companies acceptable to Mortgagee with a loss payable endorsement in favor of Mortgagee and with a standard form mortgage clause. Mortgagor shall deliver the policies or certificates of insurance to Mortgagee promptly as issued; and, if Mortgagor fails to do so, Mortgagee, at its option, may procure such insurance at Mortgagor's expense. Subject to the provisions of Section 7.11, in case of loss, Mortgagee, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same on the Indebtedness. If any loss shall occur at any time when Mortgagor shall be in default hereof, Mortgagee shall be entitled to the benefit of all insurance held by or for Mortgagor, to the same extent as if it had been made payable to Mortgagee, and upon foreclosure hereunder, Mortgagee shall become the owner thereof.

3.6 Taxes and Assessments. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same become due and payable and, upon request by Mortgagee, Mortgagor will deliver to Mortgagee such evidence of the payment thereof as Mortgagee may require. If Mortgagor fails to make such payments, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense; provided however, that Mortgagor shall not be deemed in default hereunder because of such nonpayment if Mortgagor in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contests the validity thereof and (a) gives Mortgagee prompt written notice of such contest and provides Mortgagee with all documentation of the contest requested by Mortgagee, (b) pending such contest and prior to delinquency of the asserted tax or

assessment, furnishes Mortgagee an indemnity bond secured by a deposit in cash or other security acceptable to Mortgagee, or with a surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor plus a reasonable additional sum to pay all costs, interest and penalties which may be imposed or incurred in connection therewith, and (c) such tax or assessment, with interest, cost and penalties, is paid as herein stipulated promptly upon being adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In the event Mortgagor fails to give Mortgagee prompt written notice of a tax contest, Mortgagee is entitled to pay any and all taxes, with penalties and interest as aforesaid, without liability to Mortgagor if Mortgagor's right to contest the taxes is thereby waived.

3.7 Condemnation. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Indebtedness in such manner as it may elect. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, or any part thereof, Mortgagor shall notify Mortgagee of such fact in writing. In the event Mortgagee, as a result of any such judgment, decree or award, reasonably believes that the payment or performance of any obligation secured by this Mortgage is materially impaired, Mortgagee may, without notice, declare all of the Indebtedness immediately due and payable.

3.8 Taxes on Credit Facilities or Mortgage. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens, or security interests created hereby, or upon the Credit Facilities, or any part thereof, Mortgagor shall immediately pay all such taxes.

3.9 Statements by Mortgagor. At the request of Mortgagee, Mortgagor shall furnish promptly a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Credit Facilities, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Credit Facilities and performance of the terms of the Credit Documents, or if there are any such offsets of defenses, specifying them.

3.10 Repair, Waste, Alterations, etc. Mortgagor shall keep and maintain every part of the Mortgaged Property in good operating order, repair and condition and shall not commit or permit any waste thereof. Mortgagor will promptly make all repairs, renewals and replacements necessary to such end. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. Mortgagor shall have the right to contest in good faith the validity of any such mechanics or materialmen's lien, provided Mortgagor gives Mortgagee prompt written notice of such lien and, at Mortgagee's option, Mortgagor (i) deposits with Mortgagee a bond or other security satisfactory to Mortgagee in such amount as Mortgagee shall reasonably require, or (ii) obtains from the title company which provided the title insurance an endorsement to Mortgagee's title policy or a binder deleting the lien as an exception to title, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Mortgagor shall fail to promptly discharge any such lien, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien

by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in any such manner as is or may be prescribed or allowed by law. Mortgagor shall guard every part of the Mortgaged Property from removal, destruction and damage, and will not do or suffer to be done any act whereby the value or usefulness of any part of the Mortgaged Property may be lessened. Mortgagor will not materially alter the Mortgaged Property without the prior written consent of Mortgagee, which shall not be unreasonably withheld or delayed.

3.11 No Drilling or Exploration. Without the prior written consent of Mortgagee, there shall be no drilling or exploring for, or extraction, removal, or production of, minerals from the surface or subsurface of the Land. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

3.12 Compliance with Laws. Mortgagor, the Mortgaged Property, and the use thereof by Mortgagor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor or the Mortgaged Property and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith.

3.13 Hold Harmless. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property or the Credit Documents except to the extent related to the gross negligence or willful misconduct of Mortgagee, and all costs and expenses incurred by Mortgagee in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

3.14 Further Assurances. Mortgagor, upon the request of Mortgagee, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of the Credit Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

3.15 Recording and Filing. Mortgagor will allow the Credit Documents and all amendments, supplements and extensions thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and refiling fees, title insurance premiums, and other charges.

ARTICLE IV
SUBORDINATE MORTGAGES

4.1 Subordinate Mortgages. Mortgagor shall not, without the prior written consent of Mortgagee, grant or permit to exist any lien, security interest, or other encumbrance (hereinafter called "**Subordinate Encumbrance**") covering any of the Mortgaged Property. If Mortgagee consents to a Subordinate Encumbrance or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Encumbrance shall contain express covenants to the effect that:

(a) The Subordinate Encumbrance is unconditionally subordinate to this Mortgage; and

(b) A copy of any notice of default under the Subordinate Encumbrance and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Encumbrance will be contemporaneously given to Mortgagee.

ARTICLE V
ASSIGNMENT OF LEASES AND RENTS

5.1 Assignment. Mortgagor hereby assigns to Mortgagee all of Mortgagor's interest as lessor in any and all leases, rental, or occupancy agreements ("Leases"), now or hereafter existing with respect to any part of the Mortgaged Property, and all rents, issues and profits due or which may become due to Mortgagor under the terms of such Leases.

5.2 Additional Covenants and Warranties of Mortgagor. Mortgagor hereby covenants and warrants to Mortgagee that it has not executed any prior assignment or pledge of any Leases or rents related to the Mortgaged Property, that no default exists on the part of any lessee or assignor as lessor in the performance of their respective covenants and obligations thereunder, that no lessee has any right of setoff against Mortgagor, that Mortgagor has not granted any modification whatsoever of said Leases except as heretofore approved by Mortgagee, that said Leases are valid and enforceable in accordance with their original terms, and that no rent has been paid in advance under said Leases save as required by the terms thereof.

5.3 Rights of Mortgagor Prior to Default. This assignment is a present and absolute assignment and not an assignment as security only. However, so long as no Event of Default exists hereunder, Mortgagor shall have the right to collect all rents due or which may become due under any of the assigned Leases (provided that Mortgagor may not accept prepayment of any rent due more than one month in advance unless it has received the prior written consent of Mortgagee to such action), to execute new Leases, to renew and extend Leases, to enforce any covenants or conditions of such Leases, and otherwise to deal with such Leases as if Mortgagor was the owner thereof. In no event, however, shall Mortgagor, without prior written permission of Mortgagee, accept a surrender of any such Lease, or modify any such Lease in a manner which would materially amend or modify any such Lease so as to have an adverse effect on Mortgagee's interest therein. Such material modifications include but are not limited to payments of rent more than thirty (30) days in advance, reduction of rent and

modification in the length of the term of any such Lease.

5.4 Rights of Mortgagee Upon Default. From and after the occurrence of any Event of Default hereunder, Mortgagor shall no longer have any rights with respect to any Leases assigned hereby, and Mortgagee shall be entitled to notify any lessees to pay all rentals due, or which may thereafter become due, under such Leases directly to Mortgagee (MORTGAGOR HEREBY DIRECTS AND AUTHORIZES ALL TENANTS UNDER SUCH LEASES TO PAY ALL RENTS AND OTHER AMOUNTS DUE UNDER SUCH LEASES TO MORTGAGEE UPON DEMAND WITHOUT THE NECESSITY OF ANY FURTHER CONSENT OF OR LIABILITY TO MORTGAGOR AND ANY TENANT SHALL BE ENTITLED TO RELY UPON A WRITTEN DEMAND BY MORTGAGEE FOR SUCH PAYMENT AND SHALL BE FULLY PROTECTED FROM ANY CLAIMS BY MORTGAGOR FOR ALL PAYMENTS MADE TO MORTGAGEE FOLLOWING SUCH DEMAND FROM MORTGAGEE), and in all other respects to exercise all the rights and privileges of ownership of such Leases, either in its own name or in Mortgagor's name. Without in any way limiting the foregoing, Mortgagee shall have the right, power and privilege (but shall be under no duty) to take possession of the property subject to any Lease and have, hold, manage, Lease and operate the same on such terms and for such period of time as Mortgagee may deem proper; and either with or without taking possession of the property subject to any Lease, Mortgagee shall have the right, power and privilege (but shall be under no duty) immediately to demand, collect and sue for, in its own name or in the name of Mortgagor, all rents, rentals and other sums of money due and payable under the Leases, as they become due and payable, including those past due and unpaid, and to apply such rents, rentals and other sums of money (in such order as Mortgagee shall determine) to the payment of:

(a) All expenses of managing the property subject to any Lease, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable, and all expenses of operating and maintaining the property subject to any such Leases, including, but not limited to, all taxes, assessments, charges, claims, utility costs, and premiums for insurance, and the costs of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the property subject to any Lease and/or collecting the rent, rentals and other sums of money due and payable under any Lease; and

(b) The Indebtedness, principal and interest, and attorneys' and collection fees, in such order as Mortgagee, in its sole discretion, may determine. A written demand by Mortgagee under such Leases for the payment of rents, rentals and other sums of money that become due under the Leases shall be sufficient to warrant such lessees or tenants to make all future payments of such rents, rentals and other sums of money directly to Mortgagee without the necessity of further consent by or from Mortgagor. Each such lessee or tenant shall be entitled to rely upon a written demand by Mortgagee for such payment and shall be fully protected from any claims by Mortgagor for all payments made to Mortgagee after receipt of such written demand.

Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the property subject to any Lease, or any part thereof, or from any other act or omission of Mortgagee in managing the property subject to any Lease.

5.5 Exculpation of Mortgagee/Assignee. The acceptance by Mortgagee of this Assignment of Leases and Rents (as a result of Mortgagee's acceptance and recordation of this

Mortgage), with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to constitute Mortgagee as a "mortgagee in possession" nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases, the rents, issues and profits due or to become due therefrom, or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor/Assignor by any lessee or tenant and not assigned and delivered to Mortgagee, nor shall Mortgagee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property.

5.6 Mortgagor's Indemnity. Mortgagor agrees to and shall indemnify Mortgagee in respect of, and save and hold Mortgagee harmless from, any and all claims, liability, loss, damage or expense whatsoever which may be incurred by or asserted against Mortgagee under any Lease or by virtue of this Assignment, other than as may result from the Mortgagee's gross negligence or willful misconduct.

5.7 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any Lease (or to any sublease under any sublease), the lessee's leasehold estate under such Lease or sublease shall not merge into the fee estate (or such other estate as may be held by Mortgagor), and the lessee shall remain obligated under such Lease as assigned under this Article.

5.8 Reassignment. Upon final release of this Mortgage, Mortgagee shall reassign to Mortgagor or its successors all Leases assigned by this Article, at Mortgagor's cost, if any.

ARTICLE VI
EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default hereunder ("**Event of Default**"):

6.1 Failure to Pay Indebtedness. Any of the Indebtedness is not paid when due, whether by acceleration or otherwise, following three (3) days' written notice from Mortgagee.

6.2 Nonperformance of Covenants. Any covenant or condition in the Credit Documents is not fully and timely performed, or the occurrence of any "Event of Default" as defined in the Credit Agreement; subject, however, to any grace and notice period that may be provided in the Credit Agreement.

6.3. False Representation. Any statement, representation or warranty in the Credit Documents, any financial statement or any other writing delivered to Mortgagee in connection with the Indebtedness is false, misleading or erroneous in any material respect.

6.4 Disposition or Encumbrance. Except as expressly permitted by the Credit Agreement or the conveyance of the Mortgaged Property to the City of Conway, Arkansas, the voluntary or involuntary sale, lease, exchange, assignment, conveyance, transfer or other

disposition (hereinafter collectively called "**Disposition**") of all or any portion of the Mortgaged Property (or any interest therein), or all or any part of the beneficial ownership interest in Mortgagor, including, but not by way of limitation, a Disposition of all or any portion of the Mortgaged Property (or any interest therein), or all or any portion of the beneficial interest in Mortgagor between or among Mortgagor or co-owners of Mortgagor, or in the event Mortgagor conveys to any other party a security interest in the Mortgaged Property or any part thereof or voluntarily or involuntarily permits or suffers the Mortgaged Property to be further encumbered (hereinafter collectively called "**Encumbrance**"), unless Mortgagee has given its prior written consent to said Disposition or Encumbrance. It is expressly agreed that in connection with determining whether to grant or withhold such consent the determination made by Mortgagee shall be final and conclusive and completely within the discretion of Mortgagee, and Mortgagee may in any event require as conditions to granting such consent (1) an increase in the rates of interest payable under the Credit Agreement, (2) payment to Mortgagee of a transfer fee, (3) payment of Mortgagee's reasonable attorneys' fees incurred in connection with such Disposition or Encumbrance, and (4) the express assumption of the payment of the Indebtedness and performance of the obligations of the Mortgagor by the party to whom such Disposition will be made (with or without the release of Mortgagor from liability for such Indebtedness and obligations).

6.5 Grant of Easement, etc. Without the prior written consent of Mortgagee, Mortgagor grants any easement or dedication, files any plat, condominium declaration, or restriction or enters into any lease, unless such action is contemplated by the Credit Documents or does not materially affect the Mortgaged Property.

6.6 Abandonment. Mortgagor abandons any of the Mortgaged Property, and such abandonment would result in a Material Adverse Effect (as defined in the Credit Agreement).

6.7 Foreclosure of Other Liens. The holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

ARTICLE VII
REMEDIES

If an Event of Default shall occur, Mortgagee may exercise any one or more of the following remedies, without notice:

7.1 Acceleration. Mortgagee may declare the Indebtedness immediately due and payable, without notice, whereupon the same shall become immediately due and payable.

7.2 Foreclosure. Mortgagee may foreclose this Mortgage through equity proceedings or through non-judicial statutory foreclosure proceedings pursuant to Ark. Code Ann. § 18-50-101 *et seq.* Mortgagee may enforce the lien of this Mortgage by proceedings that are prosecuted simultaneously or are prosecuted separately in such order as Mortgagee may elect, and Mortgagee may foreclose its lien on the Mortgaged Property, or sell the Mortgaged Property to satisfy its lien, as a whole or in parcels.

7.3 **Waiver of Appraisement or Redemption.** Mortgagor hereby waives any and all rights of appraisement or redemption under the laws of the State of Arkansas, and especially of redemption under Ark. Code Ann. §§ 16-66-502 and 18-49-106 and all acts amendatory or in replacement thereof or supplemental thereto.

7.4 **Lawsuits.** Mortgagee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

7.5 **Entry on Mortgaged Property.** Upon occurrence of an Event of Default hereunder Mortgagee may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Mortgagor, and all persons claiming under Mortgagor, and its or their agents or servants, wholly or partly therefrom; and, holding the same, Mortgagee may use, administer, manage, operate, and control the Mortgaged Property and may exercise all rights and powers of Mortgagor in the name, place and stead of Mortgagor, or otherwise, as the Mortgagee shall deem best; and in the exercise of any of the foregoing rights and powers Mortgagee shall not be liable to Mortgagor for any loss or damage thereby sustained unless due to the willful misconduct or gross negligence of Mortgagee.

7.6 **Receiver.** Mortgagee may make application to a court of competent jurisdiction as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, for appointment of a receiver of the Mortgaged Property and Mortgagor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court. Mortgagee waives any pre-condition to the appointment of a receiver specified in Ark. Code Ann. § 16-117-208 and Rule 66 of the Arkansas Rules of Civil Procedure.

7.7 **Mortgagee's Right to Perform.** Upon the occurrence of an Event of Default consisting of Mortgagor's failure to make a payment or perform any act required by the Credit Documents, then at any time thereafter, and without notice to or demand upon Mortgagor and without waiving or releasing any other right, remedy or recourse, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as it may deem necessary or appropriate.

7.8 **Reimbursement of Expenditures.** If Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of the Credit Documents, Mortgagor will repay the same to Mortgagee immediately at the place where the Credit Facilities are payable, together with interest thereon at the highest rate permitted by applicable law.

7.9 Other Rights. Mortgagee may exercise any and all other rights, remedies and recourses granted under the Credit Documents now or hereafter existing in equity or at law for the protection and preservation of the Mortgaged Property.

7.10 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Credit Documents and available at law or equity (including without limitation, those granted by the UCC and applicable to the Mortgaged Property, or any portion thereof) and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated for the Indebtedness, or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive.

7.11 Application of Insurance and Condemnation Proceeds. Notwithstanding anything contained herein or in any other of the Credit Documents to the contrary, if less than all or substantially all (as reasonably determined by Mortgagee) of the Mortgaged Property is damaged or destroyed or is taken by any governmental entity pursuant to any eminent domain or similar proceedings, and no Event of Default exists hereunder or under any other of the Credit Documents, and such damage, destruction or taking results in the need for repair, rebuilding or restoration work to occur on the Mortgaged Property, and Mortgagor has delivered evidence satisfactory to Mortgagee that sufficient funds are available to repair, rebuild or restore the Mortgaged Property to a condition of at least equal in value and general utility to that of such Mortgaged Property prior to such destruction, damage or taking, Mortgagor will be entitled to use so much of the proceeds from policies, judgments, decrees and awards, less the cost, if any, to Mortgagee for the recovery thereof (collectively called the "**Proceeds**") for such damage or destruction to or taking of the Mortgaged Property that are available for the repair, rebuilding or restoration, subject to reasonable conditions imposed by Mortgagee. If no repair, rebuilding or restoration is required as a result of such taking or if any Proceeds remain after payment in full for the repair, rebuilding or restoration, such Proceeds (or portion thereof) will, at the option of the Mortgagee, be applied to the payment of any Indebtedness secured by this Mortgage, in such proportions and priority as Mortgagee in its sole discretion shall elect, and otherwise will be paid over to Mortgagor.

ARTICLE VIII
MISCELLANEOUS

8.1 Collection. If the Indebtedness shall be collected by legal proceedings, whether through a bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after default or maturity, Mortgagor agrees to pay reasonable attorneys and collection fees incurred by the Mortgagee, whether or not a suit has actually been filed, and such fees shall be a part of the Indebtedness.

8.2 Change in Ownership. If the ownership (legal or beneficial) of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, or in the event of a change of ownership of Mortgagor (legal or beneficial), Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Indebtedness in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Indebtedness. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Indebtedness, or any number of the foregoing, shall operate to release or affect the original liability of Mortgagor. This provision shall not be deemed to be a consent by Mortgagee to a Disposition (as hereinafter defined) of an interest in Mortgagor which is otherwise prohibited herein or by the Credit Documents.

8.3 Release of Lien. If Mortgagor shall perform each of the covenants and agreements herein contained, then this conveyance shall become null and void and shall be released by a release deed to be executed by Mortgagee and recorded at Mortgagor's expense; otherwise, it shall remain in full force and effect. No release of this conveyance, or of the lien, security interest or assignment created and evidenced hereby, shall be valid unless executed by an authorized officer of Mortgagee.

8.4 Partial Release of Lien, Extension, etc. Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the Indebtedness. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, any number of times, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any and all renewals or extensions of the Indebtedness, or any part thereof, shall be and remain a first and prior lien on all of the Mortgaged Property not expressly released until the Indebtedness is paid in full.

8.5 Waiver of Marshaling and Certain Rights. To the extent that Mortgagor may lawfully do so, Mortgagor hereby expressly waives any right pertaining to the marshaling of assets, the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Mortgagee to sell the Mortgaged Property for the collection of the Indebtedness (without any prior or different resort for collection), or the right of Mortgagee to the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant.

8.6 Subrogation. To the extent that proceeds of the Indebtedness are used to pay any outstanding lien, charge or encumbrance affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however, that the terms and provisions hereof shall govern the rights and remedies of Mortgagee and shall supersede the terms, provisions, rights, and remedies under the lien or liens to which Mortgagee is subrogated hereunder.

8.7 No Waiver. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Indebtedness shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. Acceptance by Mortgagee of partial payments shall not constitute a waiver of the default by failure to make full payments.

8.8 Limitation on Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Indebtedness or otherwise, shall the interest contracted for, charged or received by Mortgagee exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Mortgagee in excess of the maximum lawful amount, the interest payable to Mortgagee shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Mortgagee shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Indebtedness and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Indebtedness, such excess shall be refunded to Mortgagor. All interest paid or agreed to be paid to Mortgagee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal of the Indebtedness (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Mortgagor and Mortgagee.

8.9 Successors and Assigns. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

8.10 Mortgagee's Consent. Except as expressly set forth herein, in any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole and absolute discretion of Mortgagee, and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Mortgagee's judgment.

8.11 Severability. If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision which is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Indebtedness should be unsecured, the unsecured portion of the Indebtedness shall be completely paid prior to the payment of the secured portion of such Indebtedness, and all payments made on account of the Indebtedness shall be considered to have been paid on and

applied first to the complete payment of the unsecured portion of the Indebtedness.

8.12 Modification or Termination. The Credit Documents may only be modified or terminated by a written instrument or instruments executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

8.13 No Partnership. Nothing contained in the Credit Documents is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

8.14 Headings. The Article, Section and Subsection headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such Articles, Sections or Subsections.

8.15 Applicable to Prior Liens. If this Mortgage becomes subordinate to any other liens, security interests, assignments of leases or rents or any other encumbrances (collectively, the "**Prior Liens**") affecting any of the Mortgaged Property (all documents creating the Prior Liens and evidencing and governing the indebtedness secured thereby being collectively called the "**Prior Lien Documents**") the provisions of this Section 8.15 shall apply. Mortgagor shall not enter into any renewal, extension, modification, increase or refinancing of any of the Prior Lien Documents or the indebtedness secured thereby without the prior written consent of Mortgagee. Mortgagor shall pay when due all indebtedness evidenced and secured by the Prior Lien Documents and shall timely perform all other obligations of Mortgagor under the Prior Lien Documents. Mortgagee may, but shall not be obligated to, pay any such indebtedness or perform any such obligations for the account of Mortgagor and any sum so expended shall be secured hereby. Mortgagor shall pay to Mortgagee all amounts so expended by Mortgagee with interest on such amounts from the date paid at the rates set forth in the Credit Agreement, but not in excess of the highest rate permitted by applicable law. Any default under any of the Prior Lien Documents shall constitute an Event of Default hereunder. If Mortgagee should cure any such default under any of the Prior Lien Documents, the curing thereof by Mortgagee shall not constitute a cure of the default under this Mortgage. Mortgagor shall send to Mortgagee a copy of each notice of default or notice of acceleration or other notice received by Mortgagor from the holder of any of the Prior Lien Documents within one (1) business day after receipt thereof by Mortgagor. Notwithstanding the foregoing, Mortgagee does not hereby consent to any Prior Lien.

8.16 Entire Agreement. The Credit Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee in connection therewith.

8.17 Notices. All notices, statements, requests for consents, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when given to the persons and in the manner provide in the Credit Agreement.

8.18 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Arkansas and applicable federal law.

[Signature Page(s) to Follow]

IN TESTIMONY WHEREOF, Mortgagor has caused this Mortgage to be executed on the date set forth above.

MORTGAGOR:

STRUCTURLAM MASS TIMBER U.S., INC.

By: H Wentzel
Name: Hardy Wentzel
Title: President

ACKNOWLEDGMENT

STATE OF Hawaii)
)ss.
COUNTY OF Maui)

On this the 20th day of December, 2019, before me, Dawn Hegger-Nordblom, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgements), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Hardy Wentzel, and (being the person authorized by said company to execute such instrument, stating his respective capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the President of **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 2019.

NOTARY PUBLIC

My commission expires:

April 1, 2022

DAWN HEGGER-NORDBLOM,
NOTARY PUBLIC
MY COMMISSION EXPIRES: APRIL 1, 2022

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

Doc. Date: Dec. 20, 2019 #Pages: 19
Notary Name: Dawn Hegger-Nordblom 2nd Circuit
Doc. Description: Construction Mortgage

12/20/2019
Notary Signature Date

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

EXHIBIT A
The Land

Buildings of approximately 288,137 in total square feet located on the following described real estate situated in Faulkner County, Arkansas, to-wit:

A part of the SE1/4 of Section 19, and also a part of the NE1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the Southeast corner of said SE1/4, Section 19, Township 5 North, Range 13 West, thence North 88 degrees 56 minutes 42 seconds West along the South line of said SE1/4, 232.20 feet to the point of beginning; thence South 22 degrees 08 minutes 22 seconds East 508.41 feet (deeded South 22 degrees 38 minutes 17 seconds East 504.82 feet) to a concrete monument; thence South 00 degrees 09 minutes 15 seconds East parallel to the East line of the NE1/4 NE1/4, Section 30, 452.06 feet to the North line of a cemetary; thence along said North line North 89 degrees 22 minutes 58 seconds West 175.58 feet; thence South 05 degrees 14 minutes 37 seconds East 421.61 feet (deeded South 05 degrees 02 minutes 20 seconds East 412.01 feet) to a point 180.00 feet North 89 degrees 22 minutes 58 seconds West of the Northeast corner of the SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 210.00 feet; thence South 89 degrees 22 minutes 58 seconds East 180.00 feet to the East line of said SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 1101.24 feet to the Southeast corner of said SE1/4 NE1/4; thence North 89 degrees 22 minutes 58 seconds West along the South line of said SE1/4 NE1/4 944.88 feet to the East right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point North 16 degrees 10 minutes 07 seconds West 477.11 feet; thence to a point North 18 degrees 52 minutes 09 seconds West 95.58 feet; thence to a point North 26 degrees 13 minutes 00 seconds West 97.11 feet; thence to a point North 32 degrees 24 minutes 38 seconds West 95.77 feet; thence to a point North 36 degrees 52 minutes 07 seconds West 92.39 feet; thence to a point North 37 degrees 53 minutes 47 seconds West 669.81 feet to a point 357.05 feet North 89 degrees 22 minutes 58 seconds West of the Northwest corner of said SE1/4 NE1/4; thence continue along said right of way to a point North 37 degrees 53 minutes 47 seconds West 352.20 feet (deeded North 37 degrees 45 minutes 00 seconds West); thence to a point North 29 degrees 07 minutes 29 seconds West 305.49 feet (deeded N-W 306.59); thence to a point North 20 degrees 05 minutes 45 seconds West 833.31 feet (deeded North 19 degrees 54 minutes 00 seconds West 833.31 feet) to the South line of Section 19; thence continue along said right of way to a point North 19 degrees 56 minutes 58 seconds West 622.61 feet (deeded North 18 degrees 59 minutes 30 seconds West 629.14 feet); thence to a point North 16 degrees 04 minutes 30 seconds West 273.78 feet; thence leaving said right of way North 89 degrees 30 minutes 00 seconds East 1206.65 feet (deeded North 89 degrees 30 minutes East 1207.08 feet); thence North 89 degrees 29 minutes 25 seconds East 405.31 feet (deeded North 89 degrees 42 minutes 00 seconds East 407.55 feet); thence South 00 degrees 35 minutes 27 seconds West 850.73 feet (deeded South 00 degrees 47 minutes 25 seconds East 850.73 feet); thence South 88 degrees 56 minutes 42 seconds East 779.31 feet (deeded East 779.84 feet); to the point of beginning. LESS AND EXCEPT: A part of the SE1/4 NE1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the Northeast corner of said SE1/4 NE1/4; thence S00°23'08" West along the East line of said SE1/4

NE1/4 210.00 feet to the point of beginning; thence continue along said East line S00°23'08" West 121.00 feet; thence N89°22'58" West, parallel to the North line of said SE1/4 NE1/4 180.00 feet; thence N00°23'08" East 121.00 feet; thence S89°22'58" East 180.00 feet to the point of beginning.

Together with easements for ingress and egress:

An easement for ingress and egress over and across the South 30 feet of the East 196 feet of the South 1/2 Southeast 1/4 of Section 19, Township 5 North, Range 13 West, upon which the asphalt-surfaced crossing from U.S. Highway 365 across the Missouri Pacific Railroad is located.

AND

Also, an easement for ingress and egress over and across a part of the Northeast 1/4 of Section 30, Township 5 North, Range 13 West, more particularly described as beginning at the Northeast corner of said Northeast 1/4; thence North 88 degrees 56 minutes 42 seconds West along the North line of said Northeast 1/4, 197.74 feet (deeded 196 feet) to the westerly most right-of-way of Missouri Pacific Railroad, said point being the point of beginning, thence along the West right-of-way of Missouri Pacific Railroad to a point South 22 degrees 46 minutes 22 seconds East 514.06 feet to the intersection of said right-of-way and the east line of the Northeast 1/4 of said Section 30; thence leaving said right-of-way along said East line South 0 degrees 09 minutes 15 seconds East 448.82 feet, said point being 420 feet North 0 degrees 09 minutes 15 seconds West of the Southeast corner of the Northeast 1/4 Northeast 1/4; thence leaving said East line North 89 degrees 22 minutes 57 seconds West 41.82 feet; thence North 0 degrees 09 minutes 15 seconds West 452.06 feet to a concrete monument; thence North 22 degrees 08 minutes 22 seconds West 508.41 feet to the North line of the Northeast 1/4 of Section 30; Thence South 88 degrees 56 minutes 42 seconds East along said North line 34.45 feet to the point of beginning.

This is Exhibit "BB" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

L201919705
CERTIFICATE OF RECORD
FAULKNER CO. AR FEE $80.00
RECORDED: 12/27/2019 03:33:56 PM
CRYSTAL TAYLOR
CIRCUIT CLERK
BY: LIZ BAUMGARTNER, D.C.
DEPUTY CLERK
AGREEMENT
14 Pages

This Instrument Prepared By:
James M. Fowler, Jr.
Rose Law Firm, a Professional Association
120 East Fourth Street.
Little Rock, Arkansas 72201

COLLATERAL ASSIGNMENT OF OPTION RIGHTS

This Collateral Assignment of Option Rights ("Collateral Assignment") is executed and entered into as of December 27, 2019 by Structurlam Mass Timber U.S., Inc., a Delaware corporation ("Borrower"), to and in favor of Bank of Montreal ("Lender").

WHEREAS, Lender has extended credit to the "Borrower pursuant to the provisions of an amended and restated credit agreement dated as of December 3, 2019, (the "Loan Agreement", and together with all other documents referenced therein or otherwise pertaining thereto (collectively, the "Loan Documents"); and

WHEREAS, in order to collateralize and secure its financial and other obligations as specified within the Loan Agreement, Borrower has contemporaneously executed and issued to and in favor of Lender a certain Leasehold Mortgage and Security Agreement (the "Leasehold Mortgage") pursuant to which a mortgage and security interest in and to Borrower's leasehold interest and rights in and to that real property located in Faulkner County Arkansas that is more fully described on **Exhibit A** has been granted by Borrower to Lender (said leasehold rights and real property being collectively defined herein as the "Real Property"); and

WHEREAS, Borrower's leasehold interest and other rights in and to the Real Property are evidenced pursuant to the terms and conditions of that certain Lease Agreement dated December 27, 2019, and executed by the City of Conway, Arkansas (the "Lessor") and the Borrower, along with all amendments and modifications (collectively, the Lease Agreement"):

WHEREAS, among the other benefits afforded Borrower under the Lease Agreement is the right and option granted to Borrower in Article XI of the Lease Agreement to purchase and acquire the Project (as defined in the Lease Agreement) which includes the Real Property for nominal consideration upon the expiration of the Lease Agreement, including options to acquire the Lessor's interest in the Project prior to and upon the payoff of bonded indebtedness that are set forth and specified in Article XI of the Lease Agreement (and elsewhere therein) (collectively, the "Option Rights"); and

WHEREAS, in order to further collateralize its payment and performance obligations as specified in the Loan Agreement, Borrower desires to collaterally assign the Option Rights to Lender; and

WHEREAS, Lender would not extend credit to Borrower unless Borrower secures and collateralizes all of its financial and other obligations that are identified within the Loan

This Instrument Prepared By:
James M. Fowler, Jr.
Rose Law Firm, a Professional Association
120 East Fourth Street.
Little Rock, Arkansas 72201

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WHEREAS, Borrower's leasehold interest and other rights in and to the Real Property are evidenced pursuant to the terms and conditions of that certain Lease Agreement dated December 27, 2019, and executed by the City of Conway, Arkansas (the "Lessor") and the Borrower, along with all amendments and modifications (collectively, the Lease Agreement"):

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WHEREAS, in order to further collateralize its payment and performance obligations as specified in the Loan Agreement, Borrower desires to collaterally assign the Option Rights to Lender; and

WHEREAS, Lender would not extend credit to Borrower unless Borrower secures and collateralizes all of its financial and other obligations that are identified within the Loan

Agreement by means of Borrower's execution and delivery of this Collateral Assignment to Lender; and

WHEREAS, as evidenced by its signature below, Borrower hereby certifies, affirms and attests that Borrower will receive substantial and valuable monetary and other consideration as a result of its collateral assignment to Lender of option rights and other entitlements that are more fully identified below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Collateral Assignment. In order to secure and collateralize all payment and performance obligations of Borrower that are contained within the Loan Agreement and other Loan Documents, Borrower does hereby collaterally assign to Lender, and does hereby pledge and grant to Lender a lien and security interest in and to the Option Rights along with all products and proceeds related thereto, that are set forth and specified in Article XI of the Lease Agreement (and elsewhere therein).

2. Lender's Rights After Default. After the occurrence and during the continuance of an Event of Default under the terms of the Loan Agreement and assuming that Borrower does not cure said defaults, Borrower hereby authorizes Lender to, exercise any and all of the rights granted to Borrower under the Lease Agreement including, without limitation, the sole and exclusive right to possess and exercise Option Rights so that, upon exercise, Lender will own the Real Property, without any interference or objection from Borrower, or any affiliate.

3. Enforcement of Lender's Rights. Upon the continuance of an Event of Default, Lender may enforce this Collateral Assignment by delivering written notice to Borrower of its intent to do so. Any person or entity shall be entitled to rely upon the affidavit of an officer, agent or attorney of Lender stating that there has been an Event of Default.

4. Power of Attorney. Borrower does hereby make, constitute and appoint Lender, and its successors and assigns, as Borrower's true and lawful attorney in fact, in Borrower's name, place and stead, or otherwise, upon the occurrence of an Event of Default to take any and all steps and execute any and all documents that Lender may deem necessary and appropriate in its reasonable discretion to exercise its Option Rights in furtherance of the goals and intentions of this agreement. The power of attorney given herein is a power coupled with an interest and shall be irrevocable until this Agreement is terminated. Lender shall have no obligation to exercise any of the foregoing rights and power in any event.

5. Covenants of Borrower. Borrower covenants and agrees as follows:

a. Borrower shall observe and perform all of the obligations, covenants and agreements imposed upon Borrower under the Lease Agreement and the Leasehold Mortgage.

b. Borrower shall use commercially reasonable efforts, at no expense to Lender, to enforce and preserve the Option Rights and to cause all parties to the Option Rights to fully comply with the terms of the Option Rights.

c. Borrower shall never take any steps or actions that might serve to terminate, release, waive and/or discharge the Option Rights or otherwise modify or amend the Option Rights or any provisions related thereto.

d. Borrower shall not further assign, pledge or otherwise transfer or encumber the Option Rights or any of its interest therein so long as this Collateral Assignment is in effect.

e. Borrower shall not alter, modify or amend, in a material way, or terminate or cancel in any way, the Lease Agreement or any provision thereof affecting the Option Rights without the prior written consent of Lender.

f. Borrower shall notify Lender in writing upon the failure of Borrower, Borrower, or any other guarantor or affiliate to perform any obligation or covenant under the Lease Agreement, the Loan Agreement, and the Option Rights and permit Lender, at its sole option, to cure any such default within thirty (30) calendar days after receipt by Lender of such written notice of default and shall not exercise any remedy available under the Option Rights, at law or in equity during such cure period.

6. Representations and Warranties. Borrower represents or warrants as follows:

a. It has taken all actions necessary to authorize the execution and delivery of this Collateral Assignment;

b. It has full power, right and authority to execute and deliver this Collateral Assignment without the consent, permission or approval of any party whose consent has not been obtained;

c. The Option Rights are in full force and effect on the date hereof and have not been altered, amended, changed, terminated or canceled in any way; to Borrower's knowledge, are not subject to any defenses, setoffs or counterclaims whatsoever; and to Borrower's knowledge, no breach or default exists therein or thereunder; AND

d. Borrower agrees to provide written notice of the collateral assignment of the Option Rights to all entities that are parties to the Lease Agreement contemporaneously with the execution hereof.

7. No Waiver. No delay or omission to exercise any right, power or remedy accruing to Lender upon any breach or default of Borrower under this Assignment shall impair any such right, power or remedy of Lender, nor shall it be construed to be a waiver of any such breach or default thereafter occurring, nor shall any waiver of any single breach or default theretofore occurring be deemed a waiver of any other breach or default. Any waiver, permit, consent or approval of any kind under this Assignment, or any waiver on the part of Lender of any provision or condition of this Assignment must be in writing and shall be effective only to the extent specifically set forth in such writing.

8. Remedies Cumulative. This Assignment may be enforced from time to time by Lender at its discretion, with or without order of any court and with or without appointment of a receiver, as Lender shall determine. Lender may also at any time cease to enforce this Assignment. Any failure on the part of Lender promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Lender may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Loan Agreement or any of the other Loan Documents, and the exercise by Lender of its rights and remedies hereunder shall not constitute a waiver of any of its rights or remedies under any of the other Loan Documents, at law or in equity.

9. Construction. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement.

10. Governing Law. THIS ASSIGNMENT AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE OF ARKANSAS WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN. ALL DISPUTES ARISING HEREUNDER SHALL BE ADJUDICATED IN ANY COURT OR COURTS OF COMPETENT JURISDICTION. BORROWER WAIVES ALL RIGHTS TO A JURY TRIAL OF ANY AND ALL DISPUTES ARISING HEREUNDER.

11. Binding Effect. This Assignment and the covenants and agreements herein shall be binding upon and shall inure to the benefit of Borrower, Lender and their respective heirs, legatees, devisees, executors, administrators, successors and assigns.

12. Counterparts; Facsimile and Electronic Signatures. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other

counterpart. Any signature on this Assignment by facsimile or electronic transmission shall be deemed to be an original signature thereto.

13. Security Interest; Security Agreement. Borrower hereby pledges and grants to Lender a lien and security interest in and to the Option Rights and all proceeds related thereto This Assignment shall constitute a security agreement as that term is used in the Uniform Commercial Code. Borrower hereby authorizes Lender to file a UCC financing statement in order to perfect the security interest granted herein, along with all extensions related thereto.

14. Recitals. The recitals set forth above are hereby incorporated into the operative provisions of this Assignment.

(Signature Page Follows)

This agreement is executed by the undersigned as of the date first referenced above.

STRUCTURLAM MASS TIMBER U.S., INC.

By: _____

Name: Hardy Wentzel

Title: President

ACKNOWLEDGMENT

STATE OF ~~ARKANSAS~~ Hawaii)
) ss.
COUNTY OF Maui)

On this 20th day of December, 2019, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Hardy Wentzel (being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the President of **Structurlam Mass Timber U.S., Inc.**, a Delaware corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of December, 2019.

(SEAL)

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

_____
Notary Public

DAWN HEGGER-NORDBLOM,
NOTARY PUBLIC
MY COMMISSION EXPIRES: APRIL 1, 2022

846895

DAWN HEGGER-NORDBLOM NOTARY PUBLIC No. 18-147 STATE OF HAWAII

Doc. Date: December 20, 2019 # Pages: 11
Notary Name: Dawn Hegger-Nordblom 2nd Circuit
Doc. Description: *Page to Collateral Assignment of Option Rights*

_____ 12/20/2019
Notary Signature Date

EXHIBIT A

LEASED LAND

Buildings of approximately 288,137 in total square feet located on the following described real estate situated in Faulkner County, Arkansas, to-wit:

A part of the SE1/4 of Section 19, and also a part of the NE1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the Southeast corner of said SE1/4, Section 19, Township 5 North, Range 13 West, thence North 88 degrees 56 minutes 42 seconds West along the South line of said SE1/4, 232.20 feet to the point of beginning; thence South 22 degrees 08 minutes 22 seconds East 508.41 feet (deeded South 22 degrees 38 minutes 17 seconds East 504.82 feet) to a concrete monument; thence South 00 degrees 09 minutes 15 seconds East parallel to the East line of the NE1/4 NE1/4, Section 30, 452.06 feet to the North line of a cemetary; thence along said North line North 89 degrees 22 minutes 58 seconds West 175.58 feet; thence South 05 degrees 14 minutes 37 seconds East 421.61 feet (deeded South 05 degrees 02 minutes 20 seconds East 412.01 feet) to a point 180.00 feet North 89 degrees 22 minutes 58 seconds West of the Northeast corner of the SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 210.00 feet; thence South 89 degrees 22 minutes 58 seconds East 180.00 feet to the East line of said SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 1101.24 feet to the Southeast corner of said SE1/4 NE1/4; thence North 89 degrees 22 minutes 58 seconds West along the South line of said SE1/4 NE1/4 944.88 feet to the East right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point North 16 degrees 10 minutes 07 seconds West 477.11 feet; thence to a point North 18 degrees 52 minutes 09 seconds West 95.58 feet; thence to a point North 26 degrees 13 minutes 00 seconds West 97.11 feet; thence to a point North 32 degrees 24 minutes 38 seconds West 95.77 feet; thence to a point North 36 degrees 52 minutes 07 seconds West 92.39 feet; thence to a point North 37 degrees 53 minutes 47 seconds West 669.81 feet to a point 357.05 feet North 89 degrees 22 minutes 58 seconds West of the Northwest corner of said SE1/4 NE1/4; thence continue along said right of way to a point North 37 degrees 53 minutes 47 seconds West 352.20 feet (deeded North 37 degrees 45 minutes 00 seconds West); thence to a point North 29 degrees 07 minutes 29 seconds West 305.49 feet (deeded N-W 306.59); thence to a point North 20 degrees 05 minutes 45 seconds West 833.31 feet (deeded North 19 degrees 54 minutes 00 seconds West 833.31 feet) to the South line of Section 19; thence continue along said right of way to a point North 19 degrees 56 minutes 58 seconds West 622.61 feet (deeded North 18 degrees 59 minutes 30 seconds West 629.14 feet); thence to a point North 16 degrees 04 minutes 30 seconds West 273.78 feet; thence leaving said right of way North 89 degrees 30 minutes 00 seconds East 1206.65 feet (deeded North 89 degrees 30 minutes East 1207.08 feet); thence North 89 degrees 29 minutes 25 seconds East 405.31 feet (deeded North 89 degrees 42 minutes 00 seconds East 407.55 feet); thence South 00 degrees 35 minutes 27 seconds West 850.73 feet (deeded South 00 degrees 47 minutes 25 seconds East 850.73 feet); thence South 88 degrees 56 minutes 42 seconds East 779.31 feet (deeded East 779.84 feet); to the point of beginning. LESS AND EXCEPT: A part of the SE1/4 NE1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the Northeast corner of said SE1/4 NE1/4; thence S00°23'08" West along the East line of said SE1/4 NE1/4 210.00 feet to the point of beginning; thence continue along said East line S00°23'08" West 121.00 feet; thence N89°22'58"

West, parallel to the North line of said SE1/4 NE1/4 180.00 feet; thence N00°23'08" East 121.00 feet; thence S89°22'58" East 180.00 feet to the point of beginning.

Together with easements for ingress and egress:

An easement for ingress and egress over and across the South 30 feet of the East 196 feet of the South 1/2 Southeast 1/4 of Section 19, Township 5 North, Range 13 West, upon which the asphalt-surfaced crossing from U.S. Highway 365 across the Missouri Pacific Railroad is located.

AND

Also, an easement for ingress and egress over and across a part of the Northeast 1/4 of Section 30, Township 5 North, Range 13 West, more particularly described as beginning at the Northeast corner of said Northeast 1/4; thence North 88 degrees 56 minutes 42 seconds West along the North line of said Northeast 1/4, 197.74 feet (deeded 196 feet) to the westerly most right-of-way of Missouri Pacific Railroad, said point being the point of beginning, thence along the West right-of-way of Missouri Pacific Railroad to a point South 22 degrees 46 minutes 22 seconds East 514.06 feet to the intersection of said right-of-way and the east line of the Northeast 1/4 of said Section 30; thence leaving said right-of-way along said East line South 0 degrees 09 minutes 15 seconds East 448.82 feet, said point being 420 feet North 0 degrees 09 minutes 15 seconds West of the Southeast corner of the Northeast 1/4 Northeast 1/4; thence leaving said East line North 89 degrees 22 minutes 57 seconds West 41.82 feet; thence North 0 degrees 09 minutes 15 seconds West 452.06 feet to a concrete monument; thence North 22 degrees 08 minutes 22 seconds West 508.41 feet to the North line of the Northeast 1/4 of Section 30; Thence South 88 degrees 56 minutes 42 seconds East along said North line 34.45 feet to the point of beginning.

EXHIBIT B

LEASED EQUIPMENT

Those items of machinery, equipment, furniture and furnishings, and maintenance and repair parts related thereto, acquired and installed in the Buildings or elsewhere on the Land with proceeds from the sale of the Bond (or reimbursed with proceeds from the sale of the Bond), and any item of machinery, equipment, furniture or furnishings acquired and installed in the Buildings or elsewhere on the Leased Land in substitution therefor, including but not limited to:

Lifting Equipment

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B - Equipment & Added Options

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B – Freight

Stiles Grading, Sorting, FJ, Planing, and Moving Equipment PR-2239B - Installation, Startup and Training Services

Additional Overland Shipping

Stiles Minda CLT and Glulam Presses and Lines PR-2188C - Equipment, net Outfeed Stacker Credit

Stiles Minda CLT and Glulam Presses and Lines PR-2188C – Freight

Stiles Minda CLT and Glulam Presses and Lines PR-2188C - Installation, Startup and Training Services

Sanders

Sawdust Extraction

CNC Machines

Compressed Air

QC Equipment

Other Equipment

Millwright and Electrical Equipment

First Aid Room

IT equipment

Matting equipment

IRREVOCABLE PROXY

The undersigned **NATURAL OUTCOMES, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, the "Bondholder"), hereby absolutely, irrevocably and unconditionally appoints **BANK OF MONTREAL** (together with its successors and assigns, the "Lender"), as proxy with full power of substitution, and hereby authorizes the Lender to represent the Bondholder and to make all decisions, grant or withhold all waivers, consents and amendments and otherwise vote all of the interests of the Bondholder in, to and under the following property:

1. the Taxable Industrial Development Refunding Revenue Bond (Structurlam Mass Timber U.S., Inc. Project), Series 2019 of the City of Conway, Arkansas (the "Issuer") pursuant to the Indenture, and any and all bonds or other instruments or obligations now or hereafter issued in replacement for, reissuance, subdivision, redenomination or renumbering of, or substitution for, any of the foregoing (the "Bond"); and

2. all of the Bondholder's claims, rights, powers, privileges, authority, options, security interests, liens and remedies under the Indenture, the Bond Purchase Agreement, any of the other Bond Documents, any guarantee, security, mortgage or any other document or agreement in relation thereto, or at law, and all of the Bondholder's rights to exercise and enforce any right, power, remedy, authority, option and privilege of the Bondholder under any of the foregoing, in each case relating to the Bond.

The proxy conferred hereby shall include, without limitation:

1. all of the Bondholder's rights of access and inspection to and use of all books and records, including computer software and computer software programs, of the Trustee; and

2. all voting rights in respect of the Bond, including, without limitation, any power to terminate, cancel or modify, or consent to the termination, cancelation or modification or, any document or agreement, to execute any instruments or to take any and all other action on behalf of and in the name of the Bondholder in respect of the Bond (or the Indenture, the Bond Purchase Agreement or any of the other Bond Documents in relation to the Bond), to make determinations, to exercise any election (including, without limitation, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with the full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any assets, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing.

As used in this Proxy, the following terms have the following meanings:

"Bond Documents" means, collectively, the Indenture, the Bond Purchase Agreement, the Intercreditor Agreement, and each other agreement or instrument heretofore or hereafter from time to time entered into or issued under or in connection with any of the foregoing, in each case as amended, modified, supplemented restated and otherwise in effect from time to time.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 27, 2019 between the Issuer and the Bondholder, in its capacity as the initial purchaser of the Bond, as the same may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Indenture" means the Trust Indenture, dated as of December 27, 2019, granted by the Issuer in favor of the Simmons Bank, Pine Bluff, Arkansas in its capacity as the initial trustee, providing for the issuance by the Issuer of certain bonds from time to time, including, without limitation the Bond, including all supplements thereto, whether heretofore or hereafter entered into, as said Indenture may be amended, modified, supplemented, waived, restated, replaced and otherwise in effect from time to time.

"Intercreditor Agreement" means that certain Intercreditor Agreement dated December 27, 2019 by and between the Issuer, the Lender, the Borrower, Structurlam Mass Timber Corporation; SLP Holdings LTD, the Bondholder and the Trustee, as amended, modified, supplemented, restated and otherwise in effect from time to time.

This proxy is coupled with an interest and shall be irrevocable.

(Signature Page Follows)

Date: December 27, 2019

NATURAL OUTCOMES, LLC, Bondholder

By: _____

Name: Hardy Wentzel

Title: Manager

ACKNOWLEDGED:

The undersigned hereby acknowledges receipt of the foregoing and agrees to recognize the powers granted therein and further agrees to recognize such powers in the event the undersigned shall be in possession of the Bond as a custodian thereof:

Simmons Bank, Trustee

By: _____

Name: Glenda Dean
Title: Senior Vice President and Corporate Trust Manager

ENDORSEMENT ALLONGE
AND BOND POWER

FOR VALUE RECEIVED, Natural Outcomes, LLC hereby irrevocably and unconditionally sells, assigns and transfers to the order of Bank of Montreal and assigns the Taxable Industrial Development Refunding Revenue Bond (Structurlam Mass Timber U.S., Inc. Project), Series 2019 of the City of Conway (the "Issuer") issued under the Trust Indenture dated December 27, 2019 and supplements thereto, granted by the Issuer in favor of Simmons Bank, as Trustee (the "Trustee") in the original aggregate principal amount not to exceed US $75,000,000 (the "Bond"), and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books of the Trustee with full power of substitution.

Dated: December 27, 2019.

NATURAL OUTCOMES, LLC

By: _____

Name: Hardy Wentzel

Title: Manager

This is Exhibit "CC" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

LIMITED RECOURSE GUARANTEE

This Agreement is made as of December 21, 2017.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Shane Klein, Managing Director – Western Canada, Private Equity/Sponsor
Facsimile: (604) 687-3666
Email: shane.klein@bmo.com

RECITALS:

A. SLP Operations Inc. (the "**Debtor**"), Bank of Montreal (the "**Creditor**") and SLP Holdings Ltd. (the "**Guarantor**"), are parties to a credit agreement dated as of December 21, 2017 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of the Guarantor that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Guarantor, the Guarantor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlled**" has a meaning correlative thereto.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or

contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.

"**Intercompany Debt**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Guarantor and all guarantees and security therefor.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Original Currency**" has the meaning set out in Section 19.

"**Other Currency**" has the meaning set out in Section 19.

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

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

"**Security**" means any present or future Lien, or any present or future guarantee or other financial assistance, granted by any Person with respect to any or all of the Debtor Liabilities or Guarantor Liabilities.

"**Surety**" means any present or future guarantor or surety of any or all of the Debtor Liabilities, other than the Guarantor.

2. Guarantee. The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Creditor, of all Debtor Liabilities when due in accordance with their terms. All amounts payable by the Guarantor under this Agreement shall be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor, and any which are not so paid shall bear interest from the date of such demand at the rate or rates applicable to the corresponding Debtor Liabilities.

3. Limited Recourse. Notwithstanding any other provision hereof, the only remedy that the Creditor shall have against the Guarantor hereunder in the event of non-payment by the Guarantor of the Guarantor Liabilities is to realize upon the Collateral, as such term is defined in the pledge agreement dated of date even herewith granted by the Guarantor to the Creditor. For greater certainty, it is hereby declared that the Creditor shall in no circumstance have any right of payment or realization from the Guarantor hereunder independent of the foregoing. The foregoing: (a) does not constitute a waiver, release or discharge of the Debtor Liabilities, the Guarantor Liabilities or any portion thereof, and (b) does not limit or restrict the right of the Creditor to name the Guarantor as a defendant in any action, suit for judicial foreclosure or for the exercise of any other remedy under or in connection with this Agreement or any other Document so long as no judgement in the nature of money or deficiency judgement shall be enforced against the Guarantor out of any of its property, assets or undertaking other than the Collateral.

4. Guarantor Liabilities. The Guarantor Liabilities are continuing, absolute, unconditional and irrevocable. The Guarantor Liabilities shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Creditor, the Debtor or any other Person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities.

5. Guarantee Absolute. Without limiting the generality of Section 4, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any lack of genuineness, legality, validity or enforceability of any of the Debtor Liabilities or of any agreement or arrangement between the Debtor, or any other

Person, and the Creditor, or any failure by the Debtor, or any other Person, to carry out any of its obligations under any such agreement or arrangement;

(b) any change in the existence, name, objects, business, powers, organization, share capital, Organizational Documents, ownership, control, directors or management of the Debtor, the Guarantor or any Surety, the reorganization of the Debtor, the Guarantor or any Surety, any amalgamation or merger by the Debtor, the Guarantor or any Surety with any other Person or Persons, or any continuation of the Debtor, the Guarantor, or any Surety under the laws of any jurisdiction;

(c) any lack or limitation of power, incapacity or disability of the Debtor, the Guarantor or any Surety or of the directors, officers, managers, employees or agents of the Debtor, the Guarantor or any Surety or any other irregularity, defect or informality, or any fraud, by the Debtor, the Guarantor or any Surety or any of their respective directors, officers, managers, employees or agents, with respect to any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(d) any non-compliance with or contravention by the Guarantor of any provision of any corporate statute applicable to the Guarantor relative to guarantees or other financial assistance given by the Guarantor;

(e) any impossibility, impracticability, frustration of purpose, force majeure or act of Governmental Authority with respect to the performance of any of the Debtor Liabilities or Guarantor Liabilities;

(f) any Insolvency Proceeding affecting, or the financial condition of, the Debtor, the Guarantor, any Surety, the Creditor or any other Person at any time;

(g) any law, regulation, limitation or prescription period or other circumstance that might otherwise be a defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full) available to, or a discharge of, the Debtor, the Guarantor or any Surety in respect of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(h) any loss of, or in respect of, any Security by or on behalf of the Creditor from the Debtor, the Guarantor, any Surety or any other Person, whether occasioned through the fault of the Creditor or otherwise;

(i) any loss or impairment of any right of the Guarantor for subrogation, reimbursement or contribution, whether or not as a result of any action taken or omitted to be taken by the Creditor; or

(j) any other matter, act, omission, circumstance, development or thing of any and every nature, kind and description whatsoever, whether similar or dissimilar to the foregoing (other than the due payment and performance in full of the Debtor Liabilities and the Guarantor Liabilities) that might in any manner (but for the

operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to, a guarantor, a surety, or a principal debtor, even if known by the Creditor.

6. Dealing with Debtor Liabilities. Without limiting the generality of Section 4, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full), limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any amendment, alteration, novation or variation in any manner and to any extent (and irrespective of the effect of the same on the Guarantor) of any of the Debtor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(b) any limitation, compromise, subordination, postponement or abandonment of any of the Debtor Liabilities, any of the Guarantor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(c) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by the Creditor to the Debtor, any Surety or any other Person;

(d) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities;

(e) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Debtor made or permitted by the Creditor of, or by any other Person or Persons liable to the Creditor with respect to, any or all of the Debtor Liabilities;

(f) the Creditor taking or abstaining from taking Security from the Debtor, any Surety or any other Person or abstaining from completing, perfecting or maintaining the perfection of any Security;

(g) the Creditor releasing, substituting or adding one or more Sureties or endorsers, accepting additional or substituted Security, or releasing, subordinating or postponing any Security;

(h) the Creditor accepting compromises from the Debtor, any Surety or any other Person;

(i) the creation or addition of any new Documents;

(j) the Creditor doing, or omitting to do, anything to enforce the payment or performance of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities, any or all of the liabilities and obligations of any Surety or any Security;

(k) the Creditor giving or refusing to give or continuing to give any credit or any financial accommodation to the Debtor or to any other Person;

(l) the Creditor proving any claim in any Insolvency Proceeding affecting the Debtor, the Guarantor, any Surety or any other Person as it sees fit or refraining from proving any claim or permitting or suffering the impairment of any of the Debtor Liabilities in any such Insolvency Proceeding; making any election in any such Insolvency Proceeding; permitting or suffering the creation of secured or unsecured credit or debt in any such Insolvency Proceeding; or permitting or suffering the disallowance, avoidance, or subordination of any of the Debtor Liabilities or the obligations of any other debtor with respect to the Debtor Liabilities in any such Insolvency Proceeding;

(m) the Creditor applying any money received from the Debtor, any Surety, any other Person or any Security upon such part of the Debtor Liabilities as the Creditor may see fit or changing any such application in whole or in part from time to time as the Creditor may see fit; or

(n) the Creditor otherwise dealing with the Debtor, any Surety, any other Person, the Debtor Liabilities, the liabilities and obligations of any Sureties, and all Security as the Creditor may see fit.

By accepting the benefit of this Agreement the Creditor is deemed to have acknowledged that the foregoing consent and waiver by the Guarantor is intended to waive all defences that might otherwise be available to the Guarantor as a guarantor under Applicable Laws and is not intended to constitute the Guarantor's agreement for the purposes of any future act or transaction made pursuant to the Credit Agreement which is expressly required by the terms of the Credit Agreement to be agreed to by the Guarantor in writing.

7. Settlement of Accounts. Any account settled or stated between the Creditor and the Debtor shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by the Debtor to the Creditor is so due.

8. Indemnity. If any or all of the Debtor Liabilities are not duly paid or performed by the Debtor and are not paid or performed by the Guarantor under Section 2 for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save the Creditor harmless from and against all losses, costs, damages, expenses, claims and liabilities that the Creditor may suffer or incur in connection with or in respect of any failure by the Debtor for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Creditor after demand as herein provided, provided that the remedies of the Creditor pursuant to this Section 8 shall be limited as set out in Section 3.

9. Guarantor Liable as Principal Debtor. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Agreement on the basis of a guarantee or the Creditor is not indemnified under Section 8, in each case, for any reason whatsoever, then, notwithstanding any other provision of this Agreement, but subject to Section 3, the Guarantor shall be liable under this Agreement as principal obligor in respect of the due payment of such amount and shall pay such amount to the Creditor after demand as herein provided.

10. Continuing Guarantee. This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement or the Guarantor Liabilities other than by the due and punctual payment in full of the Guarantor Liabilities.

11. Stay of Acceleration. If acceleration of the time for payment, or the liability of the Debtor to make payment, of any amount specified to be payable by the Debtor in respect of the Debtor Liabilities is stayed, prohibited or otherwise affected upon any Insolvency Proceeding or other event affecting the Debtor or payment of any of the Debtor Liabilities by the Debtor, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes of this Agreement to be and to have become due and payable by the Debtor and shall be payable by the Guarantor under this Agreement immediately forthwith on demand by the Creditor.

12. Debtor Information. The Guarantor acknowledges and agrees that the Guarantor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Creditor or any other Person whether in answer to any enquiry by or on behalf of the Guarantor or not and the Creditor was not prior to the execution by the Guarantor of this Agreement, and is not thereafter, under any duty to disclose to the Guarantor or any other Person any information, matter or thing (material or otherwise) relating to the Debtor, its affairs or its transactions with the Creditor, including any information, matter or thing which puts or may put the Debtor in a position which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether known or unknown to the Guarantor, are present in any transaction between the Debtor and the Creditor, and the Creditor was not and is not under any duty to do or execute any matter, thing or document relating to the Debtor, its affairs or its transactions with the Creditor. The Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor, and not to the Creditor, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

13. Reinstatement. If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this Agreement shall continue to be

effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

14. Subrogation. Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities.

15. Assignment and Postponement. The Guarantor hereby (a) grants to the Creditor a security interest in all Intercompany Debt as general and continuing collateral security for the Guarantor Liabilities, and (b) postpones all Intercompany Debt to the payment in full of the Debtor Liabilities. All moneys received by the Guarantor in respect of Intercompany Debt shall be received in trust for the Creditor and, immediately following such receipt, shall be paid over to the Creditor.

16. Insolvency Proceedings. In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor may in its discretion value as it sees fit, or may refrain from valuing, any Security held by it.

17. Marshalling. The Guarantor waives to the fullest extent permitted by Applicable Laws, any right or claim of right to cause a marshalling of the Debtor's, a Surety's or any other Person's assets, or to cause the Creditor to proceed against the Debtor, a Surety or any other Person, or any Security, in any particular order. The Creditor shall not have any obligation to marshall any assets in favour of the Debtor, a Surety or any other Person or against or in payment of any of the Debtor Liabilities or any of the obligations of the Guarantor, the Debtor, a Surety or any other Person owed to the Creditor.

18. Enforcing Rights Against Guarantor. This is a guarantee of payment and performance and not of collection. The Creditor shall not be required to take any action or to exhaust its

recourse against the Debtor, any Surety or any other Person, or to enforce or value any Security, before being entitled to payment from, and to enforce its rights and remedies against, the Guarantor under this Agreement. The Guarantor hereby renounces to the benefits of division and discussion.

19. Foreign Currency Guarantor Liabilities. The Guarantor shall make payment relative to any Debtor Liabilities in the currency (the "**Original Currency**") in which the Debtor is required to pay such Debtor Liabilities. If the Guarantor makes payment relative to any Debtor Liabilities in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the Guarantor Liabilities only to the extent of the amount of the Original Currency which the Creditor is able to purchase at Vancouver, BC with the amount it receives on the date of receipt. If the amount of the Original Currency which the Creditor is able to purchase is less than the amount of such currency originally due to it in respect to the relevant Debtor Liabilities, the Guarantor shall indemnify and save the Creditor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity constitutes an obligation separate and independent from the other obligations contained in this Agreement, gives rise to a separate and independent cause of action, applies irrespective of any indulgence granted by the Creditor and continues in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

20. Taxes and Set-Off. All payments to be made by the Guarantor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any Applicable Laws requires the Guarantor to make any such deduction or withholding from any such payment, the sum due from the Guarantor with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

21. Representations and Warranties. The Guarantor represents and warrants, upon each of which representations and warranties the Creditor relies, that each of the representations and warranties relative to the Guarantor in each of the other Documents is true and correct when made or deemed made.

22. Covenants. The Guarantor shall comply with all of the provisions, covenants and agreements contained in each of the Documents to the extent that such provisions, covenants and agreements apply to the Guarantor or its subsidiaries and shall, and shall cause each of its subsidiaries to, take, or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in any of the Documents, and so that no Default or Event of Default under any of the Documents, is caused by the actions or inactions of the Guarantor or any of its subsidiaries.

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

24. Waiver. The Guarantor shall not assert, and hereby waives, any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement.

25. Additional Security. This Agreement is in addition to, and not in substitution of, any and all other Security previously or concurrently delivered by the Guarantor or any other Person to the Creditor, all of which other Security shall remain in full force and effect.

26. Alteration. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor.

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

28. Governing Law; Attornment. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Guarantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. The Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to Section 23. Nothing in this Section affects the right of the Creditor to serve process in any manner permitted by Applicable Laws.

29. Time. Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitation period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the *Limitation Act* (British Columbia), and any other limitation period in respect of such claim (including that provided for in the *Limitation Act* (British Columbia)) is extended accordingly.

30. Interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any

section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

31. Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Guarantor or the Creditor is an individual, then the term "Guarantor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

32. Acknowledgment of Receipt. The Guarantor acknowledges receipt of an executed copy of this Agreement.

33. Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

34. Electronic Signature. Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

SLP HOLDINGS LTD.

By: _____
Name: J.T. Mark
Title: Director

This is Exhibit "DD" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

LIMITED RECOURSE GUARANTEE

This Agreement is made as of May 4, 2020.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Alex Melnikov, Director, BMO Sponsor Finance
Facsimile: (604) 687-3666
Email: alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation and Structurlam Mass Timber U.S., Inc. (together and each individually, the "**Debtor**"), Bank of Montreal (the "**Creditor**") and SLP Holdings Ltd., are parties to a credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of SLP Holdings Ltd. (the "**Guarantor**") that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Guarantor, the Guarantor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlled**" has a meaning correlative thereto.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or

contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.

"**Intercompany Debt**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Guarantor and all guarantees and security therefor.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Original Currency**" has the meaning set out in Section 19.

"**Other Currency**" has the meaning set out in Section 19.

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

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

"**Security**" means any present or future Lien, or any present or future guarantee or other financial assistance, granted by any Person with respect to any or all of the Debtor Liabilities or Guarantor Liabilities.

"**Surety**" means any present or future guarantor or surety of any or all of the Debtor Liabilities, other than the Guarantor.

2. **Guarantee.** The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Creditor, of all Debtor Liabilities when due in accordance with their terms. All amounts payable by the Guarantor under this Agreement shall be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor, and any which are not so paid shall bear interest from the date of such demand at the rate or rates applicable to the corresponding Debtor Liabilities.

3. **Limited Recourse.** Notwithstanding any other provision hereof, the only remedy that the Creditor shall have against the Guarantor hereunder in the event of non-payment by the Guarantor of the Guarantor Liabilities is to realize upon the Collateral, as such term is defined in the pledge agreement dated December 21, 2017 granted by the Guarantor to the Creditor (the "**Pledge Agreement**") which, for greater certainty, includes the additional collateral listed in the pledge amendment dated May 4, 2020 delivered pursuant to Section 6(j) of the Pledge Agreement. For greater certainty, it is hereby declared that the Creditor shall in no circumstance have any right of payment or realization from the Guarantor hereunder independent of the foregoing. The foregoing: (a) does not constitute a waiver, release or discharge of the Debtor Liabilities, the Guarantor Liabilities or any portion thereof, and (b) does not limit or restrict the right of the Creditor to name the Guarantor as a defendant in any action, suit for judicial foreclosure or for the exercise of any other remedy under or in connection with this Agreement or any other Document so long as no judgement in the nature of money or deficiency judgement shall be enforced against the Guarantor out of any of its property, assets or undertaking other than the Collateral.

4. **Guarantor Liabilities.** The Guarantor Liabilities are continuing, absolute, unconditional and irrevocable. The Guarantor Liabilities shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Creditor, the Debtor or any other Person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities.

5. **Guarantee Absolute.** Without limiting the generality of Section 4, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any lack of genuineness, legality, validity or enforceability of any of the Debtor Liabilities or of any agreement or arrangement between the Debtor, or any other

Person, and the Creditor, or any failure by the Debtor, or any other Person, to carry out any of its obligations under any such agreement or arrangement;

(b) any change in the existence, name, objects, business, powers, organization, share capital, Organizational Documents, ownership, control, directors or management of the Debtor, the Guarantor or any Surety, the reorganization of the Debtor, the Guarantor or any Surety, any amalgamation or merger by the Debtor, the Guarantor or any Surety with any other Person or Persons, or any continuation of the Debtor, the Guarantor, or any Surety under the laws of any jurisdiction;

(c) any lack or limitation of power, incapacity or disability of the Debtor, the Guarantor or any Surety or of the directors, officers, managers, employees or agents of the Debtor, the Guarantor or any Surety or any other irregularity, defect or informality, or any fraud, by the Debtor, the Guarantor or any Surety or any of their respective directors, officers, managers, employees or agents, with respect to any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(d) any non-compliance with or contravention by the Guarantor of any provision of any corporate statute applicable to the Guarantor relative to guarantees or other financial assistance given by the Guarantor;

(e) any impossibility, impracticability, frustration of purpose, force majeure or act of Governmental Authority with respect to the performance of any of the Debtor Liabilities or Guarantor Liabilities;

(f) any Insolvency Proceeding affecting, or the financial condition of, the Debtor, the Guarantor, any Surety, the Creditor or any other Person at any time;

(g) any law, regulation, limitation or prescription period or other circumstance that might otherwise be a defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full) available to, or a discharge of, the Debtor, the Guarantor or any Surety in respect of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(h) any loss of, or in respect of, any Security by or on behalf of the Creditor from the Debtor, the Guarantor, any Surety or any other Person, whether occasioned through the fault of the Creditor or otherwise;

(i) any loss or impairment of any right of the Guarantor for subrogation, reimbursement or contribution, whether or not as a result of any action taken or omitted to be taken by the Creditor; or

(j) any other matter, act, omission, circumstance, development or thing of any and every nature, kind and description whatsoever, whether similar or dissimilar to the foregoing (other than the due payment and performance in full of the Debtor Liabilities and the Guarantor Liabilities) that might in any manner (but for the

operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to, a guarantor, a surety, or a principal debtor, even if known by the Creditor.

6. Dealing with Debtor Liabilities. Without limiting the generality of Section 4, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full), limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any amendment, alteration, novation or variation in any manner and to any extent (and irrespective of the effect of the same on the Guarantor) of any of the Debtor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(b) any limitation, compromise, subordination, postponement or abandonment of any of the Debtor Liabilities, any of the Guarantor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(c) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by the Creditor to the Debtor, any Surety or any other Person;

(d) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities;

(e) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Debtor made or permitted by the Creditor of, or by any other Person or Persons liable to the Creditor with respect to, any or all of the Debtor Liabilities;

(f) the Creditor taking or abstaining from taking Security from the Debtor, any Surety or any other Person or abstaining from completing, perfecting or maintaining the perfection of any Security;

(g) the Creditor releasing, substituting or adding one or more Sureties or endorsers, accepting additional or substituted Security, or releasing, subordinating or postponing any Security;

(h) the Creditor accepting compromises from the Debtor, any Surety or any other Person;

(i) the creation or addition of any new Documents;

(j) the Creditor doing, or omitting to do, anything to enforce the payment or performance of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities, any or all of the liabilities and obligations of any Surety or any Security;

(k) the Creditor giving or refusing to give or continuing to give any credit or any financial accommodation to the Debtor or to any other Person;

(l) the Creditor proving any claim in any Insolvency Proceeding affecting the Debtor, the Guarantor, any Surety or any other Person as it sees fit or refraining from proving any claim or permitting or suffering the impairment of any of the Debtor Liabilities in any such Insolvency Proceeding; making any election in any such Insolvency Proceeding; permitting or suffering the creation of secured or unsecured credit or debt in any such Insolvency Proceeding; or permitting or suffering the disallowance, avoidance, or subordination of any of the Debtor Liabilities or the obligations of any other debtor with respect to the Debtor Liabilities in any such Insolvency Proceeding;

(m) the Creditor applying any money received from the Debtor, any Surety, any other Person or any Security upon such part of the Debtor Liabilities as the Creditor may see fit or changing any such application in whole or in part from time to time as the Creditor may see fit; or

(n) the Creditor otherwise dealing with the Debtor, any Surety, any other Person, the Debtor Liabilities, the liabilities and obligations of any Sureties, and all Security as the Creditor may see fit.

By accepting the benefit of this Agreement the Creditor is deemed to have acknowledged that the foregoing consent and waiver by the Guarantor is intended to waive all defences that might otherwise be available to the Guarantor as a guarantor under Applicable Laws and is not intended to constitute the Guarantor's agreement for the purposes of any future act or transaction made pursuant to the Credit Agreement which is expressly required by the terms of the Credit Agreement to be agreed to by the Guarantor in writing.

7. Settlement of Accounts. Any account settled or stated between the Creditor and the Debtor shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by the Debtor to the Creditor is so due.

8. Indemnity. If any or all of the Debtor Liabilities are not duly paid or performed by the Debtor and are not paid or performed by the Guarantor under Section 2 for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save the Creditor harmless from and against all losses, costs, damages, expenses, claims and liabilities that the Creditor may suffer or incur in connection with or in respect of any failure by the Debtor for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Creditor after demand as herein provided, provided that the remedies of the Creditor pursuant to this Section 8 shall be limited as set out in Section 3.

9. Guarantor Liable as Principal Debtor. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Agreement on the basis

of a guarantee or the Creditor is not indemnified under Section 8, in each case, for any reason whatsoever, then, notwithstanding any other provision of this Agreement, but subject to Section 3, the Guarantor shall be liable under this Agreement as principal obligor in respect of the due payment of such amount and shall pay such amount to the Creditor after demand as herein provided.

10. Continuing Guarantee. This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement or the Guarantor Liabilities other than by the due and punctual payment in full of the Guarantor Liabilities.

11. Stay of Acceleration. If acceleration of the time for payment, or the liability of the Debtor to make payment, of any amount specified to be payable by the Debtor in respect of the Debtor Liabilities is stayed, prohibited or otherwise affected upon any Insolvency Proceeding or other event affecting the Debtor or payment of any of the Debtor Liabilities by the Debtor, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes of this Agreement to be and to have become due and payable by the Debtor and shall be payable by the Guarantor under this Agreement immediately forthwith on demand by the Creditor.

12. Debtor Information. The Guarantor acknowledges and agrees that the Guarantor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Creditor or any other Person whether in answer to any enquiry by or on behalf of the Guarantor or not and the Creditor was not prior to the execution by the Guarantor of this Agreement, and is not thereafter, under any duty to disclose to the Guarantor or any other Person any information, matter or thing (material or otherwise) relating to the Debtor, its affairs or its transactions with the Creditor, including any information, matter or thing which puts or may put the Debtor in a position which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether known or unknown to the Guarantor, are present in any transaction between the Debtor and the Creditor, and the Creditor was not and is not under any duty to do or execute any matter, thing or document relating to the Debtor, its affairs or its transactions with the Creditor. The Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor, and not to the Creditor, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

13. Reinstatement. If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

14. Subrogation. Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities.

15. Assignment and Postponement. The Guarantor hereby (a) grants to the Creditor a security interest in all Intercompany Debt as general and continuing collateral security for the Guarantor Liabilities, and (b) postpones all Intercompany Debt to the payment in full of the Debtor Liabilities. All moneys received by the Guarantor in respect of Intercompany Debt shall be received in trust for the Creditor and, immediately following such receipt, shall be paid over to the Creditor.

16. Insolvency Proceedings. In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor may in its discretion value as it sees fit, or may refrain from valuing, any Security held by it.

17. Marshalling. The Guarantor waives to the fullest extent permitted by Applicable Laws, any right or claim of right to cause a marshalling of the Debtor's, a Surety's or any other Person's assets, or to cause the Creditor to proceed against the Debtor, a Surety or any other Person, or any Security, in any particular order. The Creditor shall not have any obligation to marshall any assets in favour of the Debtor, a Surety or any other Person or against or in payment of any of the Debtor Liabilities or any of the obligations of the Guarantor, the Debtor, a Surety or any other Person owed to the Creditor.

18. Enforcing Rights Against Guarantor. This is a guarantee of payment and performance and not of collection. The Creditor shall not be required to take any action or to exhaust its recourse against the Debtor, any Surety or any other Person, or to enforce or value any Security, before being entitled to payment from, and to enforce its rights and remedies against, the Guarantor under this Agreement. The Guarantor hereby renounces to the benefits of division and discussion.

19. Foreign Currency Guarantor Liabilities. The Guarantor shall make payment relative to any Debtor Liabilities in the currency (the "**Original Currency**") in which the Debtor is required to pay such Debtor Liabilities. If the Guarantor makes payment relative to any Debtor Liabilities in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the Guarantor Liabilities only to the extent of the amount of the Original Currency which the Creditor is able to purchase at Vancouver, BC with the amount it receives on the date of receipt. If the amount of the Original Currency which the Creditor is able to purchase is less than the amount of such currency originally due to it in respect to the relevant Debtor Liabilities, the Guarantor shall indemnify and save the Creditor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity constitutes an obligation separate and independent from the other obligations contained in this Agreement, gives rise to a separate and independent cause of action, applies irrespective of any indulgence granted by the Creditor and continues in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

20. Taxes and Set-Off. All payments to be made by the Guarantor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any Applicable Laws requires the Guarantor to make any such deduction or withholding from any such payment, the sum due from the Guarantor with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

21. Representations and Warranties. The Guarantor represents and warrants, upon each of which representations and warranties the Creditor relies, that each of the representations and warranties relative to the Guarantor in each of the other Documents is true and correct when made or deemed made.

22. Covenants. The Guarantor shall comply with all of the provisions, covenants and agreements contained in each of the Documents to the extent that such provisions, covenants and agreements apply to the Guarantor or its subsidiaries and shall, and shall cause each of its subsidiaries to, take, or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in any of the Documents, and so that no Default or Event of Default under any of the Documents, is caused by the actions or inactions of the Guarantor or any of its subsidiaries.

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

24. Waiver. The Guarantor shall not assert, and hereby waives, any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement.

25. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other Security previously or concurrently delivered by the Guarantor or any other Person to the Creditor, all of which other Security shall remain in full force and effect.

26. **Alteration.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor.

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

28. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Guarantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. The Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to Section 23. Nothing in this Section affects the right of the Creditor to serve process in any manner permitted by Applicable Laws.

29. **Time.** Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitation period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the *Limitation Act* (British Columbia), and any other limitation period in respect of such claim (including that provided for in the *Limitation Act* (British Columbia)) is extended accordingly.

30. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein

to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

31. Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Guarantor or the Creditor is an individual, then the term "Guarantor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

32. Acknowledgment of Receipt. The Guarantor acknowledges receipt of an executed copy of this Agreement.

33. Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

34. Electronic Signature. Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

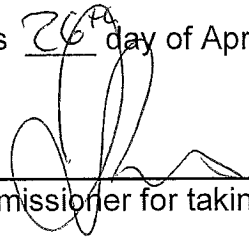
[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

SLP HOLDINGS LTD.

By: _____
Name: JT MAUK
Title: Director

This is Exhibit "EE" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.



A Commissioner for taking Affidavits in British Columbia

GUARANTEE

This Agreement is made as of May 4, 2020.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Alex Melnikov, Director, BMO Sponsor Finance
Facsimile: (604) 687-3666
Email: alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation (the "**Guarantor**"), Structurlam Mass Timber U.S., Inc. (the "**Debtor**"), Bank of Montreal (the "**Creditor**") and SLP Holdings Ltd., are parties to a credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of the Guarantor that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Guarantor, the Guarantor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlled**" has a meaning correlative thereto.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.

"**Intercompany Debt**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Guarantor and all guarantees and security therefor.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Original Currency**" has the meaning set out in Section 18.

"**Other Currency**" has the meaning set out in Section 18.

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

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

"**Security**" means any present or future Lien, or any present or future guarantee or other financial assistance, granted by any Person with respect to any or all of the Debtor Liabilities or Guarantor Liabilities.

"**Surety**" means any present or future guarantor or surety of any or all of the Debtor Liabilities, other than the Guarantor.

2. Guarantee. The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Creditor, of all Debtor Liabilities when due in accordance with their terms. All amounts payable by the Guarantor under this Agreement shall be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor, and any which are not so paid shall bear interest from the date of such demand at the rate or rates applicable to the corresponding Debtor Liabilities.

3. Guarantor Liabilities. The Guarantor Liabilities are continuing, absolute, unconditional and irrevocable. The Guarantor Liabilities shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Creditor, the Debtor or any other Person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities.

4. Guarantee Absolute. Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any lack of genuineness, legality, validity or enforceability of any of the Debtor Liabilities or of any agreement or arrangement between the Debtor, or any other Person, and the Creditor, or any failure by the Debtor, or any other Person, to carry out any of its obligations under any such agreement or arrangement;

(b) any change in the existence, name, objects, business, powers, organization, share capital, Organizational Documents, ownership, control, directors or management of the Debtor, the Guarantor or any Surety, the reorganization of the Debtor, the Guarantor or any Surety, any amalgamation or merger by the Debtor, the Guarantor or any Surety with any other Person or Persons, or any continuation of the Debtor, the Guarantor, or any Surety under the laws of any jurisdiction;

(c) any lack or limitation of power, incapacity or disability of the Debtor, the Guarantor or any Surety or of the directors, officers, managers, employees or agents of the Debtor, the Guarantor or any Surety or any other irregularity, defect or informality, or any fraud, by the Debtor, the Guarantor or any Surety or any of their respective directors, officers, managers, employees or agents, with respect to any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(d) any non-compliance with or contravention by the Guarantor of any provision of any corporate statute applicable to the Guarantor relative to guarantees or other financial assistance given by the Guarantor;

(e) any impossibility, impracticability, frustration of purpose, force majeure or act of Governmental Authority with respect to the performance of any of the Debtor Liabilities or Guarantor Liabilities;

(f) any Insolvency Proceeding affecting, or the financial condition of, the Debtor, the Guarantor, any Surety, the Creditor or any other Person at any time;

(g) any law, regulation, limitation or prescription period or other circumstance that might otherwise be a defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full) available to, or a discharge of, the Debtor, the Guarantor or any Surety in respect of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(h) any loss of, or in respect of, any Security by or on behalf of the Creditor from the Debtor, the Guarantor, any Surety or any other Person, whether occasioned through the fault of the Creditor or otherwise;

(i) any loss or impairment of any right of the Guarantor for subrogation, reimbursement or contribution, whether or not as a result of any action taken or omitted to be taken by the Creditor; or

(j) any other matter, act, omission, circumstance, development or thing of any and every nature, kind and description whatsoever, whether similar or dissimilar to the foregoing (other than the due payment and performance in full of the Debtor Liabilities and the Guarantor Liabilities) that might in any manner (but for the operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to, a guarantor, a surety, or a principal debtor, even if known by the Creditor.

5. Dealing with Debtor Liabilities. Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full), limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any amendment, alteration, novation or variation in any manner and to any extent (and irrespective of the effect of the same on the Guarantor) of any of the Debtor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(b) any limitation, compromise, subordination, postponement or abandonment of any of the Debtor Liabilities, any of the Guarantor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(c) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by the Creditor to the Debtor, any Surety or any other Person;

(d) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities;

(e) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Debtor made or permitted by the Creditor of, or by any other Person or Persons liable to the Creditor with respect to, any or all of the Debtor Liabilities;

(f) the Creditor taking or abstaining from taking Security from the Debtor, any Surety or any other Person or abstaining from completing, perfecting or maintaining the perfection of any Security;

(g) the Creditor releasing, substituting or adding one or more Sureties or endorsers, accepting additional or substituted Security, or releasing, subordinating or postponing any Security;

(h) the Creditor accepting compromises from the Debtor, any Surety or any other Person;

(i) the creation or addition of any new Documents;

(j) the Creditor doing, or omitting to do, anything to enforce the payment or performance of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities, any or all of the liabilities and obligations of any Surety or any Security;

(k) the Creditor giving or refusing to give or continuing to give any credit or any financial accommodation to the Debtor or to any other Person;

(l) the Creditor proving any claim in any Insolvency Proceeding affecting the Debtor, the Guarantor, any Surety or any other Person as it sees fit or refraining from proving any claim or permitting or suffering the impairment of any of the Debtor Liabilities in any such Insolvency Proceeding; making any election in any such Insolvency Proceeding; permitting or suffering the creation of secured or unsecured credit or debt in any such Insolvency Proceeding; or permitting or suffering the disallowance, avoidance, or subordination of any of the Debtor Liabilities or the obligations of any other debtor with respect to the Debtor Liabilities in any such Insolvency Proceeding;

(m) the Creditor applying any money received from the Debtor, any Surety, any other Person or any Security upon such part of the Debtor Liabilities as the Creditor may see fit or changing any such application in whole or in part from time to time as the Creditor may see fit; or

(n) the Creditor otherwise dealing with the Debtor, any Surety, any other Person, the Debtor Liabilities, the liabilities and obligations of any Sureties, and all Security as the Creditor may see fit.

By accepting the benefit of this Agreement the Creditor is deemed to have acknowledged that the foregoing consent and waiver by the Guarantor is intended to waive all defences that might otherwise be available to the Guarantor as a guarantor under Applicable Laws and is not intended to constitute the Guarantor's agreement for the purposes of any future act or transaction made pursuant to the Credit Agreement which is expressly required by the terms of the Credit Agreement to be agreed to by the Guarantor in writing.

6. Settlement of Accounts. Any account settled or stated between the Creditor and the Debtor shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by the Debtor to the Creditor is so due.

7. Indemnity. If any or all of the Debtor Liabilities are not duly paid or performed by the Debtor and are not paid or performed by the Guarantor under Section 2 for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save the Creditor harmless from and against all losses, costs, damages, expenses, claims and liabilities that the Creditor may suffer or incur in connection with or in respect of any failure by the Debtor for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Creditor after demand as herein provided.

8. Guarantor Liable as Principal Debtor. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Agreement on the basis of a guarantee or the Creditor is not indemnified under Section 7, in each case, for any reason whatsoever, then, notwithstanding any other provision of this Agreement, the Guarantor shall be liable under this Agreement as principal obligor in respect of the due payment of such amount and shall pay such amount to the Creditor after demand as herein provided.

9. Continuing Guarantee. This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement or the Guarantor Liabilities other than by the due and punctual payment in full of the Guarantor Liabilities.

10. Stay of Acceleration. If acceleration of the time for payment, or the liability of the Debtor to make payment, of any amount specified to be payable by the Debtor in respect of the Debtor Liabilities is stayed, prohibited or otherwise affected upon any Insolvency Proceeding or other event affecting the Debtor or payment of any of the Debtor Liabilities by the Debtor, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes

of this Agreement to be and to have become due and payable by the Debtor and shall be payable by the Guarantor under this Agreement immediately forthwith on demand by the Creditor.

11. Debtor Information. The Guarantor acknowledges and agrees that the Guarantor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Creditor or any other Person whether in answer to any enquiry by or on behalf of the Guarantor or not and the Creditor was not prior to the execution by the Guarantor of this Agreement, and is not thereafter, under any duty to disclose to the Guarantor or any other Person any information, matter or thing (material or otherwise) relating to the Debtor, its affairs or its transactions with the Creditor, including any information, matter or thing which puts or may put the Debtor in a position which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether known or unknown to the Guarantor, are present in any transaction between the Debtor and the Creditor, and the Creditor was not and is not under any duty to do or execute any matter, thing or document relating to the Debtor, its affairs or its transactions with the Creditor. The Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor, and not to the Creditor, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

12. Reinstatement. If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

13. Subrogation. Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities.

14. Assignment and Postponement. The Guarantor hereby (a) grants to the Creditor a security interest in all Intercompany Debt as general and continuing collateral security for the Guarantor Liabilities, and (b) postpones all Intercompany Debt to the payment in full of the Debtor Liabilities. All moneys received by the Guarantor in respect of Intercompany Debt shall be received in trust for the Creditor and, immediately following such receipt, shall be paid over to the Creditor.

15. Insolvency Proceedings. In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include

in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor may in its discretion value as it sees fit, or may refrain from valuing, any Security held by it.

16. **Marshalling.** The Guarantor waives to the fullest extent permitted by Applicable Laws, any right or claim of right to cause a marshalling of the Debtor's, a Surety's or any other Person's assets, or to cause the Creditor to proceed against the Debtor, a Surety or any other Person, or any Security, in any particular order. The Creditor shall not have any obligation to marshall any assets in favour of the Debtor, a Surety or any other Person or against or in payment of any of the Debtor Liabilities or any of the obligations of the Guarantor, the Debtor, a Surety or any other Person owed to the Creditor.

17. **Enforcing Rights Against Guarantor.** This is a guarantee of payment and performance and not of collection. The Creditor shall not be required to take any action or to exhaust its recourse against the Debtor, any Surety or any other Person, or to enforce or value any Security, before being entitled to payment from, and to enforce its rights and remedies against, the Guarantor under this Agreement. The Guarantor hereby renounces to the benefits of division and discussion.

18. **Foreign Currency Guarantor Liabilities.** The Guarantor shall make payment relative to any Debtor Liabilities in the currency (the "**Original Currency**") in which the Debtor is required to pay such Debtor Liabilities. If the Guarantor makes payment relative to any Debtor Liabilities in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the Guarantor Liabilities only to the extent of the amount of the Original Currency which the Creditor is able to purchase at Vancouver, BC with the amount it receives on the date of receipt. If the amount of the Original Currency which the Creditor is able to purchase is less than the amount of such currency originally due to it in respect to the relevant Debtor Liabilities, the Guarantor shall indemnify and save the Creditor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity constitutes an obligation separate and independent from the other obligations contained in this Agreement, gives rise to a separate and independent cause of action, applies irrespective of any indulgence granted by the Creditor and continues in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

19. **Taxes and Set-Off.** All payments to be made by the Guarantor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes,

levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any Applicable Laws requires the Guarantor to make any such deduction or withholding from any such payment, the sum due from the Guarantor with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

20. Representations and Warranties. The Guarantor represents and warrants, upon each of which representations and warranties the Creditor relies, that each of the representations and warranties relative to the Guarantor in each of the other Documents is true and correct when made or deemed made.

21. Covenants. The Guarantor shall comply with all of the provisions, covenants and agreements contained in each of the Documents to the extent that such provisions, covenants and agreements apply to the Guarantor or its subsidiaries and shall, and shall cause each of its subsidiaries to, take, or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in any of the Documents, and so that no Default or Event of Default under any of the Documents, is caused by the actions or inactions of the Guarantor or any of its subsidiaries.

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

23. Waiver. The Guarantor shall not assert, and hereby waives, any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement.

24. Additional Security. This Agreement is in addition to, and not in substitution of, any and all other Security previously or concurrently delivered by the Guarantor or any other Person to the Creditor, all of which other Security shall remain in full force and effect.

25. Alteration. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor.

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

27. Governing Law; Attornment. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Guarantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. The

Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to Section 22. Nothing in this Section affects the right of the Creditor to serve process in any manner permitted by Applicable Laws.

28. Time. Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitation period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the *Limitation Act* (British Columbia), and any other limitation period in respect of such claim (including that provided for in the *Limitation Act* (British Columbia)) is extended accordingly.

29. Interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

30. Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Guarantor or the Creditor is an individual, then the term "Guarantor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

31. Acknowledgment of Receipt. The Guarantor acknowledges receipt of an executed copy of this Agreement.

32. Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of

such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

33. Electronic Signature. Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

STRUCTURLAM MASS TIMBER CORPORATION

By: H Wentzel

Name: HARDY WENTZEL

Title: CHIEF EXECUTIVE OFFICER

DEC 20, 2017

This is Exhibit "FF" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

GUARANTEE

This Agreement is made as of May 4, 2020.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Alex Melnikov, Director, BMO Sponsor Finance
Facsimile: (604) 687-3666
Email: alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation (the "**Debtor**"), Structurlam Mass Timber U.S., Inc. (the "**Guarantor**"), Bank of Montreal (the "**Creditor**") and SLP Holdings Ltd., are parties to a credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of Guarantor that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Guarantor, the Guarantor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlled**" has a meaning correlative thereto.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.

"**Intercompany Debt**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Guarantor and all guarantees and security therefor.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Original Currency**" has the meaning set out in Section 18.

"**Other Currency**" has the meaning set out in Section 18.

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

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

"**Security**" means any present or future Lien, or any present or future guarantee or other financial assistance, granted by any Person with respect to any or all of the Debtor Liabilities or Guarantor Liabilities.

"**Surety**" means any present or future guarantor or surety of any or all of the Debtor Liabilities, other than the Guarantor.

2. **Guarantee.** The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Creditor, of all Debtor Liabilities when due in accordance with their terms. All amounts payable by the Guarantor under this Agreement shall be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor, and any which are not so paid shall bear interest from the date of such demand at the rate or rates applicable to the corresponding Debtor Liabilities.

3. **Guarantor Liabilities.** The Guarantor Liabilities are continuing, absolute, unconditional and irrevocable. The Guarantor Liabilities shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Creditor, the Debtor or any other Person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities.

4. **Guarantee Absolute.** Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any lack of genuineness, legality, validity or enforceability of any of the Debtor Liabilities or of any agreement or arrangement between the Debtor, or any other Person, and the Creditor, or any failure by the Debtor, or any other Person, to carry out any of its obligations under any such agreement or arrangement;

(b) any change in the existence, name, objects, business, powers, organization, share capital, Organizational Documents, ownership, control, directors or management of the Debtor, the Guarantor or any Surety, the reorganization of the Debtor, the Guarantor or any Surety, any amalgamation or merger by the Debtor, the Guarantor or any Surety with any other Person or Persons, or any continuation of the Debtor, the Guarantor, or any Surety under the laws of any jurisdiction;

(c) any lack or limitation of power, incapacity or disability of the Debtor, the Guarantor or any Surety or of the directors, officers, managers, employees or agents of the Debtor, the Guarantor or any Surety or any other irregularity, defect or informality, or any fraud, by the Debtor, the Guarantor or any Surety or any of their respective directors, officers, managers, employees or agents, with respect to any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(d) any non-compliance with or contravention by the Guarantor of any provision of any corporate statute applicable to the Guarantor relative to guarantees or other financial assistance given by the Guarantor;

(e) any impossibility, impracticability, frustration of purpose, force majeure or act of Governmental Authority with respect to the performance of any of the Debtor Liabilities or Guarantor Liabilities;

(f) any Insolvency Proceeding affecting, or the financial condition of, the Debtor, the Guarantor, any Surety, the Creditor or any other Person at any time;

(g) any law, regulation, limitation or prescription period or other circumstance that might otherwise be a defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full) available to, or a discharge of, the Debtor, the Guarantor or any Surety in respect of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(h) any loss of, or in respect of, any Security by or on behalf of the Creditor from the Debtor, the Guarantor, any Surety or any other Person, whether occasioned through the fault of the Creditor or otherwise;

(i) any loss or impairment of any right of the Guarantor for subrogation, reimbursement or contribution, whether or not as a result of any action taken or omitted to be taken by the Creditor; or

(j) any other matter, act, omission, circumstance, development or thing of any and every nature, kind and description whatsoever, whether similar or dissimilar to the foregoing (other than the due payment and performance in full of the Debtor Liabilities and the Guarantor Liabilities) that might in any manner (but for the operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to, a guarantor, a surety, or a principal debtor, even if known by the Creditor.

5. Dealing with Debtor Liabilities. Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full), limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any amendment, alteration, novation or variation in any manner and to any extent (and irrespective of the effect of the same on the Guarantor) of any of the Debtor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(b) any limitation, compromise, subordination, postponement or abandonment of any of the Debtor Liabilities, any of the Guarantor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(c) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by the Creditor to the Debtor, any Surety or any other Person;

(d) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities;

(e) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Debtor made or permitted by the Creditor of, or by any other Person or Persons liable to the Creditor with respect to, any or all of the Debtor Liabilities;

(f) the Creditor taking or abstaining from taking Security from the Debtor, any Surety or any other Person or abstaining from completing, perfecting or maintaining the perfection of any Security;

(g) the Creditor releasing, substituting or adding one or more Sureties or endorsers, accepting additional or substituted Security, or releasing, subordinating or postponing any Security;

(h) the Creditor accepting compromises from the Debtor, any Surety or any other Person;

(i) the creation or addition of any new Documents;

(j) the Creditor doing, or omitting to do, anything to enforce the payment or performance of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities, any or all of the liabilities and obligations of any Surety or any Security;

(k) the Creditor giving or refusing to give or continuing to give any credit or any financial accommodation to the Debtor or to any other Person;

(l) the Creditor proving any claim in any Insolvency Proceeding affecting the Debtor, the Guarantor, any Surety or any other Person as it sees fit or refraining from proving any claim or permitting or suffering the impairment of any of the Debtor Liabilities in any such Insolvency Proceeding; making any election in any such Insolvency Proceeding; permitting or suffering the creation of secured or unsecured credit or debt in any such Insolvency Proceeding; or permitting or suffering the disallowance, avoidance, or subordination of any of the Debtor Liabilities or the obligations of any other debtor with respect to the Debtor Liabilities in any such Insolvency Proceeding;

(m) the Creditor applying any money received from the Debtor, any Surety, any other Person or any Security upon such part of the Debtor Liabilities as the Creditor may see fit or changing any such application in whole or in part from time to time as the Creditor may see fit; or

(n) the Creditor otherwise dealing with the Debtor, any Surety, any other Person, the Debtor Liabilities, the liabilities and obligations of any Sureties, and all Security as the Creditor may see fit.

By accepting the benefit of this Agreement the Creditor is deemed to have acknowledged that the foregoing consent and waiver by the Guarantor is intended to waive all defences that might otherwise be available to the Guarantor as a guarantor under Applicable Laws and is not intended to constitute the Guarantor's agreement for the purposes of any future act or transaction made pursuant to the Credit Agreement which is expressly required by the terms of the Credit Agreement to be agreed to by the Guarantor in writing.

6. Settlement of Accounts. Any account settled or stated between the Creditor and the Debtor shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by the Debtor to the Creditor is so due.

7. Indemnity. If any or all of the Debtor Liabilities are not duly paid or performed by the Debtor and are not paid or performed by the Guarantor under Section 2 for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save the Creditor harmless from and against all losses, costs, damages, expenses, claims and liabilities that the Creditor may suffer or incur in connection with or in respect of any failure by the Debtor for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Creditor after demand as herein provided.

8. Guarantor Liable as Principal Debtor. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Agreement on the basis of a guarantee or the Creditor is not indemnified under Section 7, in each case, for any reason whatsoever, then, notwithstanding any other provision of this Agreement, the Guarantor shall be liable under this Agreement as principal obligor in respect of the due payment of such amount and shall pay such amount to the Creditor after demand as herein provided.

9. Continuing Guarantee. This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement or the Guarantor Liabilities other than by the due and punctual payment in full of the Guarantor Liabilities.

10. Stay of Acceleration. If acceleration of the time for payment, or the liability of the Debtor to make payment, of any amount specified to be payable by the Debtor in respect of the Debtor Liabilities is stayed, prohibited or otherwise affected upon any Insolvency Proceeding or other event affecting the Debtor or payment of any of the Debtor Liabilities by the Debtor, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes

of this Agreement to be and to have become due and payable by the Debtor and shall be payable by the Guarantor under this Agreement immediately forthwith on demand by the Creditor.

11. Debtor Information. The Guarantor acknowledges and agrees that the Guarantor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Creditor or any other Person whether in answer to any enquiry by or on behalf of the Guarantor or not and the Creditor was not prior to the execution by the Guarantor of this Agreement, and is not thereafter, under any duty to disclose to the Guarantor or any other Person any information, matter or thing (material or otherwise) relating to the Debtor, its affairs or its transactions with the Creditor, including any information, matter or thing which puts or may put the Debtor in a position which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether known or unknown to the Guarantor, are present in any transaction between the Debtor and the Creditor, and the Creditor was not and is not under any duty to do or execute any matter, thing or document relating to the Debtor, its affairs or its transactions with the Creditor. The Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor, and not to the Creditor, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

12. Reinstatement. If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

13. Subrogation. Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities.

14. Assignment and Postponement. The Guarantor hereby (a) grants to the Creditor a security interest in all Intercompany Debt as general and continuing collateral security for the Guarantor Liabilities, and (b) postpones all Intercompany Debt to the payment in full of the Debtor Liabilities. All moneys received by the Guarantor in respect of Intercompany Debt shall be received in trust for the Creditor and, immediately following such receipt, shall be paid over to the Creditor.

15. Insolvency Proceedings. In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include

in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor may in its discretion value as it sees fit, or may refrain from valuing, any Security held by it.

16. **Marshalling.** The Guarantor waives to the fullest extent permitted by Applicable Laws, any right or claim of right to cause a marshalling of the Debtor's, a Surety's or any other Person's assets, or to cause the Creditor to proceed against the Debtor, a Surety or any other Person, or any Security, in any particular order. The Creditor shall not have any obligation to marshall any assets in favour of the Debtor, a Surety or any other Person or against or in payment of any of the Debtor Liabilities or any of the obligations of the Guarantor, the Debtor, a Surety or any other Person owed to the Creditor.

17. **Enforcing Rights Against Guarantor.** This is a guarantee of payment and performance and not of collection. The Creditor shall not be required to take any action or to exhaust its recourse against the Debtor, any Surety or any other Person, or to enforce or value any Security, before being entitled to payment from, and to enforce its rights and remedies against, the Guarantor under this Agreement. The Guarantor hereby renounces to the benefits of division and discussion.

18. **Foreign Currency Guarantor Liabilities.** The Guarantor shall make payment relative to any Debtor Liabilities in the currency (the "**Original Currency**") in which the Debtor is required to pay such Debtor Liabilities. If the Guarantor makes payment relative to any Debtor Liabilities in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the Guarantor Liabilities only to the extent of the amount of the Original Currency which the Creditor is able to purchase at Vancouver, BC with the amount it receives on the date of receipt. If the amount of the Original Currency which the Creditor is able to purchase is less than the amount of such currency originally due to it in respect to the relevant Debtor Liabilities, the Guarantor shall indemnify and save the Creditor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity constitutes an obligation separate and independent from the other obligations contained in this Agreement, gives rise to a separate and independent cause of action, applies irrespective of any indulgence granted by the Creditor and continues in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

19. **Taxes and Set-Off.** All payments to be made by the Guarantor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes,

levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any Applicable Laws requires the Guarantor to make any such deduction or withholding from any such payment, the sum due from the Guarantor with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

20. Representations and Warranties. The Guarantor represents and warrants, upon each of which representations and warranties the Creditor relies, that each of the representations and warranties relative to the Guarantor in each of the other Documents is true and correct when made or deemed made.

21. Covenants. The Guarantor shall comply with all of the provisions, covenants and agreements contained in each of the Documents to the extent that such provisions, covenants and agreements apply to the Guarantor or its subsidiaries and shall, and shall cause each of its subsidiaries to, take, or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in any of the Documents, and so that no Default or Event of Default under any of the Documents, is caused by the actions or inactions of the Guarantor or any of its subsidiaries.

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

23. Waiver. The Guarantor shall not assert, and hereby waives, any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement.

24. Additional Security. This Agreement is in addition to, and not in substitution of, any and all other Security previously or concurrently delivered by the Guarantor or any other Person to the Creditor, all of which other Security shall remain in full force and effect.

25. Alteration. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor.

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

27. Governing Law; Attornment. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Guarantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. The

Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to Section 22. Nothing in this Section affects the right of the Creditor to serve process in any manner permitted by Applicable Laws.

28. Time. Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitation period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the *Limitation Act* (British Columbia), and any other limitation period in respect of such claim (including that provided for in the *Limitation Act* (British Columbia)) is extended accordingly.

29. Interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

30. Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Guarantor or the Creditor is an individual, then the term "Guarantor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

31. Acknowledgment of Receipt. The Guarantor acknowledges receipt of an executed copy of this Agreement.

32. Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of

such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

33. Electronic Signature. Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

STRUCTURLAM MASS TIMBER U.S., INC.

By: HWentzel

Name: HARDY WENTZEL

Title: ~~SENIOR EXECUTIVE VICE PRESIDENT~~ PRESIDENT

HW
DEC 20, 2017

This is Exhibit "GG" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

GUARANTEE

This Agreement is made as of May 4, 2020.

TO: Name: Bank of Montreal
Address: 595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver, BC V7X 1L7
Attention: Alex Melnikov, Director, BMO Sponsor Finance
Facsimile: (604) 687-3666
Email: alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation and Structurlam Mass Timber U.S., Inc. (collectively and each individually, the "**Debtor**"), Bank of Montreal (the "**Creditor**") and SLP Holdings Ltd., are parties to a credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of Natural Outcomes, LLC (the "**Guarantor**") that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Guarantor, the Guarantor agrees with and in favour of the Creditor as follows:

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

"**Agreement**" means this agreement, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Controlled**" has a meaning correlative thereto.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or

contingent, matured or unmatured) of the Debtor to the Creditor under, in connection with or with respect to the Documents.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any similar legislation in any jurisdiction) or at common law or in equity.

"**Intercompany Debt**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Guarantor and all guarantees and security therefor.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect to title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such asset, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Original Currency**" has the meaning set out in Section 18.

"**Other Currency**" has the meaning set out in Section 18.

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

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

"**Security**" means any present or future Lien, or any present or future guarantee or other financial assistance, granted by any Person with respect to any or all of the Debtor Liabilities or Guarantor Liabilities.

"**Surety**" means any present or future guarantor or surety of any or all of the Debtor Liabilities, other than the Guarantor.

2. Guarantee. The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Creditor, of all Debtor Liabilities when due in accordance with their terms. All amounts payable by the Guarantor under this Agreement shall be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor, and any which are not so paid shall bear interest from the date of such demand at the rate or rates applicable to the corresponding Debtor Liabilities.

3. Guarantor Liabilities. The Guarantor Liabilities are continuing, absolute, unconditional and irrevocable. The Guarantor Liabilities shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Creditor, the Debtor or any other Person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities.

4. Guarantee Absolute. Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any lack of genuineness, legality, validity or enforceability of any of the Debtor Liabilities or of any agreement or arrangement between the Debtor, or any other Person, and the Creditor, or any failure by the Debtor, or any other Person, to carry out any of its obligations under any such agreement or arrangement;

(b) any change in the existence, name, objects, business, powers, organization, share capital, Organizational Documents, ownership, control, directors or management of the Debtor, the Guarantor or any Surety, the reorganization of the Debtor, the Guarantor or any Surety, any amalgamation or merger by the Debtor, the Guarantor or any Surety with any other Person or Persons, or any continuation of the Debtor, the Guarantor, or any Surety under the laws of any jurisdiction;

(c) any lack or limitation of power, incapacity or disability of the Debtor, the Guarantor or any Surety or of the directors, officers, managers, employees or agents of the Debtor, the Guarantor or any Surety or any other irregularity, defect or informality, or any fraud, by the Debtor, the Guarantor or any Surety or any of their respective directors, officers, managers, employees or agents, with respect to any or all of the

Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(d) any non-compliance with or contravention by the Guarantor of any provision of any corporate statute applicable to the Guarantor relative to guarantees or other financial assistance given by the Guarantor;

(e) any impossibility, impracticability, frustration of purpose, force majeure or act of Governmental Authority with respect to the performance of any of the Debtor Liabilities or Guarantor Liabilities;

(f) any Insolvency Proceeding affecting, or the financial condition of, the Debtor, the Guarantor, any Surety, the Creditor or any other Person at any time;

(g) any law, regulation, limitation or prescription period or other circumstance that might otherwise be a defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full) available to, or a discharge of, the Debtor, the Guarantor or any Surety in respect of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities or any or all of the liabilities and obligations of any Surety;

(h) any loss of, or in respect of, any Security by or on behalf of the Creditor from the Debtor, the Guarantor, any Surety or any other Person, whether occasioned through the fault of the Creditor or otherwise;

(i) any loss or impairment of any right of the Guarantor for subrogation, reimbursement or contribution, whether or not as a result of any action taken or omitted to be taken by the Creditor; or

(j) any other matter, act, omission, circumstance, development or thing of any and every nature, kind and description whatsoever, whether similar or dissimilar to the foregoing (other than the due payment and performance in full of the Debtor Liabilities and the Guarantor Liabilities) that might in any manner (but for the operation of this Section) operate (whether by statute, at law, in equity or otherwise) to release, discharge, diminish, limit, restrict or in any way affect the liability of, or otherwise provide a defence to, a guarantor, a surety, or a principal debtor, even if known by the Creditor.

5. Dealing with Debtor Liabilities. Without limiting the generality of Section 3, the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence (other than the due payment and performance of the Debtor Liabilities or the Guarantor Liabilities in full), limited or in any way affected by, and the rights and remedies of the Creditor under this Agreement shall not in any way be diminished or prejudiced by, and the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by Applicable Laws:

(a) any amendment, alteration, novation or variation in any manner and to any extent (and irrespective of the effect of the same on the Guarantor) of any of the Debtor

Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(b) any limitation, compromise, subordination, postponement or abandonment of any of the Debtor Liabilities, any of the Guarantor Liabilities, any of the liabilities and obligations of any Surety, any Security or the Creditor's arrangements or agreements with the Debtor, any Surety or any other Person;

(c) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by the Creditor to the Debtor, any Surety or any other Person;

(d) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities;

(e) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Debtor made or permitted by the Creditor of, or by any other Person or Persons liable to the Creditor with respect to, any or all of the Debtor Liabilities;

(f) the Creditor taking or abstaining from taking Security from the Debtor, any Surety or any other Person or abstaining from completing, perfecting or maintaining the perfection of any Security;

(g) the Creditor releasing, substituting or adding one or more Sureties or endorsers, accepting additional or substituted Security, or releasing, subordinating or postponing any Security;

(h) the Creditor accepting compromises from the Debtor, any Surety or any other Person;

(i) the creation or addition of any new Documents;

(j) the Creditor doing, or omitting to do, anything to enforce the payment or performance of any or all of the Debtor Liabilities, any or all of the Guarantor Liabilities, any or all of the liabilities and obligations of any Surety or any Security;

(k) the Creditor giving or refusing to give or continuing to give any credit or any financial accommodation to the Debtor or to any other Person;

(l) the Creditor proving any claim in any Insolvency Proceeding affecting the Debtor, the Guarantor, any Surety or any other Person as it sees fit or refraining from proving any claim or permitting or suffering the impairment of any of the Debtor Liabilities in any such Insolvency Proceeding; making any election in any such Insolvency Proceeding; permitting or suffering the creation of secured or unsecured credit or debt in any such Insolvency Proceeding; or permitting or suffering the disallowance, avoidance, or subordination of any of the Debtor Liabilities or the

obligations of any other debtor with respect to the Debtor Liabilities in any such Insolvency Proceeding;

(m) the Creditor applying any money received from the Debtor, any Surety, any other Person or any Security upon such part of the Debtor Liabilities as the Creditor may see fit or changing any such application in whole or in part from time to time as the Creditor may see fit; or

(n) the Creditor otherwise dealing with the Debtor, any Surety, any other Person, the Debtor Liabilities, the liabilities and obligations of any Sureties, and all Security as the Creditor may see fit.

By accepting the benefit of this Agreement the Creditor is deemed to have acknowledged that the foregoing consent and waiver by the Guarantor is intended to waive all defences that might otherwise be available to the Guarantor as a guarantor under Applicable Laws and is not intended to constitute the Guarantor's agreement for the purposes of any future act or transaction made pursuant to the Credit Agreement which is expressly required by the terms of the Credit Agreement to be agreed to by the Guarantor in writing.

6. Settlement of Accounts. Any account settled or stated between the Creditor and the Debtor shall be accepted by the Guarantor as *prima facie* evidence that the amount thereby appearing due by the Debtor to the Creditor is so due.

7. Indemnity. If any or all of the Debtor Liabilities are not duly paid or performed by the Debtor and are not paid or performed by the Guarantor under Section 2 for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and save the Creditor harmless from and against all losses, costs, damages, expenses, claims and liabilities that the Creditor may suffer or incur in connection with or in respect of any failure by the Debtor for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Creditor after demand as herein provided.

8. Guarantor Liable as Principal Debtor. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Agreement on the basis of a guarantee or the Creditor is not indemnified under Section 7, in each case, for any reason whatsoever, then, notwithstanding any other provision of this Agreement, the Guarantor shall be liable under this Agreement as principal obligor in respect of the due payment of such amount and shall pay such amount to the Creditor after demand as herein provided.

9. Continuing Guarantee. This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement or the Guarantor Liabilities other than by the due and punctual payment in full of the Guarantor Liabilities.

10. Stay of Acceleration. If acceleration of the time for payment, or the liability of the Debtor to make payment, of any amount specified to be payable by the Debtor in respect of the Debtor Liabilities is stayed, prohibited or otherwise affected upon any Insolvency Proceeding or other event affecting the Debtor or payment of any of the Debtor Liabilities by the Debtor, all such

amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes of this Agreement to be and to have become due and payable by the Debtor and shall be payable by the Guarantor under this Agreement immediately forthwith on demand by the Creditor.

11. Debtor Information. The Guarantor acknowledges and agrees that the Guarantor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Creditor or any other Person whether in answer to any enquiry by or on behalf of the Guarantor or not and the Creditor was not prior to the execution by the Guarantor of this Agreement, and is not thereafter, under any duty to disclose to the Guarantor or any other Person any information, matter or thing (material or otherwise) relating to the Debtor, its affairs or its transactions with the Creditor, including any information, matter or thing which puts or may put the Debtor in a position which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether known or unknown to the Guarantor, are present in any transaction between the Debtor and the Creditor, and the Creditor was not and is not under any duty to do or execute any matter, thing or document relating to the Debtor, its affairs or its transactions with the Creditor. The Guarantor acknowledges and confirms that it has established its own adequate means of obtaining from the Debtor on a continuing basis all information desired by the Guarantor concerning the financial condition of the Debtor and that the Guarantor will look to the Debtor, and not to the Creditor, in order for the Guarantor to keep adequately informed of changes in the Debtor's financial condition.

12. Reinstatement. If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

13. Subrogation. Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities.

14. Assignment and Postponement. The Guarantor hereby (a) grants to the Creditor a security interest in all Intercompany Debt as general and continuing collateral security for the Guarantor Liabilities, and (b) postpones all Intercompany Debt to the payment in full of the Debtor Liabilities. All moneys received by the Guarantor in respect of Intercompany Debt shall be received in trust for the Creditor and, immediately following such receipt, shall be paid over to the Creditor.

15. Insolvency Proceedings. In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such

Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor may in its discretion value as it sees fit, or may refrain from valuing, any Security held by it.

16. **Marshalling.** The Guarantor waives to the fullest extent permitted by Applicable Laws, any right or claim of right to cause a marshalling of the Debtor's, a Surety's or any other Person's assets, or to cause the Creditor to proceed against the Debtor, a Surety or any other Person, or any Security, in any particular order. The Creditor shall not have any obligation to marshall any assets in favour of the Debtor, a Surety or any other Person or against or in payment of any of the Debtor Liabilities or any of the obligations of the Guarantor, the Debtor, a Surety or any other Person owed to the Creditor.

17. **Enforcing Rights Against Guarantor.** This is a guarantee of payment and performance and not of collection. The Creditor shall not be required to take any action or to exhaust its recourse against the Debtor, any Surety or any other Person, or to enforce or value any Security, before being entitled to payment from, and to enforce its rights and remedies against, the Guarantor under this Agreement. The Guarantor hereby renounces to the benefits of division and discussion.

18. **Foreign Currency Guarantor Liabilities.** The Guarantor shall make payment relative to any Debtor Liabilities in the currency (the "**Original Currency**") in which the Debtor is required to pay such Debtor Liabilities. If the Guarantor makes payment relative to any Debtor Liabilities in a currency (the "**Other Currency**") other than the Original Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the Guarantor Liabilities only to the extent of the amount of the Original Currency which the Creditor is able to purchase at Vancouver, BC with the amount it receives on the date of receipt. If the amount of the Original Currency which the Creditor is able to purchase is less than the amount of such currency originally due to it in respect to the relevant Debtor Liabilities, the Guarantor shall indemnify and save the Creditor harmless from and against any loss or damage arising as a result of such deficiency. This indemnity constitutes an obligation separate and independent from the other obligations contained in this Agreement, gives rise to a separate and independent cause of action, applies irrespective of any indulgence granted by the Creditor and continues in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order.

19. Taxes and Set-Off. All payments to be made by the Guarantor hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any Applicable Laws requires the Guarantor to make any such deduction or withholding from any such payment, the sum due from the Guarantor with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

20. Representations and Warranties. The Guarantor represents and warrants, upon each of which representations and warranties the Creditor relies, that each of the representations and warranties relative to the Guarantor in each of the other Documents is true and correct when made or deemed made.

21. Covenants. The Guarantor shall comply with all of the provisions, covenants and agreements contained in each of the Documents to the extent that such provisions, covenants and agreements apply to the Guarantor or its subsidiaries and shall, and shall cause each of its subsidiaries to, take, or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in any of the Documents, and so that no Default or Event of Default under any of the Documents, is caused by the actions or inactions of the Guarantor or any of its subsidiaries.

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

23. Waiver. The Guarantor shall not assert, and hereby waives, any claim against the Creditor (or any director, officer or employee thereof), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement.

24. Additional Security. This Agreement is in addition to, and not in substitution of, any and all other Security previously or concurrently delivered by the Guarantor or any other Person to the Creditor, all of which other Security shall remain in full force and effect.

25. Alteration. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor.

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

27. Governing Law; Attornment. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such Province. To the extent permitted by Applicable Laws, the Guarantor irrevocably waives any objection (including any

claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. The Guarantor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to Section 22. Nothing in this Section affects the right of the Creditor to serve process in any manner permitted by Applicable Laws.

28. Time. Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitation period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the *Limitation Act* (British Columbia), and any other limitation period in respect of such claim (including that provided for in the *Limitation Act* (British Columbia)) is extended accordingly.

29. Interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

30. Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such. If the Guarantor or the Creditor is an individual, then the term "Guarantor" or "Creditor", as applicable, shall also include his or her heirs, administrators and executors.

31. Acknowledgment of Receipt. The Guarantor acknowledges receipt of an executed copy of this Agreement.

32. Paramountcy. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Creditor under the Credit Agreement. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

33. Electronic Signature. Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

[signatures on the next following page]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

NATURAL OUTCOMES, LLC

By: H. Wentzel

Name: HARDY WENTZEL

Title: MANAGER

DEC 20, 2017

This is Exhibit "HH" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

LIMITED GUARANTEE OF COLLECTION

This Limited Guarantee of Collection is made as of December 3, 2019.

TO:	**Bank of Montreal**
Address:	595 Burrard Street, 6th Floor, P.O. Box 49500, Vancouver BC V7X 1L7
Attention:	Alex Melnikov, Director, BMO Sponsor Finance
Facsimile:	(604) 687-3666
Email:	alex.melnikov@bmo.com

RECITALS:

A. Structurlam Mass Timber Corporation (the "**Cdn. Borrower**") and Structurlam Mass Timber U.S., Inc. (the "**Debtor**"), as borrowers, and Bank of Montreal (the "**Creditor**"), as lender, are parties to an amended and restated credit agreement dated as of December 3, 2019 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**").

B. It is in the interests of Walmart Inc., a Delaware corporation (the **"Guarantor"**) that the Creditor extend credit (or continue to extend credit) to the Debtor, and the Guarantor is therefore prepared to issue this Agreement to the Creditor in order to induce the Creditor to do so.

For the sum of ten United States Dollars (U.S. $10) and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged by the Guarantor, the Guarantor hereby agrees in favour of the Creditor as follows:

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

"**Agreement**" means this Limited Guarantee of Collection, including the recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"**Applicable Laws**" means, in relation to any Person, transaction or event, (a) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any Governmental Authority and (b) all Governmental Authorizations to which the Person is a party or by which it or its property is bound or having application to the transaction or event.

"**Banking Day**" means, a day on which banks are open for business in Vancouver, British Columbia, Chicago, Illinois and Bentonville, Arkansas, but does not in any event include a Saturday or a Sunday.

"**Credit Agreement**" has the meaning set out in the recitals hereto.

"**Creditor**" has the meaning set out in the recitals hereto.

"**Debtor**" has the meaning set out in the recitals hereto.

"**Debtor Liabilities**" means all present and future indebtedness of the Debtor to the Creditor under, in connection with or with respect to the Documents (as defined in the Credit Agreement) to the extent such indebtedness arises under the U.S. Term Facility, but excluding the Debtor's indebtedness, liabilities and obligations to the Creditor

under the Debtor's guarantee (entered into on or about the date hereof, as the same may be amended, supplemented, restated or replaced from time to time) of the obligations, liabilities and indebtedness of the Cdn. Borrower to the Creditor. In no event shall the Debtor Liabilities include any other indebtedness, liabilities, or obligations, including but not limited to any indebtedness, liabilities, or obligations arising under the Credit Agreement with respect to the Revolving Facility, Cdn. Term Facility, or the L/C Facility, as such terms are defined in the Credit Agreement.

"**Event of Default**" means any "Event of Default" as defined in the Credit Agreement.

"**Governmental Authority**" means any federal, provincial, state, regional, municipal or local government or any department, agency, board, tribunal, accreditation entity or authority thereof or other political subdivision thereof and any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or the operation thereof.

"**Governmental Authorization**" means an authorization, accreditation, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree or demand or the like issued or granted by law or by rule or regulation of any Governmental Authority.

"**Guarantor**" has the meaning set out in the recitals hereto.

"**Guarantor Liabilities**" means all present and future indebtedness, liabilities and obligations of the Guarantor to the Creditor under this Agreement.

"**Holdco**" means SLP Holdings Ltd.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate a Person an insolvent, seeking a receiving order against such Person under the *Bankruptcy and Insolvency Act* (Canada), or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of such Person or its debts or a stay of proceedings of such Person's creditors generally (or any class of creditors) or any other relief, under any federal, provincial, territorial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) the *United States Bankruptcy Code* and any similar legislation in any jurisdiction) or at common law or in equity.

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

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

"**U.S. Obligors**" means the Debtor and any of its Subsidiaries, which from time to time have granted any guarantees of or other Security securing the Debtor Liabilities.

"**U.S. Term Facility**" means the committed, reducing, non-revolving term credit facility in the maximum principal amount of U.S. $40,500,000 to be made available to the Debtor by the Creditor in accordance with the provisions of the Credit Agreement, subject to any reduction in accordance with the provisions of the Credit Agreement.

2. **Limited Guarantee.** Following an Event of Default which is continuing past any applicable cure period and the satisfaction by Creditor of all conditions to the collectability of such amounts as set forth in this

Agreement, and further subject to the limitations and other provisions of this Agreement, the Guarantor hereby unconditionally and irrevocably guarantees the prompt payment to the Creditor, forthwith upon demand by the Creditor of an amount of the Debtor Liabilities up to the lesser of (a) U.S. $13,500,000.00 and (b) 33.3% of the outstanding Debtor Liabilities at the time the Debtor Liabilities are accelerated, in each case less, 33.3% of each of the following: (x) any payment on account of the Debtor Liabilities thereafter received by the Creditor from the other U.S. Obligors; (y) proceeds of realization received by the Creditor pursuant to the exercise of its rights and remedies under the Security granted by the Debtor and its Subsidiaries to the Creditor; and (z) proceeds of realization received by the Creditor pursuant to the exercise of its rights and remedies against the Equity Interests in the capital of the Debtor pledged by Holdco to the Creditor. All amounts payable by the Guarantor hereunder will be paid to the Creditor at the address of the Creditor shown above or as otherwise directed in writing by the Creditor. All Guarantor Liabilities shall be payable or performable forthwith upon demand by the Creditor in accordance with this Agreement, and any which are not so paid shall bear interest from the date of such demand at the interest rate applicable to amounts due in United States Dollars as provided for in Section 4.10 of the Credit Agreement.

3. **Guarantee of Collection.** The guarantee of Guarantor hereunder is a guarantee of collection only and is not a guarantee of payment or performance. Guarantor shall not be obligated to make any payment under this Agreement unless and until Creditor has made demand on all other Obligors and taken all commercially reasonable actions to enforce the provisions of the Credit Agreement against all other Obligors and collect all amounts then outstanding and unpaid under the Credit Agreement from all other Obligors. Such commercially reasonable actions to collect from the other Obligors shall require Creditor to undertake commercially reasonable methods to collect the Debtor Liabilities, exercised with reasonable due diligence and using all commercially reasonable legal means, including without limitation the commencement, prosecution and completion of legal proceedings against all such Obligors, obtaining judgments against each such Obligor from a court of competent jurisdiction for all outstanding and unpaid amounts under the Credit Agreement, foreclosure proceedings on and sale of all Security, and execution against and sale of each such Obligor's non-exempt property, all to the extent the same may be accomplished in a commercially reasonable manner. For certainty, the Creditor shall not be required to commence, prosecute or complete any legal proceedings against any Obligor where, in the Creditor's reasonable opinion, having taking reasonable steps to inform itself of anticipated costs and recoveries, it is anticipated that the cost of prosecuting such legal proceedings against such Obligor to the extent required to obtain proceeds of recovery will exceed such proceeds of recovery. With respect to any funds obtained from the Cdn. Borrower or other Guarantors (other than any U.S. Obligor), to the extent any amounts are outstanding and unpaid with respect to the Debtor Liabilities and any other Credit Facility under the Credit Agreement, such funds shall be applied first to the outstanding and unpaid obligations under the Credit Agreement other than the Debtor Liabilities and then to the Debtor Liabilities.

4. **Creditor's Records of Account.** The Creditor's records of account will be accepted by the Guarantor as *prima facie* evidence of the amounts owing by the Debtor and, as applicable, by the Cdn. Borrower to the Creditor from time to time.

5. **Continuing Guarantee.** This Agreement is a continuing guarantee and is binding as a continuing obligation of the Guarantor and the Debtor Liabilities shall be conclusively presumed to have been created in reliance on this Agreement. The Guarantor may not in any manner terminate this Agreement other than by the due and punctual payment in full of the Debtor Liabilities, subject always to the limitations on recovery set forth in Section 2 and the provisions of Section 3.

6. **Reinstatement.** If, at any time, all or any part of any payment previously applied by the Creditor to any of the Debtor Liabilities is or must be rescinded or returned by the Creditor for any reason whatsoever under Applicable Laws (including any Insolvency Proceeding affecting the Debtor or any other Person), such Debtor Liabilities shall, for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Creditor, and this

Agreement shall continue to be effective or be reinstated, as the case may be, as to such Debtor Liabilities, all as though such application by the Creditor had not been made.

7. **Currency.** The Guarantor shall make payment relative to any Debtor Liabilities in United States Dollars.

8. **Subrogation; Guarantor Rights Against Other Obligors.** Notwithstanding any payment made by the Guarantor under this Agreement or any setoff or application of funds of the Guarantor by the Creditor, the Guarantor shall have no right of subrogation to, and waives, any right to enforce any remedy which the Creditor now has or may hereafter have against the Debtor, until all of the Debtor Liabilities have been indefeasibly paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any Security now or hereafter held by the Creditor for the Debtor Liabilities. In no event shall the provisions of this Agreement in any way limit, restrict, or impair any rights or remedies of Guarantor regarding contribution from any other Obligor whether pursuant to any written agreement or otherwise; provided in no event shall this provision operate to subordinate any judgment of Creditor to any claim of Guarantor.

9. **Insolvency Proceedings.** In any Insolvency Proceeding affecting the Debtor, the Creditor shall have the right, in priority to the Guarantor, to receive its full claim in respect of such Insolvency Proceeding for all of the Debtor Liabilities. The Creditor shall have the right to include in its claim in any Insolvency Proceeding affecting the Debtor all or any part of the payments made by the Guarantor under this Agreement and, to prove and rank for, and receive dividends in respect of, all such claims, all of which rights and privileges as they relate and apply to the Guarantor are hereby assigned by the Guarantor to the Creditor. The provisions of this Section shall be sufficient authority for any Person making payment of any such dividends to pay the same directly to the Creditor for the benefit of the Creditor. The Creditor shall be entitled to receive for its benefit all dividends or other payments in respect of all of the above referenced claims until all of the Debtor Liabilities are paid and satisfied in full and the Guarantor shall continue to be liable under this Agreement for any unpaid balance of the Debtor Liabilities to the extent of Guarantor's obligations under this Agreement. If any amount is paid to the Guarantor under any Insolvency Proceeding affecting the Debtor when any of the Debtor Liabilities remain outstanding, such amount shall be received and held in trust by the Guarantor for the benefit of the Creditor and shall be immediately paid to the Creditor to be credited and applied against the Guarantor Liabilities. In any Insolvency Proceeding affecting the Debtor the Creditor shall value according to reasonable and customary procedures in accordance with all Applicable Laws, all Security held by it.

10. **Costs and Expenses.** The Guarantor agrees to pay within 10 days of written demand by the Creditor all reasonable, actual out-of-pocket costs and expenses in connection with the enforcement of the rights of the Creditor under this Agreement, including, without limitation, all reasonable, actual out-of-pocket costs and expenses sustained by the Creditor as a result of any failure by the Guarantor to perform or observe its obligations hereunder or in connection with any action, suit or proceeding with respect to the Guarantor's obligations, or the Creditor's rights and remedies against the Guarantor, hereunder or pursuant hereto, together with interest thereon from and after such 10th day if such payment is not made by such time, as provided in Section 2.

11. **Alteration; No Amendment of Credit Agreement Without Guarantor Consent.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the parties. In no event shall Creditor agree to any amendment, modification or release of the Security granted by any of the Obligors, or any amendment or modification of the Credit Agreement that would adversely affect the Creditor's rights and remedies under the Security, in each case, without the prior written consent of Guarantor. Any such consent shall be set forth in writing and shall refer to this Agreement.

12. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall

be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

13. Representations and Warranties. As at the date hereof, the Guarantor represents and warrants as follows to the Creditor and acknowledges and confirms that the Creditor is relying upon such representations and warranties:

(1) Existence and Good Standing - It is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and has all necessary power and authority to own its properties and carry on its business as presently carried on.

(2) Authority - It has full power, legal right and authority to enter into this Agreement, incur the Guarantor Liabilities and do all such acts and things as are required by this Agreement to be done, observed or performed, in accordance with the terms hereof.

(3) Valid Authorization and Execution - It has taken all necessary corporate action of its directors, shareholders and other Persons (as applicable) to authorize the execution, delivery and performance of this Agreement and to observe and perform the provisions hereof in accordance with the terms herein contained.

(4) Validity of Agreement; Non-Conflict - None of the authorization, execution or delivery of this Agreement or the performance of any obligation pursuant hereto requires or will require, pursuant to Applicable Laws now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or contravention of its Organizational Documents or any resolutions of directors or shareholders. This Agreement constitutes valid and legally binding obligations of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

14. Notices. Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or FedEx, UPS, or other reputable international delivery service which provides for proof of delivery:

To the Guarantor:

Walmart Inc.
702 S.W. 8th Street
Bentonville, Arkansas 72716
Attention: Michael Guptan, Vice President, Corporate Development; Matt Allen, Vice President, Finance; and David Hollander, Senior Associate GC, M&A

To the Creditor:

Bank of Montreal
595 Burrard Street, 6th Floor
P.O. Box 49500
Vancouver, BC V7X 1L7

Attention: Alex Melnikov, Director,
BMO Sponsor Finance

or to such other address as any party may from time to time notify the others in accordance with this Section. Any demand, notice or communication made or given by personal delivery or such delivery service during normal

business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or such delivery service after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Vancouver time) on the first Banking Day following actual delivery, as the case may be.

15. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any and all litigation to enforce the provisions of this Agreement shall be commenced, prosecuted, and completed solely in the Arkansas state or U.S. federal courts having jurisdiction over Benton County, Arkansas. The parties irrevocably submit and attorn to the exclusive jurisdiction of such courts. To the extent permitted by Applicable Laws, the parties irrevocably waive any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in such courts. The parties hereby irrevocably consent to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Guarantor at the address as provided for pursuant to the Section under the heading "Notices". Nothing in this Section affects the right of any party to serve process in any manner permitted by Applicable Laws.

16. **Time.** Time is of the essence with respect to this Agreement and the time for performance of the obligations of the Guarantor under this Agreement may be strictly enforced by the Creditor. The limitations period applicable to any proceeding relating to a claim under, in connection with, or with respect to this Agreement shall be solely as prescribed in the Arkansas Code.

17. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, replaced or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

18. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding on, the Guarantor and its successors and assigns, and shall inure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Guarantor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Creditor. The Creditor may assign this Agreement and any of their rights and obligations hereunder to any Person that replaces it in its capacity as such.

19. **Acknowledgement of Receipt.** The Guarantor acknowledges receipt of an executed copy of this Agreement.

20. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in the Credit Agreement, the provisions contained in this Agreement shall prevail to the extent of such conflict or inconsistency

DocuSign Envelope ID: 32195B7D-6A14-4B4A-88CD-ECE5079AE0F2

and the provisions of the Credit Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement. Notwithstanding any other provision of this Agreement, in no event shall this paragraph operate to bind or obligate Guarantor under the provisions of the Credit Agreement except to the extent of Guarantor's obligations under Section 2 of this Agreement, as further limited under this Agreement.

21. **Electronic Signature.** Delivery of an executed signature page to this Agreement by the Guarantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Guarantor of a manually executed copy of this Agreement by the Guarantor.

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

Walmart Inc., a Delaware corporation

By: Michael Guptan
Name: Michael Guptan
Title: Vice President, Corporate Development

This is Exhibit "II" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "Natural Outcomes, LLC"

Search Date and Time: March 31, 2023 at 8:50:13 am Pacific time
Account Name: GOWLING WLG (CANADA) LLP
Folio Number: V56936

NIL RESULT

0 Matches in 0 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 0

The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "Structurlam Mass Timber U.S., Inc."

Search Date and Time: March 31, 2023 at 8:48:31 am Pacific time
Account Name: GOWLING WLG (CANADA) LLP
Folio Number: v56936

NO REGISTRATIONS SELECTED

0 Matches in 0 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 0

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been selected by the searching party.

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "SLP Holdings Ltd."

Search Date and Time: April 18, 2023 at 10:45:19 am Pacific time
Account Name: GOWLING WLG (CANADA) LLP
Folio Number: V56936

TABLE OF CONTENTS

1 Match in 1 Registration in Report | Exact Matches: 1 (*) | Total Search Report Pages: 10

	Base Registration	Base Registration Date	Debtor Name	Page
1	465995K	December 18, 2017	* SLP HOLDINGS LTD	2

Base Registration Number: 465995K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 18, 2017 at 1:42:05 pm Pacific time
Current Expiry Date and Time:	December 18, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:45:19 am Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

595 BURRARD STREET, 6TH FLOOR
VANCOUVER BC
V7X 1L7 Canada

Debtor Information

SLP HOLDINGS LTD

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

None

General Collateral

December 19, 2019 at 9:16:14 am Pacific time

DELETED

DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. . THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7 ,OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR ,ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF SLP OPERATIONS LTD. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST, DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED PROPERTY

ADDED

. THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7 ,ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF STRUCTURLAM MASS TIMBER CORPORATION AND STRUCTURLAM MASS TIMER U.S., INC. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST,DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED ,PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN ,RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY.

December 19, 2019 at 4:04:52 pm Pacific time

DELETED

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF STRUCTURLAM MASS TIMBER CORPORATION AND STRUCTURLAM MASS TIMER U.S., INC. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST,DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED ,RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. ,PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN ,. THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7

ADDED

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF STRUCTURLAM MASS TIMBER CORPORATION AND STRUCTURLAM MASS TIMBER U.S., INC. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST,DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED ,. THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7 ,RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. ,PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN

Base Registration General Collateral:

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF SLP OPERATIONS LTD. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS

EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST, DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR ,OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN ,RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF, OR IN ,SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . ,PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. . THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL ,595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7

Original Registering Party

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address

PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

HISTORY

(Showing most recent first)

COLLATERAL SUBSTITUTION

Registration Date and Time: December 19, 2019 at 4:04:52 pm Pacific time
Registration Number: 963839L

General Collateral

December 19, 2019 at 4:04:52 pm Pacific time

DELETED

ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF STRUCTURLAM MASS TIMBER CORPORATION AND STRUCTURLAM MASS TIMER U.S., INC. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST,DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED ,RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. ,PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN ,. THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7

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PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN

Registering Party Information

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

RENEWAL

Registration Date and Time: December 19, 2019 at 9:17:08 am Pacific time
Registration Number: 962049L
Registration Life: 6 Years
New Expiration Date and Time: December 18, 2030 at 11:59:59 pm Pacific time

Registering Party Information

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

COLLATERAL SUBSTITUTION

Registration Date and Time: December 19, 2019 at 9:16:14 am Pacific time
Registration Number: 962042L

General Collateral

December 19, 2019 at 9:16:14 am Pacific time

DELETED

DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. . THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7 ,OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR ,ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF SLP OPERATIONS LTD. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST, DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED PROPERTY

ADDED

. THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL 595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7 ,ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF STRUCTURLAM MASS TIMBER CORPORATION AND STRUCTURLAM MASS TIMER U.S., INC. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST,DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED ,PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN ,RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING,

INCLUDING . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY.

Registering Party Information

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address

PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "Structurlam Mass Timber Corporation"

Search Date and Time: April 18, 2023 at 10:46:36 am Pacific time
Account Name: GOWLING WLG (CANADA) LLP
Folio Number: V56936

TABLE OF CONTENTS

24 Matches in 22 Registrations in Report | Exact Matches: 24 (*) | Total Search Report Pages: 53

	Base Registration	Base Registration Date	Debtor Name	Page
1	465997K	December 18, 2017	* STRUCTURLAM MASS TIMBER CORPORATION	3
2	134182L	November 5, 2018	* STRUCTURLAM MASS TIMBER CORPORATION	6
3	376669L	March 18, 2019	* STRUCTURLAM MASS TIMBER CORPORATION	8
4	468471L	April 30, 2019	* STRUCTURLAM MASS TIMBER CORPORATION	12
5	653592L	July 23, 2019	* STRUCTURLAM MASS TIMBER CORPORATION	14
6	027845M	January 28, 2020	* STRUCTURLAM MASS TIMBER CORPORATION * STRUCTURLAM MASS TIMBER CORPORATION	16
7	051907M	February 10, 2020	* STRUCTURLAM MASS TIMBER CORPORATION * STRUCTURLAM MASS TIMBER CORPORATION	18
8	111237M	March 10, 2020	* STRUCTURLAM MASS TIMBER CORPORATION	21
9	516532M	October 7, 2020	* STRUCTURLAM MASS TIMBER CORPORATION	24
10	799714M	March 1, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	26
11	820285M	March 10, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	28
12	119651N	July 19, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	30

13	130995N	July 23, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	33
14	380104N	November 19, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	35
15	414144N	December 7, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	38
16	428591N	December 14, 2021	* STRUCTURLAM MASS TIMBER CORPORATION	40
17	491599N	January 21, 2022	* STRUCTURLAM MASS TIMBER CORPORATION	42
18	491602N	January 21, 2022	* STRUCTURLAM MASS TIMBER CORPORATION	44
19	565693N	March 1, 2022	* STRUCTURLAM MASS TIMBER CORP	46
20	849354N	July 11, 2022	* STRUCTURLAM MASS TIMBER CORPORATION	48
21	899157N	August 3, 2022	* STRUCTURLAM MASS TIMBER CORPORATION	50
22	179015P	November 2, 2022	* STRUCTURLAM MASS TIMBER CORPORATION	52

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 465997K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 18, 2017 at 1:42:24 pm Pacific time
Current Expiry Date and Time:	December 18, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

BANK OF MONTREAL

Address

595 BURRARD STREET, 6TH FLOOR
VANCOUVER BC
V7X 1L7 Canada

Debtor Information

SLP OPERATIONS LTD

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

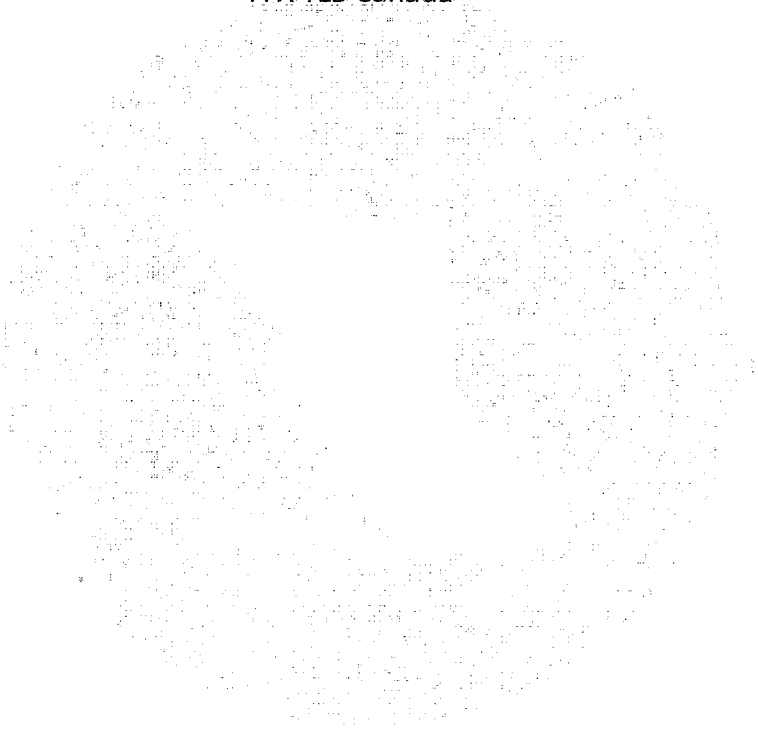
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address

PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada



HISTORY
(Showing most recent first)

RENEWAL

Registration Date and Time: December 19, 2019 at 9:16:49 am Pacific time
Registration Number: 962046L
Registration Life: 6 Years
New Expiration Date and Time: December 18, 2030 at 11:59:59 pm Pacific time

Registering Party Information

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

AMENDMENT

Registration Date and Time: January 25, 2018 at 12:02:58 pm Pacific time
Registration Number: 532683K
Description: ADDITION OF DEBTOR D0002, STRUCTURLAM MASS TIMBER CORPORATION, TO REFLECT DEBTOR D0001 NAME/ADDRESS CHANGE ON JANUARY 5, 2018.

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION
ADDED

Address
2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Registering Party Information

BLAKE CASSELS & GRAYDON LLP
ATTN: PPSA CLERK

Address
PO BOX 49314 2600 595 BURRARD
VANCOUVER BC
V7X 1L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 134182L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 5, 2018 at 12:51:01 pm Pacific time
Current Expiry Date and Time:	November 5, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP.

Address

SUITE 1500, 4710 KINGSWAY
BURNABY BC
V5H 4M2 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT ST.
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

COPIER(S), PHOTOCOPIER(S), MULTI FUNCTION PRINTER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT ,INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 376669L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 18, 2019 at 3:01:45 pm Pacific time
Current Expiry Date and Time:	March 18, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNEMNT ST
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number	MHR Number
Manufactured or Mobile Home (MH)	2018	10X40 OFFICE / -	140187834	NR

General Collateral

None.

Original Registering Party

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: March 15, 2023 at 6:38:54 am Pacific time
Registration Number: 413305P
Registration Life: 1 Year
New Expiration Date and Time: March 18, 2024 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address
24639 FRASER HWY
LANGLEY BC
V2Z 2L2 Canada

RENEWAL

Registration Date and Time: March 8, 2022 at 1:53:22 pm Pacific time
Registration Number: 583637N
Registration Life: 1 Year
New Expiration Date and Time: March 18, 2023 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address
24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

RENEWAL

Registration Date and Time: March 16, 2021 at 10:36:42 am Pacific time
Registration Number: 833295M
Registration Life: 1 Year
New Expiration Date and Time: March 18, 2022 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

RENEWAL

Registration Date and Time: March 12, 2020 at 6:12:24 am Pacific time
Registration Number: 114430M
Registration Life: 1 Year
New Expiration Date and Time: March 18, 2021 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 468471L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 30, 2019 at 2:41:39 pm Pacific time
Current Expiry Date and Time:	April 30, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

310 CO-OP AVENUE
OLIVER BC
V0H 1T0 Canada

310 CO-OP AVENUE

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CATERPILLAR / GP55N1	AT33C90319

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PA PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE LICENSES, INSTRUMENTS SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Original Registering Party

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 653592L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2019 at 11:17:12 am Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

Address

PO BOX 2400
EDMONTON AB
T5J 5C7 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	FORD / F150	1FTEW1EP9KFB67036

General Collateral

None.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH F
MISSISSAUGA ON
L4Z 1H8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 027845M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 28, 2020 at 11:02:12 am Pacific time
Current Expiry Date and Time:	January 28, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT
PENTICTON BC
V2A 8B5 Canada

STRUCTURLAM MASS TIMBER CORPORATION

Address

MAPLE STREET & COMMERCIAL ROAD
OKANAGAN FALLS BC
V0H 1R2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	HYUNDAI / 80D-9	HHKHFZ18KK0000654

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPERS, INTANGIBLES, GOODS DOCUMENT OF TITLE LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS

Original Registering Party

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 051907M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 10, 2020 at 9:42:00 am Pacific time
Current Expiry Date and Time:	February 10, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY CANADA INC.

Address

#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

SUITE 2300, BURRARD ST
VANCOUVER BC
V6C 2B5 Canada

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	COMBILIFT C22000 / -	48077

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPERS, INTANGIBLES, GOODS DOCUMENT OF TITLE LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS

Original Registering Party

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

HISTORY
(Showing most recent first)

SECURED PARTY TRANSFER

Registration Date and Time: December 23, 2021 at 1:58:01 pm Pacific time
Registration Number: 446502N

Secured Party Information

LEAVITT MACHINERY CANADA INC.
ADDED

Address
#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

LEAVITT MACHINERY GENERAL PARTNERSHIP
DELETED

Address
24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Registering Party Information

LEAVITT MACHINERY CANADA INC.

Address
#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 111237M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 10, 2020 at 2:49:07 pm Pacific time
Current Expiry Date and Time:	March 10, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT ST
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number	MHR Number
Manufactured or Mobile Home (MH)	2017	OFFICE 10X40 / -	140176978	NR

General Collateral

None.

Original Registering Party

ATCO STRUCTURES & LOGISTICS LTD.

Address

24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: March 8, 2023 at 7:02:25 am Pacific time
Registration Number: 399792P
Registration Life: 1 Year
New Expiration Date and Time: March 10, 2024 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address
24639 FRASER HWY
LANGLEY BC
V2Z 2L2 Canada

RENEWAL

Registration Date and Time: March 4, 2022 at 7:10:09 am Pacific time
Registration Number: 575215N
Registration Life: 1 Year
New Expiration Date and Time: March 10, 2023 at 11:59:59 pm Pacific time

Registering Party Information

ATCO STRUCTURES & LOGISTICS LTD.

Address
24639 FRASER HWY
LANGLEY TWP BC
V2Z 2L2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 516532M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 7, 2020 at 1:42:55 pm Pacific time
Current Expiry Date and Time:	October 7, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	TOYOTA / TACOMA	5TFDZ5BN4LX054216

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 799714M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 1, 2021 at 3:24:46 pm Pacific time
Current Expiry Date and Time:	March 1, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

NEW-LINE PRODUCTS LTD

Address

9415 189 STREET
SURREY BC
V4N 5L8 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

1675 MAPLE STREET
OKANAGAN FALLS BC
V0H 1R0 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

1EA ET1187-003 ET1187*WINNERS*MACH ONLY NO PUMP/DIES/TOOL SN0859 1EA ET1000PK-002 AIR/HYDRAULIC PUMP FOR ET1000 MACHINE 1EA ET4020TP-0002 M SERIES DIE PACKAGE 7 DIES

Original Registering Party

NEW-LINE PRODUCTS LTD

Address

9415 189 STREET
SURREY BC
V4N 5L8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 820285M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 10, 2021 at 9:30:02 am Pacific time
Current Expiry Date and Time:	March 10, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	AUDI / RS 3 SEDAN	WUABWGFF4J1900023

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 119651N DISCHARGED

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 19, 2021 at 2:12:44 pm Pacific time
Discharge Date and Time:	April 12, 2023 at 2:14:57 pm Pacific time
Current Expiry Date and Time:	July 19, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2017	TOYOTA / TUNDRA	5TFCY5F18HX021913

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

HISTORY
(Showing most recent first)

TOTAL DISCHARGE

Registration Date and Time: April 12, 2023 at 2:14:57 pm Pacific time
Registration Number: 468602P

Registering Party Information

PPSACANADA.COM

Address
1136 CENTRE STREET, SUITE 185
THORNHILL ON
L4J 3M8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 130995N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2021 at 10:21:34 am Pacific time
Current Expiry Date and Time:	July 23, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	HYUNDAI / KONA	KM8K5CA37NU777436

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 380104N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 19, 2021 at 2:35:34 pm Pacific time
Current Expiry Date and Time:	November 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY CANADA INC.

Address

#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	TAYLOR GT-100 / -	P-46611

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Original Registering Party

LEAVITT MACHINERY GENERAL PARTNERSHIP

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

SECURED PARTY TRANSFER

Registration Date and Time: December 23, 2021 at 8:48:50 am Pacific time
Registration Number: 445526N

Secured Party Information

LEAVITT MACHINERY CANADA INC.
ADDED

Address
#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

LEAVITT MACHINERY GENERAL PARTNERSHIP
DELETED

Address
24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Registering Party Information

LEAVITT MACHINERY CANADA INC.

Address
#102 - 19433 96TH AVENUE
SURREY BC
V4N 4C4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 414144N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 7, 2021 at 11:27:44 am Pacific time
Current Expiry Date and Time:	December 7, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	NISSAN / MURANO	5N1AZ2CS8MC145824

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 428591N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 14, 2021 at 4:45:54 pm Pacific time
Current Expiry Date and Time:	December 14, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

MERIDIAN ONECAP CREDIT CORP.

Address

SUITE 1500, 4710 KINGSWAY
BURNABY BC
V5H 4M2 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT ST.
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

PHOTOCOPIER(S), COPIER(S), MULTIFUNCTIONAL PRINTER(S), PRINTER(S), TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER ,PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Original Registering Party

ESC CORPORATE SERVICES LTD.

Address

445 KING STREET WEST, SUITE 40
TORONTO ON
M5V 1K4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 491599N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 21, 2022 at 12:00:19 pm Pacific time
Current Expiry Date and Time:	January 21, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY CANADA INC.

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

1675 MAPLE STREET
OKANAGAN FALLS BC
V0H 1R2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	HYUNDAI / 80D-9	HHKHFZ18KK0000654

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Original Registering Party

LEAVITT MACHINERY CANADA INC.

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 491602N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 21, 2022 at 12:00:43 pm Pacific time
Current Expiry Date and Time:	January 21, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

LEAVITT MACHINERY CANADA INC.

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

1675 MAPLE STREET
OKANAGAN FALLS BC
V0H 1R2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CATERPILLAR / GP55N1	AT33C90319

General Collateral

Base Registration General Collateral:

FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Original Registering Party

LEAVITT MACHINERY CANADA INC.

Address

24389 FRASER HWY
LANGLEY BC
V2Z 2L3 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 565693N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 1, 2022 at 6:09:59 am Pacific time
Current Expiry Date and Time:	March 1, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

BMW CANADA INC.

Address

50 ULTIMATE DRIVE
RICHMOND HILL ON
L4S 0C8 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORP

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	BMW / X3 M40i	5UXTY9C05M9G79854

General Collateral

None.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 849354N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 11, 2022 at 5:58:57 am Pacific time
Current Expiry Date and Time:	July 11, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	GMC / SIERRA 1500	1GTU9DED0LZ144741

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 899157N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 3, 2022 at 4:59:34 pm Pacific time
Current Expiry Date and Time:	August 3, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

CISCO SYSTEMS CAPITAL CANADA CO.

Address

181 BAY ST STE 3400 BAY TOWER
TORONTO ON
M5J 2T3 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND FUTURE GOODS (INCLUDING, WITHOUT LIMITATION, ROUTERS, ROUTER COMPONENTS, SWITCHES, SERVERS, OTHER COMPUTER NETWORKING AND TELECOMMUNICATIONS EQUIPMENT AND OTHER INFORMATION TECHNOLOGY AND COMPUTER EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SECURITY, VOICE, VIDEO, COLLABORATION, CONFERENCING, WIRELESS AND ANCILLARY EQUIPMENT) AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING)) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE SOFTWARE AND SOFTWARE LICENSE RIGHTS RELATING TO ANY OF THE FOREGOING, AND ALL PRESENT AND FUTURE SUBSTITUTIONS, REPLACEMENTS, UPGRADES, REPAIRS, PARTS AND ATTACHMENTS, IMPROVEMENTS AND ACCESSIONS THERETO (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS, (1) ALL PRESENT AND FUTURE INSURANCE, WARRANTY, RENTAL AND OTHER CLAIMS AND RIGHTS TO PAYMENT AND CHATTEL PAPER ARISING OUT OF ALL OR ANY OF THE EQUIPMENT, (2) ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ALL OR ANY OF THE FOREGOING AND (3) ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING, WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INVESTMENT PROPERTY (IF APPLICABLE), INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 179015P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	November 2, 2022 at 12:13:22 pm Pacific time
Current Expiry Date and Time:	November 2, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 18, 2023 at 10:46:36 am Pacific time)

Secured Party Information

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

Debtor Information

STRUCTURLAM MASS TIMBER CORPORATION

Address

2176 GOVERNMENT STREET
PENTICTON BC
V2A 8B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	TOYOTA / TUNDRA	5TFJA5DA2NX048518

General Collateral

None.

Original Registering Party

JIM PATTISON INDUSTRIES LTD.

Address

4937 REGENT STREET
BURNABY BC
V5C 4H4 Canada

This is Exhibit "33" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

[redacted]

L201919756
CERTIFICATE OF RECORD
FAULKNER CO. AR FEE $35.00
RECORDED: 12/30/2019 10:59:35 AM
CRYSTAL TAYLOR
CIRCUIT CLERK
BY: LIZ BAUMGARTNER, D.C.
DEPUTY CLERK
UCC/FS
5 Pages

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Madeline Taylor (501-377-0303)

B. E-MAIL CONTACT AT FILER (optional)
mtaylor@roselawfirm.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Madeline Taylor
Rose Law Firm
240 N. Block Avenue
Fayetteville, AR 72702

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Structurlam Mass Timber U.S., Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2176 Government Street	Penticton	BC	V2A8B5	Can

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Bank of Montreal

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
595 Burrard Street, 6th Floor, P.O. Box 49518	Vancouver	BC	V7X1L7	Can

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibits A and B, attached hereto and incorporated herein by this reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Madeline Taylor (501-377-0303)

B. E-MAIL CONTACT AT FILER (optional)
mtaylor@roselawfirm.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Madeline Taylor
Rose Law Firm
240 N. Block Avenue
Fayetteville, AR 72702

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Structurlam Mass Timber U.S., Inc.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2176 Government Street	**Penticton**	**BC**	**V2A8B5**	**Can**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Bank of Montreal

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
595 Burrard Street, 6th Floor, P.O. Box 495[illegible]	**Vancouver**	**BC**	**V7X1L7**	**Can**

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibits A and B, attached hereto and incorporated herein by this reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Structurlam Mass Timber U.S., Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☑ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A, attached hereto and incorporated herein.

17. MISCELLANEOUS:

Exhibit A

Debtor: Struturlam Mass Timber U.S., Inc.
Secured Party: Bank of Montreal

Leasehold Collateral Description:

1. All of the Debtor's interests, specifically including, but not limited to, the written or oral leasehold or other interest (the "Lease") of the Debtor which exists with regard to the property in Faulkner County, Arkansas described in Exhibit B attached hereto, whether pursuant to that certain Lease Agreement by and between Debtor and the City of Conway, Arkansas, executed December 27, 2019, which is recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas, as Instrument No. __, or otherwise. L-2019197O3
2. All of the Debtor's interest in the collateral described on the attached Exhibit B and all buildings, improvements, equipment and fixtures now or at any time hereafter located on the land hereinabove described.
3. All of the right, title and interest of the Debtor in and to all subleases now or hereafter entered into, whether oral or written, which demise any portion of the above-described real property or improvements thereon, together with all extensions, renewals, and modifications thereof (all such subleases being hereinafter collectively referred to as the "Subleases"), together with any guarantees of the tenant's obligations thereunder, together with the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of said Subleases or out of the above-described real property or improvements or any part thereof, together with the right to all proceeds payable to the Debtor.
4. All of the Debtor's right, title, interest, options and privileges created by virtue of the Lease, together with: (1) all of the hereditaments, easements, licenses, appurtenances, water rights and permits, rents, issues, and profits thereof (including all mineral and gas rights and leases and the revenue and proceeds therefrom), (2) all right, title, and interest, including the right to receive the same, in and to all proceeds of insurance, paid or payable as a result of damage or destruction of the property described above and any awards or payments which may be made with respect to the property described above as a result of the exercise of the right to eminent domain and any other damage or injury to or decrease in the value of the property described above (as provided herein), and (3) all rights, reversionary interests, and benefits derived or to be derived by the Debtor therefrom.

Exhibit B

Buildings of approximately 288,137 in total square feet located on the following described real estate situated in Faulkner County, Arkansas, to-wit:

A part of the SE1/4 of Section 19, and also a part of the NE1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the Southeast corner of said SE1/4, Section 19, Township 5 North, Range 13 West, thence North 88 degrees 56 minutes 42 seconds West along the South line of said SE1/4, 232.20 feet to the point of beginning; thence South 22 degrees 08 minutes 22 seconds East 508.41 feet (deeded South 22 degrees 38 minutes 17 seconds East 504.82 feet) to a concrete monument; thence South 00 degrees 09 minutes 15 seconds East parallel to the East line of the NE1/4 NE1/4, Section 30, 452.06 feet to the North line of a cemetary; thence along said North line North 89 degrees 22 minutes 58 seconds West 175.58 feet; thence South 05 degrees 14 minutes 37 seconds East 421.61 feet (deeded South 05 degrees 02 minutes 20 seconds East 412.01 feet) to a point 180.00 feet North 89 degrees 22 minutes 58 seconds West of the Northeast corner of the SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 210.00 feet; thence South 89 degrees 22 minutes 58 seconds East 180.00 feet to the East line of said SE1/4 NE1/4; thence South 00 degrees 23 minutes 08 seconds West 1101.24 feet to the Southeast corner of said SE1/4 NE1/4; thence North 89 degrees 22 minutes 58 seconds West along the South line of said SE1/4 NE1/4 944.88 feet to the East right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point North 16 degrees 10 minutes 07 seconds West 477.11 feet; thence to a point North 18 degrees 52 minutes 09 seconds West 95.58 feet; thence to a point North 26 degrees 13 minutes 00 seconds West 97.11 feet; thence to a point North 32 degrees 24 minutes 38 seconds West 95.77 feet; thence to a point North 36 degrees 52 minutes 07 seconds West 92.39 feet; thence to a point North 37 degrees 53 minutes 47 seconds West 669.81 feet to a point 357.05 feet North 89 degrees 22 minutes 58 seconds West of the Northwest corner of said SE1/4 NE1/4; thence continue along said right of way to a point North 37 degrees 53 minutes 47 seconds West 352.20 feet (deeded North 37 degrees 45 minutes 00 seconds West); thence to a point North 29 degrees 07 minutes 29 seconds West 305.49 feet (deeded N-W 306.59); thence to a point North 20 degrees 05 minutes 45 seconds West 833.31 feet (deeded North 19 degrees 54 minutes 00 seconds West 833.31 feet) to the South line of Section 19; thence continue along said right of way to a point North 19 degrees 56 minutes 58 seconds West 622.61 feet (deeded North 18 degrees 59 minutes 30 seconds West 629.14 feet); thence to a point North 16 degrees 04 minutes 30 seconds West 273.78 feet; thence leaving said right of way North 89 degrees 30 minutes 00 seconds East 1206.65 feet (deeded North 89 degrees 30 minutes East 1207.08 feet); thence North 89 degrees 29 minutes 25 seconds East 405.31 feet (deeded North 89 degrees 42 minutes 00 seconds East 407.55 feet); thence South 00 degrees 35 minutes 27 seconds West 850.73 feet (deeded South 00 degrees 47 minutes 25 seconds East 850.73 feet); thence South 88 degrees 56 minutes 42 seconds East 779.31 feet (deeded East 779.84 feet); to the point of beginning. LESS AND EXCEPT: A part of the SE1/4 NE1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the Northeast corner of said SE1/4 NE1/4; thence S00°23'08" West along the East line of said SE1/4 NE1/4 210.00 feet to the point of beginning; thence continue along said East line

S00°23'08" West 121.00 feet; thence N89°22'58" West, parallel to the North line of said SE1/4 NE1/4 180.00 feet; thence N00°23'08" East 121.00 feet; thence S89°22'58" East 180.00 feet to the point of beginning.

Together with easements for ingress and egress:

An easement for ingress and egress over and across the South 30 feet of the East 196 feet of the South 1/2 Southeast 1/4 of Section 19, Township 5 North, Range 13 West, upon which the asphalt-surfaced crossing from U.S. Highway 365 across the Missouri Pacific Railroad is located.

AND

Also, an easement for ingress and egress over and across a part of the Northeast 1/4 of Section 30, Township 5 North, Range 13 West, more particularly described as beginning at the Northeast corner of said Northeast 1/4; thence North 88 degrees 56 minutes 42 seconds West along the North line of said Northeast 1/4, 197.74 feet (deeded 196 feet) to the westerly most right-of-way of Missouri Pacific Railroad, said point being the point of beginning, thence along the West right-of-way of Missouri Pacific Railroad to a point South 22 degrees 46 minutes 22 seconds East 514.06 feet to the intersection of said right-of-way and the east line of the Northeast 1/4 of said Section 30; thence leaving said right-of-way along said East line South 0 degrees 09 minutes 15 seconds East 448.82 feet, said point being 420 feet North 0 degrees 09 minutes 15 seconds West of the Southeast corner of the Northeast 1/4 Northeast 1/4; thence leaving said East line North 89 degrees 22 minutes 57 seconds West 41.82 feet; thence North 0 degrees 09 minutes 15 seconds West 452.06 feet to a concrete monument; thence North 22 degrees 08 minutes 22 seconds West 508.41 feet to the North line of the Northeast 1/4 of Section 30; Thence South 88 degrees 56 minutes 42 seconds East along said North line 34.45 feet to the point of beginning.

This is Exhibit "KK" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

SEARCH SUMMARY

SLP Holdings Ltd. ("SLP")

British Columbia Personal Property Registry

A business debtor search of the British Columbia Personal Property Registry dated April 18, 2023 revealed the following registration against SLP:

Registration No.	465995K
Registration Type	SECURITY AGREEMENT
Registration Date	December 18, 2017
Expiry	December 18, 2030
Debtors	SLP Holdings Ltd.
Secured Party	BANK OF MONTREAL
Collateral: Serial Number Goods	None
General Collateral:	ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF SLP OPERATIONS LTD. (THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST, DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR ,OTHER DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN ,RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF, OR IN ,SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING . ,PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. . THE COMPLETE NAME AND ADDRESS OF SECURED PARTY S0001 IS: BANK OF MONTREAL ,595 BURRARD STREET, 6TH FLOOR, P.O. BOX 49500, VANCOUVER, BC V7X 1L7

Structurlam Mass Timber Corporation. ("SMTC")

British Columbia Personal Property Registry

A business debtor search of the British Columbia Personal Property Registry dated April 18, 2023 revealed the following registration against SMTC:

Registration No.	465997K
Registration Type	SECURITY AGREEMENT
Registration Date	December 18, 2017
Expiry	December 18, 2030
Debtors	SLP Operations Ltd. Structurlam Mass Timber Corporation
Secured Party	Bank of Montreal
Collateral: Serial Number Goods	None
General Collateral:	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Registration No.	134182L
Registration Type	SECURITY AGREEMENT
Registration Date	November 5, 2018
Expiry	November 5, 2024
Debtors	Structurlam Mass Timber Corporation
Secured Party	Meridian Onecap Credit Corp.
Collateral: Serial Number Goods	None
General Collateral:	COPIER(S), PHOTOCOPIER(S), MULTI FUNCTION PRINTER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT

	,INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration No.	376669L
Registration Type	SECURITY AGREEMENT
Registration Date	March 18, 2019
Expiry	March 18, 2024
Debtors	Structurlam Mass Timber Corporation
Secured Party	ATCO STRUCTURES & LOGISTICS LTD.
Collateral: Serial Number Goods	Manufactured or Mobile Home – 2018 – 10X40 OFFICE – #140187834
General Collateral:	None

Registration No.	468471L
Registration Type	SECURITY AGREEMENT
Registration Date	April 30, 2019
Expiry	April 30, 2024
Debtors	Structurlam Mass Timber Corporation 310 Co-op Avenue
Secured Party	LEAVITT MACHINERY GENERAL PARTNERSHIP
Collateral: Serial Number Goods	Motor Vehicle – 2018 – Caterpillar/GP55N1 – Vin #AT33C90319
General Collateral:	FROM THE COLLATERAL ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PA PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE LICENSES, INSTRUMENTS SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registration No.	653592L

Registration Type	SECURITY AGREEMENT
Registration Date	July 23, 2019
Expiry	July 23, 2023
Debtors	Structurlam Mass Timber Corporation
Secured Party	FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY
Collateral: Serial Number Goods	Motor Vehicle – 2019 – Ford/F150 – Vin #1FTEW1EP9KFB67036
General Collateral:	None

Registration No.	027845M
Registration Type	SECURITY AGREEMENT
Registration Date	January 28, 2020
Expiry	January 28, 2026
Debtors	Structurlam Mass Timber Corp. Structurlam Mass Timber Corp.
Secured Party	LEAVITT MACHINERY GENERAL PARTNERSHIP
Collateral: Serial Number Goods	Motor Vehicle – 2019 – Hyundai/80D-9 – Vin #1HHKHFZ18KK0000654
General Collateral:	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPERS, INTANGIBLES, GOODS DOCUMENT OF TITLE LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS

Registration No.	051907M
Registration Type	SECURITY AGREEMENT
Registration Date	February 10, 2020
Expiry	February 10, 2024

Debtors	Structurlam Mass Timber Corp. Structurlam Mass Timber Corp.
Secured Party	LEAVITT MACHINERY CANADA INC.
Collateral: Serial Number Goods	Motor Vehicle – 2019 – Combilift C22000/- – #48077
General Collateral:	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPERS, INTANGIBLES, GOODS DOCUMENT OF TITLE LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS

Registration No.	111237M
Registration Type	SECURITY AGREEMENT
Registration Date	March 10, 2020
Expiry	March 10, 2024
Debtors	Structurlam Mass Timber Corp.
Secured Party	ATCO STRUCTURES & LOGISTICS LTD.
Collateral: Serial Number Goods	Manufactured or Mobile Home – 2017 – Office 10X40 /- – #140176978
General Collateral:	None

Registration No.	516532M
Registration Type	SECURITY AGREEMENT
Registration Date	October 7, 2020
Expiry	October 7, 2025
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Collateral: Serial Number Goods	Motor Vehicle – 2020 – Toyota/Tacoma – Vin #5TFDZ5BN4LX054216

General Collateral:	None

Registration No.	799714M
Registration Type	SECURITY AGREEMENT
Registration Date	March 1, 2021
Expiry	March 1, 2026
Debtors	Structurlam Mass Timber Corp.
Secured Party	NEW-LINE PRODUCTS LTD
Collateral: Serial Number Goods	None
General Collateral:	1EA ET1187-003 ET1187*WINNERS*MACH ONLY NO PUMP/DIES/TOOL SN0859 1EA ET1000PK-002 AIR/HYDRAULIC PUMP FOR ET1000 MACHINE 1EA ET4020TP-0002 M SERIES DIE PACKAGE 7 DIES

Registration No.	820285M
Registration Type	SECURITY AGREEMENT
Registration Date	March 10, 2021
Expiry	March 10, 2024
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Collateral: Serial Number Goods	Motor Vehicle – 2018 – Audi/RS 3 Sedan – #WUABWGFF4J1900023
General Collateral:	None

Registration No.	130995N
Registration Type	SECURITY AGREEMENT

Registration Date	July 23, 2021
Expiry	July 23, 2025
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Collateral: Serial Number Goods	Motor Vehicle – 2022 – Hyundai/Kona – #KM8K5CA37NU777436
General Collateral:	None

Registration No.	380104N
Registration Type	SECURITY AGREEMENT
Registration Date	November 19, 2021
Expiry	November 19, 2026
Debtors	Structurlam Mass Timber Corp.
Secured Party	LEAVITT MACHINERY CANADA INC
Collateral: Serial Number Goods	Motor Vehicle – 2021 – Taylor GT-100/- – #P-46611
General Collateral:	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Registration No.	414144N
Registration Type	SECURITY AGREEMENT
Registration Date	December 7, 2021
Expiry	December 7, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.

Collateral: Serial Number Goods	Motor Vehicle – 2021 – Nissan/Murano – #5N1AZ2CS8MC145824
General Collateral:	None

Registration No.	428591N
Registration Type	SECURITY AGREEMENT
Registration Date	December 14, 2021
Expiry	December 14, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	MERIDIAN ONECAP CREDIT CORP.
Collateral: Serial Number Goods	None
General Collateral:	PHOTOCOPIER(S), COPIER(S), MULTIFUNCTIONAL PRINTER(S), PRINTER(S), TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER ,PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration No.	491599N
Registration Type	SECURITY AGREEMENT
Registration Date	January 21, 2022
Expiry	January 21, 2026
Debtors	Structurlam Mass Timber Corp.
Secured Party	LEAVITT MACHINERY CANADA INC.
Collateral: Serial Number Goods	Motor Vehicle – 2019 – Hyundai/80D-9 – #HHKHFZ18KK0000654

General Collateral:	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Registration No.	491602N
Registration Type	SECURITY AGREEMENT
Registration Date	January 21, 2022
Expiry	January 21, 2024
Debtors	Structurlam Mass Timber Corp.
Secured Party	LEAVITT MACHINERY CANADA INC.
Collateral: Serial Number Goods	Motor Vehicle – 2018 – Caterpillar/GP55N1 – #AT33C90319
General Collateral:	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL, PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS, AND OTHER FORM OF PROCEEDS.

Registration No.	565693N
Registration Type	SECURITY AGREEMENT
Registration Date	March 1, 2022
Expiry	March 1, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	BMW CANADA INC.
Collateral: Serial Number Goods	Motor Vehicle – 2021 – BMW/X3 M40i – #5UXTY9C05M9G798547
General Collateral:	None

Registration No.	849354N

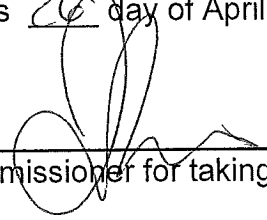
Registration Type	SECURITY AGREEMENT
Registration Date	July 11, 2022
Expiry	July 11, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Collateral: Serial Number Goods	Motor Vehicle – 2020 – GMC/Sierra 1500 – #1GTU9DED0LZ144741
General Collateral:	None

Registration No.	899157N
Registration Type	SECURITY AGREEMENT
Registration Date	August 3, 2022
Expiry	August 3, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	CISCO SYSTEMS CAPITAL CANADA CO.
Collateral: Serial Number Goods	None
General Collateral:	ALL PRESENT AND FUTURE GOODS (INCLUDING, WITHOUT LIMITATION, ROUTERS, ROUTER COMPONENTS, SWITCHES, SERVERS, OTHER COMPUTER NETWORKING AND TELECOMMUNICATIONS EQUIPMENT AND OTHER INFORMATION TECHNOLOGY AND COMPUTER EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SECURITY, VOICE, VIDEO, COLLABORATION, CONFERENCING, WIRELESS AND ANCILLARY EQUIPMENT) AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING)) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE SOFTWARE AND SOFTWARE LICENSE RIGHTS RELATING TO ANY OF THE FOREGOING, AND ALL PRESENT AND FUTURE SUBSTITUTIONS, REPLACEMENTS, UPGRADES, REPAIRS, PARTS AND ATTACHMENTS, IMPROVEMENTS AND ACCESSIONS THERETO (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS, (1) ALL PRESENT AND FUTURE INSURANCE, WARRANTY, RENTAL AND OTHER CLAIMS AND RIGHTS TO PAYMENT AND CHATTEL PAPER ARISING OUT OF ALL OR ANY OF

	THE EQUIPMENT, (2) ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ALL OR ANY OF THE FOREGOING AND (3) ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING, WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INVESTMENT PROPERTY (IF APPLICABLE), INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Registration No.	179015P
Registration Type	SECURITY AGREEMENT
Registration Date	November 2, 2022
Expiry	November 2, 2027
Debtors	Structurlam Mass Timber Corp.
Secured Party	JIM PATTISON INDUSTRIES LTD.
Collateral: Serial Number Goods	Motor Vehicle – 2022 – Toyota/Tundra – #5TFJA5DA2NX048518
General Collateral:	None

This is Exhibit "LL" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.



A Commissioner for taking Affidavits in British Columbia

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,[1]	)	Case No. 23-10497 (CTG)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF MATTHEW KARMEL,
INTERIM CHIEF EXECUTIVE OFFICER OF THE DEBTORS,
IN SUPPORT OF DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Matthew Karmel, hereby declare under penalty of perjury:

1. I am the interim Chief Executive Officer ("Interim CEO") of each of the above-captioned debtors and debtors in possession, consisting of the following entities: SLP Holdings Ltd. ("SLP"), Structurlam Mass Timber Corporation (formerly SLP Operations Ltd., "SMTC"), Structurlam Mass Timber U.S., Inc. ("SMTU"), and Natural Outcomes, LLC ("NOLLC" and together with SLP, SMTC, and SMTU, the "Company" or the "Debtors"). I have served as Interim CEO of the Debtors since May 2022.

2. I have over 20 years of experience in c-suite leadership roles and have substantial knowledge and experience in the industrial and manufacturing industries. Prior to joining the Debtors, I have served as CEO of Crenlo Engineered Cabs, Operating Partner at Atlas Holdings, CEO and Chairman of Klenk Holz AG, the largest saw-mills group in Germany, and I have led other companies in North America and Europe in a broad range of industries. I received a Ph.D.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

in Mechanical and Aeronautical Engineering from Princeton University and completed a general-management executive program at INSEAD Business School in France.

3. In my capacity as Interim CEO I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I am above 18 years of age, competent to testify, and authorized to submit this declaration on behalf of the Debtors.

4. I submit this declaration to assist the United States Bankruptcy Court for the District of Delaware (the "Court") and parties in interest in understanding: (a) the Debtors, their operations, and their capital structure; (b) the circumstances related to the commencement of these cases, which were filed on April 21, 2023 (the "Petition Date"), under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and related proceedings to be filed under the Companies' Creditors Arrangement Act ("CCAA") in Canada; and (c) the relief requested by the Debtors pursuant to the motions and applications filed substantially contemporaneously herewith (collectively, the "First Day Motions").

5. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, information obtained from the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. If called as a witness, I would testify competently to the statements set forth in this declaration.

6. This declaration is organized in the following five parts:

- Part I provides an overview of the Debtors' anticipated chapter 11 process, including the proposed debtor-in-possession financing, sale process, and expected case timeline.
- Part II describes the Company's business, both in terms of its history, as well as its current operations;
- Part III summarizes the Company's organizational and capital structure;

- Part IV describes the circumstances that led to the commencement of these chapter 11 cases; and
- Part V addresses the factual bases for the relief requested in the First Day Motions, and other information related to these chapter 11 cases.

I. Overview of the Chapter 11 Cases.

7. The Company is a leading manufacturer of mass timber and ground protection solutions, including the production of Glulam and CLT (defined below), used in construction and industrial markets with U.S. facilities in Conway, Arkansas and Canadian facilities in Penticton, Okanagan Falls, and Oliver, British Columbia. The Company has completed or assisted in supplying mass timber for numerous projects throughout North America including, among others: the University of British Columbia Brock Commons in Vancouver, British Columbia in 2016 and 2017, at the time the tallest wood structure building in the world; the Microsoft Silicon Valley Campus in Mountain View, California in 2019, at the time the largest mass timber structure built in the United States; and the Google Mountain View California campus in 2020.

8. The Debtors faced significant operational and liquidity challenges in the months preceding the Petition Date. As a result of these challenges, in January 2023, the Debtors were forced to cease operations at the Debtors' U.S. manufacturing facility (the "US Facility") and terminate a majority of employees at that location. Following these events, the Company, in coordination with and with the support of its prepetition lender, Bank of Montreal ("BMO" and, in such capacity the "Prepetition Lender") and the Company's advisors, conducted an approximately 70 day prepetition marketing process that culminated in the selection of a stalking horse for the purchase of substantially all of the Debtors' assets, all as described in further detail below. The Debtors enter chapter 11 to effectuate the sale, subject to higher and better offers, with the support of the stalking horse bid to preserve the value of the Debtors' business as a going concern as well as the jobs of many of its remaining employees.

9. To meet the Debtors' urgent liquidity needs and provide for the necessary funding requirements of the Debtors' operations in chapter 11, the Debtors, in consultation with their advisors, engaged in negotiations with potential lenders regarding the provision of debtor-in-possession financing. Contemporaneously herewith, the Debtors filed a motion seeking court approval of a senior secured superpriority $7.5 million (CAD) million debtor-in-possession loan (the "DIP Facility") to be provided by BMO (in such capacity, the "DIP Lender") fund the Company through the sale process and exit from chapter 11.

10. The Debtors believe that the proposed sale transaction represents the only viable option for preserving and maximizing the value of the Company and that, if the relief requested in the First Day Motions, the proposed debtor-in-possession financing, and the anticipated sale process are not approved and consummated, or if they are delayed, the Debtors could be forced to liquidate under chapter 7 of the Bankruptcy Code, which would severely diminish the value of the Debtors' assets. Accordingly, the Debtors have commenced these chapter 11 cases, with the support of their key constituents, and are pursuing the anticipated sale transaction to maximize the value of the Debtors' estates for the benefit of all stakeholders.

II. Company Background and Operations.

A. History.

11. The Company was founded in 1962 in Penticton, British Columbia and originally operated as a producer of highly distinctive architectural glue laminated beams ("Glulam"), which were typically used in hockey arenas and places of worship. In 2012, the Company expanded its construction offerings by becoming the first North American manufacturer of construction cross laminated timber ("CLT"), which is a multi-layer, mass timber panel that can act as a replacement for concrete in any floor, wall, roof, or core, with the benefits of being significantly lighter. Also in 2012, the Company commenced production and introduction into the market of CLT industrial

matting, which has strength and weight advantages relative to incumbent bolted hardwood mats. SMTC acquired the business in 2017 and by 2019 had expanded to the United States through the incorporation of SMTU and the acquisition of the US Facility. The Company differentiates itself as a high-end custom producer of technically complex and design intensive products while also providing a suite of intensive design and other support services to its construction customers.

B. Corporate Structure.

12. Debtor SLP is a holding company incorporated pursuant to the laws of British Columbia, Canada with no operations or employees, and it owns 100 percent of the voting shares in SMTC and SMTU (and, indirectly through SMTU, controls 100 percent of the membership interests in NOLLC). SMTC is the Company's Canadian operating entity, incorporated under the laws of British Columbia, Canada with operations in Penticton, Okanagan Falls, and Oliver, British Columbia. SMTC also hosts the head office and chief executive function for the entire Company from its offices in Penticton, British Columbia. SMTU is the Company's United States operating entity incorporated under the laws of the state of Delaware. SMTU's primary asset is the US Facility, a new state-of-the-art production facility in Conway, Arkansas. NOLLC is a limited liability company incorporated under the laws of the state of Delaware. The member interests of NOLLC are 100 percent held by SMTU.

13. The Debtors are privately owned, with six series of Class A Preferred stock, one series of Class B Preferred stock, and three series of Class C Preferred stock, (collectively, the "Preferred Stock"), which is held primarily by KF Arc Holding LP (approximately 57.1 percent) and Bentonville KF SLP Holdings LP (approximately 27.5 percent), with the remaining approximately 15.4 percent of Preferred Stock held among certain minority shareholders. In addition to the Preferred Stock, SLP has also issued the common shares of SLP (the "Common Stock") being held among 13 individual holders. SLP currently has 1,364,350 shares of Common

Stock issued and outstanding, with options for an additional 2,914,703 shares of Common Stock held by certain members of the Company's management team who participate in the management incentive common equity options and shares program. A chart summarizing the Debtors' organizational structure is attached hereto as **Exhibit A**.

C. The Company's Assets and Operations.

14. The Company operates out of five manufacturing facilities, four of which are leased and located in British Columbia, Canada and one of which is owned by the Debtors (subject to certain municipal tax saving arrangements) in the United States, as follows:

Location	Opened	Products Manufactured	Estimated Annual Production Capacity (ft^3)
Penticton, BC	1962	Glulam beam and column finishing	880,000 (combined among Penticton and OK Falls facilities)
Maple Street, Okanagan Falls, BC	2012	CLT, Glulam, and industrial mats manufacturing	880,000 (combined among Penticton and OK Falls facilities)
Wallis Road, Okanagan Falls, BC	2012	CLT and industrial mats manufacturing	880,000 (combined among Penticton and OK Falls facilities)
Oliver, BC	2018	Industrial mats manufacturing	1,250,000
Conway, AR (operated by SMTU)	2021	Custom CLT and Glulam, distributor Glulam, and industrial mats manufacturing	1,350,000

(i) The Canadian Facilities.

15. SMTC leases the following facilities in Canada:

- the facilities located at units 104, 105a, and 105b, Coop Avenue, Oliver, British Columbia (the "Oliver Facility");
- the facility located at 1675 Maple Street Okanagan Falls, BC (the "Maple Facility");
- the facility located at 1716 Wallis Road, Okanagan Falls, BC (the "Wallis Facility", and together with the Maple Facility, the "OK Falls Facilities"); and
- a production facility and corporate offices at 2176 Government Street, Penticton, BC (the "Penticton Facility").

The Penticton Facility was used by the business prior to its acquisition by SMTC and houses the corporate headquarters of the Company.

(ii) The US Facility.

16. In December 2019, the Company began its expansion into the United States to, among other things, capture the rapidly accelerating demand for mass timber products in the United States. As part of the expansion, the Company invested $69 million (USD) to build a state of the art manufacturing facility which was completed in 2022 on land owned by the Debtors in Conway, Arkansas.[2] As a result the Debtors operational and liquidity issues in the months preceding the Petition Date, SMTU was forced to terminate the majority of its employees at the US Facility and to suspend operations. As of the Petition Date, operations at the US Facility remain largely suspended.

[2] The real estate for the U.S. Facility was previously owned by NOLLC and then transferred to SMTU and ultimately to the City of Conway, Arkansas as a part of a tax incentive program entered into by the Debtors and the City of Conway in 2019.

(iii) The Company's Employees.

17. The Company currently employs approximately 210 total employees. Approximately 178 employees are located in Canada, consisting of 62 salaried employees, 3 contractors, and 116 hourly manufacturing employees. The hourly manufacturing employees employed at the Penticton Facility, the OK Falls Facilities, and the Oliver Facility are subject to a collective bargaining agreement (collectively, the "Unionized Employees"). All eligible Unionized Employees participate in a Registered Retirement Savings Plan.

18. Prior to the Petition Date, SMTU employed approximately 175 employees at the US Facility, including a sales and management team, none of whom were subject to a collective bargaining agreement. Due to the liquidity constraints facing the Company, on January 18, 2023, STMU made the difficult decision to terminate 144 of its employees. Today, we have only 32 full-time employees at the US Facility, consisting of 18 salaried employees, including a sales and management team, and 14 hourly manufacturing employees for the maintenance and care of the US Facility and certain limited production. The vice president of human resources and myself, as Interim CEO, are contractors hired by SMTU.

III. Prepetition Capital Structure.

A. Prepetition Credit Facilities.

19. On or about December 21, 2017, SMTC, as borrower, and SLP, as guarantor, entered into a letter agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Credit Agreement") with BMO, as lender. On December 3, 2019, SMTU was added as a borrower under the Prepetition Credit Agreement. NOLLC has also been added as a guarantor the obligations under the Prepetition Credit Agreement.

20. At the date it was originally entered into, the Prepetition Credit Agreement established certain credit facilities, including: a committed revolving credit facility in the maximum principal amount of $6,500,000 (CAD); a non-revolving term credit facility in the maximum principal amount of $21,333,317 (CAD); a revolving letter of credit facility in the maximum principal amount of $2,000,000 (CAD); and a committed, reducing, non revolving term credit facility in the maximum principal amount of $40,500.000 (USD).

21. The facilities available under the Prepetition Credit Agreement were amended over time, including most recently pursuant to the eighth amendment to the Prepetition Credit Agreement, dated as of April 21, 2023 (the "Eighth Amending Agreement"), which was executed prior to the filing of these chapter 11 cases and, among other things, provided the Company much needed access to $900,000 (CAD) in additional funds under the committed revolving credit facility. As a result, as of the Petition Date, the Company's secured debt liabilities total approximately $20.5 million (CAD) and $34.9 million (USD) in principal amount, and include the following facilities under the Prepetition Credit Agreement (collectively, the "Prepetition Credit Facilities"):

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Committed Revolving Credit Facility	May 2025	Adjustable, currently approximately 10.2%	$3.9 million (CAD)
Non-Revolving Term Credit Facility	May 2025	Adjustable, currently approximately 10.2%	$16.2 million (CAD)

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Revolving Letter of Credit Facility	May 2025	Adjustable fees, currently approximately 12.2% in respect of CAD Letters of Credit and approximately 13.5% in respect of USD Letters of Credit	$0.413 million (CAD)
Committed, Reducing, Non-Revolving Term Credit Facility	May 2025	Adjustable, currently approximately 11.5%	$34.9 million (USD)

22. The Debtors' obligations under the Prepetition Credit Facilities are secured by substantially all of the Debtors assets in accordance with the following security and guarantee documents: (a) that certain Unlimited Guarantee in favor of BMO from each of SMTC, SMTU, and NOLLC; (b) those two certain Limited Recourse Guarantees in an unlimited amount in favor of BMO from SLP; (c) that certain Limited Guarantee up to the amount of $13,500,000 (USD) in favor of BMO from SMTU's largest customer; (d) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTC; (e) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTU; (f) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from NOLLC; (g) that certain Collateral Mortgage in favor of BMO from SMTU for the US Facility lands; (h) that certain Securities Pledge Agreement in favor of BMO in the shares

of SMTU by SLP; (i) a bond pledge and security agreement from NOLLC to BMO dated as of December 27, 2019; (j) a leasehold mortgage and security agreement dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919704 on December 27, 2019 by and between SMTU, as borrower, and BMO, as lender; (k) a construction mortgage, security agreement, fixture filing, and assignment of rents and leases dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919701 on December 27, 2019 by and between SMTU, as mortgagor, and BMO, as mortgagee; and (l) a collateral assignment of option rights entered into as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919705 on December 27, 2019 by SMTU, as borrower, in favor of BMO, as lender.

B. Equipment Lease Obligations.

23. The Debtors currently lease equipment through various lessors (the "Equipment Leases"). The interest and maturity terms of these leases vary, but they all provide the lessor with a security interest in the vehicle or equipment that is subject to the lease. The total amount of all remaining payments under the Equipment Leases is approximately $4.3 million (CAD) as of the Petition Date. The Company's monthly equipment lease expense is approximately $44,672 (CAD).

C. Land Lease Obligations.

24. The total amount of all remaining payments under the leases for the Oliver Facilities, the OK Facility, and the Penticton Facility is approximately $3.2 million (CAD) as of the Petition Date. SMTC's monthly lease payment is approximately $139,033 (CAD).

D. Trade Payables

25. As of the Petition Date, the Company has approximately $3.1 million (CAD) and $3.4 million (USD) in trade payables outstanding.

E. Equity Interests.

26. The Company is privately held and none of its equity interests are traded on public exchanges. SLP's Preferred Stock is held primarily by KF Arc Holding LP (approximately 57.1 percent) and Bentonville KF SLP Holdings LP (approximately 27.5 percent), with the remaining approximately 15.4 percent of Preferred Stock held among certain minority shareholders. SLP's Common Stock is held among 13 individual holders, with options for an additional 2,914,703 shares of Common Stock held by certain members of the Company's management team. SLP owns 100 percent of the voting units of SMTC and SMTU. SMTU, in turn, owns 100 percent of the membership interests in NOLLC.

IV. Events Leading to Chapter 11.

27. The Debtors have faced significant operational and liquidity challenges in the months leading to the filing of these chapter 11 cases. As a result, the Debtors, with the assistance of their advisors, and in consultation with the Prepetition Lender, evaluated potential strategic and restructuring alternatives, which ultimately led to the Debtors' conducting a prepetition marketing process that resulted in the Stalking Horse Purchase Agreement described below. In conjunction with those efforts, the Debtors and their advisors also sought debtor-in-possession financing to fund the Debtors' restructuring, including the postpetition auction and sale process supported by the Stalking Horse Purchase Agreement, which ultimately resulted in the DIP Lender agreeing to provide the DIP Facility. However, notwithstanding the essential funding provided under the DIP Facility, the Debtors' liquidity remains very limited and, as a result, it is important for the Debtors to secure first-day relief that will allow them to continue to maintain current operations while concluding the marketing and sale process for their assets in an efficient and effective manner.

A. Prepetition Restructuring Efforts.

28. In December 2022 the Company engaged Alvarez & Marsal Canada Inc. ("A&M") as financial advisor to assist the Company in effectuating a turnaround strategy through identifying potential opportunities to add value to the organization. In this capacity, A&M assisted the Company in its negotiations with BMO, advised the Company as to its strategic alternatives, and assisted the Company with understanding its liquidity position. A&M assisted in achieving additional operating efficiencies through a remodeling of the Company's financials and produced materials that assisted in achieving additional operating efficiencies.

29. The Company operates in an industry that requires significant lead time for production and securing alternative projects. On January 17, 2023 the boards of both SMTC and SMTU ultimately determined that there was insufficient liquidity to continue to operate the US Facility. Accordingly, on January 18, 2023, the Company terminated 144 employees at the US Facility and suspended its operations.

30. The resulting cessation of operations at the US Facility significantly impacted the Debtors' cash flow. In response to this, on February 7, 2023, the Company executed the sixth amendment to the Prepetition Credit Agreement (the "Sixth Amending Agreement") which, among other things, allowed the Company to access critically needed $1.7 million (USD) in additional funds. The additional funding under the Sixth Amending Agreement was conditional on the Company hiring an investment banker to conduct a marketing process. On March 3, 2023, the Company executed the seventh amendment to the Prepetition Credit Agreement (the "Seventh Amending Agreement") which, among other things, allowed the Company to make drawdowns under the Revolving Facility (as each is defined in the Prepetition Credit Agreement) by way of weekly drawdowns acceptable to the Prepetition Lender in its sole discretion.

31. In conjunction with the amendments to the Prepetition Credit Facilities, the Company evaluated the possibility for certain strategic alternatives, but ultimately, the Company was unable to realize any such strategic alternative due to its inability to raise sufficient capital in time to consummate such a transaction. As a result, and despite all of the efforts described above, the Company was unable to resolve their immediate cash flow issues and was forced to evaluate other potential restructuring alternatives.

B. Prepetition Marketing and Sale Process.

32. Following the Debtors' entry into the Sixth Amending Agreement, by an engagement letter dated February 10, 2023, the Company retained Stifel, Nicolaus & Company, Incorporated and its indirect wholly owned subsidiary, Miller Buckfire & Co., LLC, as strategic business advisor and consultant (together, the "Sales Advisor") for the purpose of soliciting offers for the sale or recapitalization of the Company outside of a court process (the "Marketing Process").

33. The Sales Advisor launched the Marketing Process on February 10, 2023, beginning by identifying and contacting a broad group of potential strategic and financial sponsor parties for both sale and financing options. Seventy-four prospective buyers were solicited of which thirty-seven executed non-disclosure agreements and eighteen prospective investors were solicited of which seven executed non-disclosure agreements. The parties that executed non-disclosure agreements received access to the Company's virtual data room and were offered management meetings and site visits.

34. By March 8, 2023, five prospective buyers provided non-binding indications of interest. Of these five parties, four were selected to continue to the second round of the process and provided with access to additional diligence in the data room, continued access to Company management and site visits, and a draft asset purchase agreement. The Sales Advisor requested

binding bids from these four parties by March 24, 2023. On March, 24, 2023, the Sales Advisor received two bids and provided them to the Company.

35. On March 24, 2023 the Sales Advisor received and provided to the Company two unexecuted bids for some or all of the assets of the Company. Due to scheduling difficulties a third potential purchaser was unable to conduct a site visit until Saturday March 25, 2023. That party submitted a non-binding bid on March 27, 2023

C. The Stalking Horse Purchase Agreement.

36. Following the receipt of two second round bids, the Company and its advisors worked with the initial bidders to evaluate, solidify, and improve the initial bids received. Ultimately, after such evaluation and analysis, the bid by Mercer International Inc. (the "Stalking Horse Bidder") was determined as the highest or otherwise best initial offer and the Company and its advisors engaged with the Stalking Horse Bidder concerning the terms of a purchase agreement.

37. On April 21, 2023, the Debtors and the Stalking Horse Bidder entered into that certain Asset Purchase Agreement (the "Stalking Horse Purchase Agreement").

38. The Stalking Horse Purchase Agreement provides, among other things, for the purchase of the Debtors' US and Canadian Assets, along with assumption of certain assumed liabilities, as set forth in the Stalking Horse Purchase Agreement, for a purchase price of $60 million (USD). The Stalking Horse Purchase Agreement is also subject to certain bid protections in favor of the Stalking Horse Bidder, subject to Court approval, consisting of a break-up fee of $1.8 million (USD) and an expense reimbursement not to exceed $600,000 (USD).

39. Contemporaneously herewith, the Debtors filed a motion seeking the Court's approval of the Debtors' entry into the Stalking Horse Purchase Agreement and certain procedures to govern the submission, evaluation, and selection of bids for the Company's assets, and, if necessary, conducting an auction (the "Bidding Procedures"). Due to the very limited funding

available, and to preserve the going-concern value of the Company's business, the Debtors anticipate that these chapter 11 cases will progress quickly with the expected closing of the sale to occur by June 5, 2023.

D. Operations During the Chapter 11 Cases.

40. Based on the forgoing, the Company's management believes that the value available to the various stakeholders will be maximized by implementing a sale of substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code while simultaneously (a) continuing operations at the Canadian facilities to permit the completion of ongoing, profitable contracts and permit SMTC to perform profitable contracts that are awarded to it after the commencement of the chapter 11 cases, and (b) keeping the US Facility in care and maintenance with some limited production for smaller-size projects, to maximize its value as a "turn-key" facility ready for a purchaser to restart operations. These operations are essential to preserve the value of the Debtors' business and, thereby, will maximize the value of the estates for the benefit of all stakeholders.

V. First Day Motions.

41. To ensure a smooth transition into chapter 11 and limit the operational disruption of these chapter 11 cases, the Debtors filed several First Day Motions. I have reviewed each of the First Day Motions filed to date, or filed substantially contemporaneously herewith, and the facts set forth in the First Day Motions are true and correct to the best of my knowledge, information, and belief, and are incorporated herein by reference. It is my belief that the relief sought in each of the First Day Motions is tailored to meet the goals described above and, ultimately, will enhance the Debtors' ability to maximize the value of their estates for the benefit of all of the Debtors' stakeholders.

42. The relief requested by the First Day Motions, including the requested authority to pay discrete prepetition claims or continue selected prepetition programs, is essential to preserve the value of the Debtors' estates and necessary to avoid immediate and irreparable harm to the Debtors and their stakeholders. I believe that payment of those selected prepetition claims identified in the First Day Motions will forestall irreparable harm, thus maximizing the value of the Debtors' estates to the benefit of all stakeholders. Further, I believe that such relief will enable the Debtors to stabilize and preserve their operations, thereby maximizing the going-concern value of the Debtors' business, and avoid a chaotic post-filing period that results in diminution of estate value.

43. I understand that the Bankruptcy Rules permit the Court to grant relief within the first 21 days after the Petition Date where such relief is necessary to avoid immediate and irreparable harm. I believe an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and that any delay in granting the relief requested in the First Day Motions could hinder the Debtors' ability to maintain the going-concern value of the Company's business and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' ability to maintain their operations at this important juncture.

44. For the reasons set forth above, I believe that the relief requested in the First Day Motions is necessary to avoid immediate and irreparable harm to the Debtors and is in the best interests of the Debtors' estates, their creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that each of the First Day Motions should be approved.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

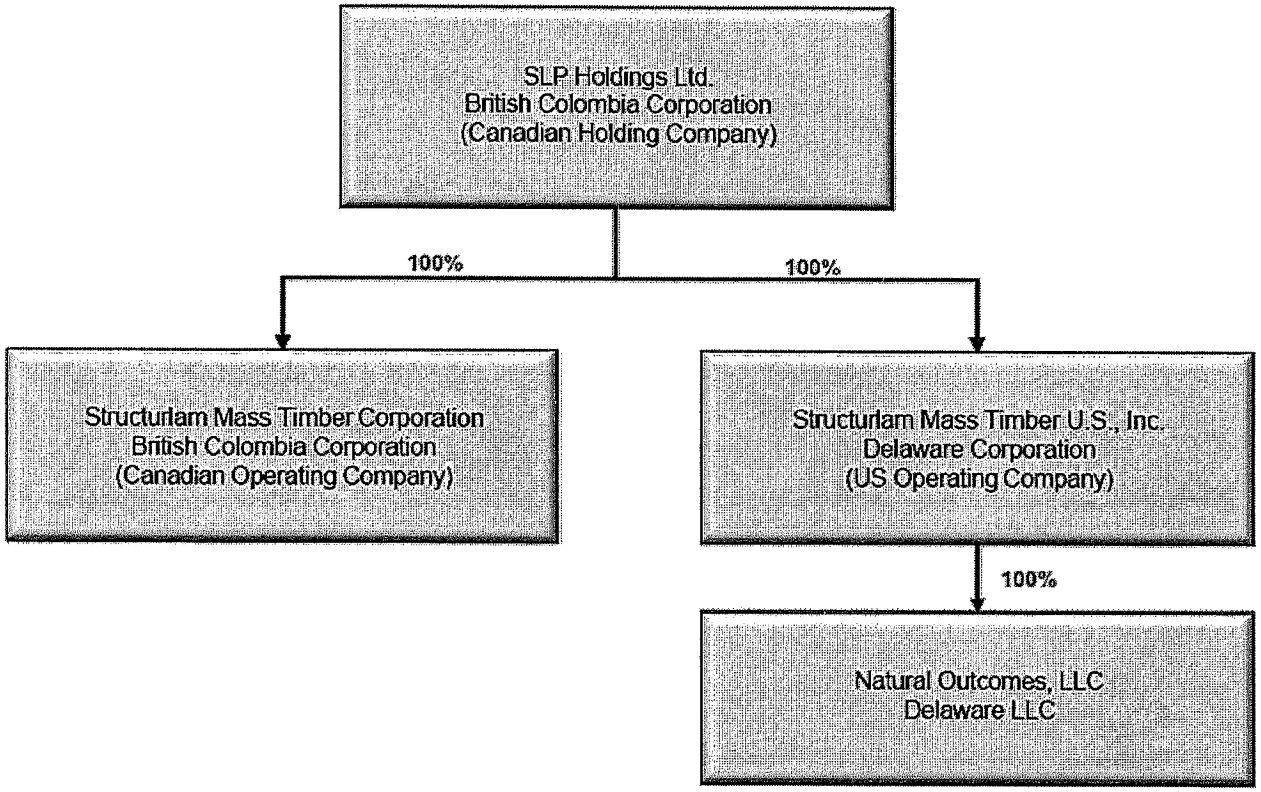
Dated: April 24, 2023
Penticton, British Columbia

/s/ *Matthew Karmel*
Matthew Karmel
Interim Chief Executive Officer of the Debtors

Exhibit A

Organizational Chart

STRUCTURLAM
MASS TIMBER CORPORATION



This is Exhibit "MM" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,[1]	)	Case No. 23-10497 (CTG)
	)	(Joint Administration Requested)
Debtors.	)	

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING SLP HOLDINGS LTD. TO ACT AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion (this "Motion"):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing SLP Holdings Ltd. ("SLP") to act as foreign representative[2] on behalf of the Debtors' estates (the "Foreign Representative") in legal proceedings in the Canadian Court (as defined below); and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

[2] A "foreign representative" is defined in section 45(1) of the CCAA (as defined herein) to mean "a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company to: (a) monitor the debtor company's business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding."

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Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105, 1107, and 1505 of title 11 of the United States Code (the "Bankruptcy Code"), rule 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 9013-1.

Background

6. On April 21, 2023 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these Chapter 11 Cases is set forth in the *Declaration of Matthew Karmel, Interim Chief Executive Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"),[3] filed contemporaneously with this Motion and incorporated by reference herein.[4]

[3] Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

[4] The First Day Declaration and other relevant case information are available on the following website maintained by the Debtors' proposed claims and noticing agent Kurtzman Carson Consultants LLC ("KCC"): https://www.kccllc.net/Structurlam.

7. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these Chapter 11 Cases pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

Appointment of a Foreign Representative

8. SLP, as the proposed Foreign Representative, will seek ancillary relief in Canada on behalf of SLP, and, to the extent necessary or appropriate, the other Debtors, in the Supreme Court of British Columbia (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act (Canada) R.S.C., 1985, c. C-36* (as amended, the "CCAA"). The purpose of the ancillary proceeding (the "Canadian Proceeding") is to request that the Canadian Court recognize the Chapter 11 Cases of the Debtors as "foreign main proceedings" or "foreign non-main proceedings," as applicable, under the applicable provisions of the CCAA to, among other things, protect the Debtors' assets and operations in Canada and obtain a Canadian order staying self-help remedies by stakeholders, lenders, or other parties following the commencement of these Chapter 11 Cases. Concurrent with the filing of this Motion, the Foreign Representative may seek an emergency stay in Canada, pending entry of the proposed Order, to prevent any claimants from taking steps against the Debtors' property in Canada.[5]

[5] The Foreign Representative intends to propose that the Canadian Court appoint Alvarez & Marsal Canada Inc. as information officer in the Canadian Proceeding (the "Information Officer"). The Information Officer will serve as an officer of the Canadian Court and report to the Canadian Court from time to time (including at the hearing on the initial application) on the status of the Chapter 11 Cases, the proposed restructuring of the Debtors, the Canadian Proceeding, and any other information that may be material to the Canadian Court. The specific duties of the Information Order will be set out in an order of the Canadian Court. The Information Officer, its counsel,

9. The Debtors request authority to appoint SLP as Foreign Representative in connection with the Canadian Proceeding to satisfy the requirements of the CCAA. Specifically, section 46 of the CCAA provides:

> (1) **Application for recognition of a foreign proceeding.**—A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
>
> (2) **Documents that must accompany application.**—. . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative's authority to act in that capacity. . . .

CCAA, R.S.C., c. C-36, § 46 (1985) (Can.).

10. Absent an order of this Court, the Debtors may find it difficult to satisfy the requirements set out in the CCAA for an application for recognition of these Chapter 11 Cases. Additionally, under the DIP Order, in order for the Debtors to obtain the debtor-in-possession financing a Canadian order approving the DIP Order is required. Accordingly, in order for SLP to be recognized as the Foreign Representative in the Canadian Proceeding, and thereby apply to have the Debtors' Chapter 11 Cases recognized by the Canadian Court, this Court must enter an order authorizing SLP to act as the Foreign Representative in the Canadian Proceeding. If the order is entered, SLP will be able to file the order with the Canadian Court as the instrument authorizing SLP to act as the Foreign Representative pursuant to section 46 of the CCAA. At this time, SLP has no intention of seeking recognition in any other jurisdictions.

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and counsel to the Foreign Representative will be compensated by the Debtors in accordance with the terms of an order of the Canadian Court.

Basis for Relief

11. Although the provisions of chapter 15 of the Bankruptcy Code generally do not apply to other chapters of the Bankruptcy Code, pursuant to Bankruptcy Code section 103(k)(1), Bankruptcy Code section 1505 applies to any case under the Bankruptcy Code. Specifically, Bankruptcy Code section 103(k)(1) provides that "[c]hapter 15 applies only in a case under such chapter, except that—(1) sections 1505, 1513, and 1514 apply in all cases under this title." 11 U.S.C. § 103(k)(1).

12. Section 1505 of the Bankruptcy Code allows a debtor in possession to obtain a court order recognizing the debtor in possession as the foreign representative of the debtor's estate, in order to submit a petition to a foreign court requesting recognition of the debtor's chapter 11 case. Specifically, section 1505 of the Bankruptcy Code provides:

> A trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.

13. Further, Bankruptcy Code section 1107(a) provides, in relevant part:

> [s]ubject to any limitations on a trustee serving in a case under this chapter, and to such limitations or conditions as the court prescribes, a debtor in possession shall have all the rights, other than the rights to compensation under section 330 of this title, and powers, and shall perform all the functions and duties . . . of a trustee serving in a case under this chapter.

11 U.S.C. § 1107(a).

14. The Debtors respectfully submit that sections 1107 and 1505 of the Bankruptcy Code confer upon SLP, as a debtor in possession, sufficient rights, powers, and duties to act as Foreign Representative of the Debtors' estates. However, to avoid any possible confusion or doubt regarding this authority and to comply with the requirements of section 46 of the CCAA, the

Debtors seek entry of an order, pursuant to section 1505 of the Bankruptcy Code, explicitly authorizing SLP to act as the Foreign Representative of the Debtors' estates in the Canadian Proceeding.

15. This relief will allow coordination of these Chapter 11 Cases and the Canadian Proceeding and provide an effective mechanism to protect and maximize the value of the Debtors' assets and estates. Specifically, the Canadian Proceeding will allow the Debtors to seek orders of the Canadian Court, ensuring that the relief granted in this Court is enforceable in Canada and that creditors in the United States and Canada are subject to similar stays as a result of the commencement of these Chapter 11 Cases.

16. Courts routinely grant relief similar to that requested herein in other large chapter 11 cases where a debtor has foreign assets or operations requiring a recognition proceeding. *See, e.g.*, *In re TK Holdings Inc.*, No. 17-11375 (BLS) (Bankr. D. Del. June 15, 2017); *In re The Rockport Co., LLC*, No. 18-11145 (LSS) (Bankr. D. Del. June 19, 2020); *In re Imerys Talc Am., Inc.*, No. 19-10289 (Bankr. D. Del. May 15, 2020); *In re Brooks Bros. Grp., Inc.*, No. 20-11785 (CSS) (Bankr. D. Del. July 8, 2020); *In re Mallinckrodt PLC,* No. 20-12522 (JTD) (Bankr. D. Del. Oct. 12, 2020); *In re Hollander Sleep Prod., LLC*, No. 19-11608 (MEW) (Bank. S.D.N.Y. May 22, 2019); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.Va. Feb., 17, 2020); *In re BJ Serv., LLC*, No. 20-33627 (MI) (Bankr. S.D. Tex. Aug. 10, 2020); *In re Tailored Brands, Inc.*, No. 20-33900 (MI) (Bankr. S.D. Tex. Aug. 3, 2020); *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) (Bankr. S.D.N.Y. July 5, 2022); and *In re Sungard AS New Holdings, LLC*, No. 22-90018 (DRJ) (S.D. Tex. Apr. 12, 2022).

17. Accordingly, the relief requested herein is necessary and appropriate and should be granted in all respects.

Notice

18. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Prepetition Lender and the DIP Lender; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the attorneys general in the states where the Debtors conduct their business operations; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: April 24, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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Proposed Conflicts Counsel to Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,[1]	)	Case No. 23-10497 (CTG)
	)	(Joint Administration Requested)
Debtors.	)	
	)	**Re: Docket No. __**

ORDER (I) AUTHORIZING SLP HOLDINGS LTD.
TO ACT AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing SLP Holdings Ltd. ("SLP") to act as foreign representative on behalf of the Debtors' estates (the "Foreign Representative") in the Canadian Proceeding; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted.

2. Debtor SLP is hereby authorized to: (a) act as the Foreign Representative of the Debtors; (b) seek recognition of these Chapter 11 Cases in the Canadian Proceeding; (c) request that the Canadian Court lend assistance to this Court in protecting the property of the estates; and (d) seek any other appropriate relief from the Canadian Court that SLP deems just and proper in the furtherance of the protection of the Debtors' estates.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" or "foreign non-main proceeding," as applicable, and SLP as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

4. The Debtors are authorized to pay the costs of the Information Officer and its counsel, consistent with any orders of the Canadian Court.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

This is Exhibit "NN" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia

No. _____

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

R.S.C. 1985, c. C - 36 AS AMENDED

AND IN THE MATTER OF SLP HOLDINGS LTD, STRUCTURLAM MASS TIMBER CORPORATION, STRUCTURLAM MASS TIMBER U.S., INC., NATURAL OUTCOMES, LLC

APPLICATION OF SLP HOLDINGS LTD. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

CONSENT TO ACT AS INFORMATION OFFICER

Alvarez & Marsal Canada Inc., a Licensed Insolvency Trustee, hereby consents to act as court-appointed Information Officer in the within proceedings, if so appointed by this Honourable Court.

DATED this 24th day of April, 2023.

ALVAREZ & MARSAL CANADA NC.

Per: _____
Anthony Tillman
Managing Director

This is Exhibit "OO" referred to in the Affidavit of **SHAWN TURKINGTON,** sworn before me at Vancouver, BC, this 26th day of April, 2023.

A Commissioner for taking Affidavits in British Columbia