



This is the 1st Affidavit of John Warren
in this case and was made on January 11, 2024

No. S-236214
Vancouver Registry

IN THE SUPREME COURT OF BRISTISH COLUMBIA

BETWEEN:

1392752 B.C. LTD.

PETITIONER

AND:

SKEENA SAWMILLS LTD.
SKEENA BIOENERGY LTD.
ROC HOLDINGS LTD.

RESPONDENTS

AFFIDAVIT

I, John Warren, manager, of 208-1824 Gordon Dr, Kelowna, in the Province of British Columbia, SWEAR THAT:

1. I am the Loan Remediation Manager of Dynamic Capital Equipment Finance Inc. ("Dynamic"), a creditor of the Respondents in this Action, and as such have knowledge of the facts and matters hereinafter deposed to by me, except where stated to be based upon information and belief and where so stated I do verily believe the same to be true.
2. I am authorized to swear this Affidavit on behalf of Dynamic.
3. Prior to July 29, 2021, Skeena Sawmills Ltd. ("Skeena") through its officers, directors or agents approached Dynamic to provide working capital for the use in its business operations.

Rolling Equipment Loan

4. On or about July 29, 2021, Skeena (as borrower) and Dynamic (as lender) entered into a Loan Agreement pursuant to which Dynamic loaned Skeena the sum of \$448,500.00 (the "Rolling Equipment Loan"), which Skeena agreed to repay with interest pursuant to certain terms and conditions (the "Rolling Equipment Loan Agreement").
5. Pursuant to the Rolling Equipment Loan Agreement, Skeena agreed without limitation as follows:

- a) to pay certain stipulated blended monthly instalments to Dynamic on the first day of each month for 48 months;
 - b) to pay interest at a rate of 12.95% per annum, compounded monthly and accruing in arrears on the principal amount due and owing from time to time;
 - c) any overdue amount of principal or interest shall bear interest before and after default, demand or judgment at a rate of 24% per annum, calculated and compounded monthly in arrears; and
 - d) to pay all costs or expenses incurred by Dynamic as a result of a default by Skeena, including without limitation reasonable legal fees on a solicitor and own client basis.
6. Attached to this my Affidavit as **Exhibit "A"** is a copy of the Rolling Equipment Loan Agreement.
7. Concurrently, and as continuing security for Skeena's obligations and liabilities under the Rolling Equipment Loan Agreement, Skeena executed a Specific Security Agreement dated July 29, 2021 (the "Rolling Equipment SSA") pursuant to which Skeena pledged, mortgaged and granted to Dynamic a security interest in the following equipment:

2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK	S/N 3C6TR5CT4JG273565
2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK	S/N 3C6TR5CT6JG273566
2013 CATERPILLAR 980K LOG LOADER CAN WBMM33 LOG GRAPPLE S/N 1W45785-1	S/N CAT0980KCW7K01406
2012 CATERPILLAR 980K LOG LOADER C/W CWS LOG GRAPPLE	S/N CAT0980KCW7K01351
2011 CATERPILLAR 950H FORKLIFT	S/N CAT0950HTJAD01002
2004 CATERPILLAR 924G FORKLIFT C/W MAST S/N M2S15W160LV02-HD	S/N CAT0924GCRTA00221
2012 TAYLOR TX330M FORKLIFT	S/N S-GE-37856
2013 HYUNDAI H160D-7E FORKLIFT	S/N HHKHFT08HD0000955
2012 HYUNDAI 110D-7E FORKLIFT	S/N HHKHFT05KC0000188
2010 DOOSAN D90S-5 FORKLIFT	S/N PA-00818
2013 CHEVROLET 2500HD 4X4 REGCAB PICKUP TRUCK	S/N 1GT02ZCGXDZ140209
2013 GMC 2500HD 4X4 REGCAP PICKUP TRUCK	S/N 1GT02ZCG2DZ163547
2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB PICKUP TRUCK	S/N 1GC1KVC5BF263802
2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB PICKUP TRUCK	SIN 1GC1KVC5BF256025

(collectively the "Rolling Equipment").

8. The Rolling Equipment SSA secures all obligations and indebtedness of Skeena to Dynamic pursuant to the Rolling Equipment Loan Agreement.
9. Attached to this my Affidavit as **Exhibit "B"** is a copy of the Rolling Equipment SSA.
10. On or about July 29, 2021, Skeena executed a Pledge of Cash Collateral Agreement in favour of Dynamic as further continuing security for Skeena's obligations and liabilities pursuant to the

Rolling Equipment Loan Agreement (the "Rolling Equipment Pledge of Cash Collateral Agreement").

11. Attached to this my Affidavit as **Exhibit "C"** is a copy of the Rolling Equipment Pledge of Cash Collateral Agreement.
12. Dynamic registered its security interests pursuant to the Rolling Equipment SSA and Rolling Equipment Pledge of Cash Collateral Agreement in the Personal Property Registry on July 29 and August 4, 2021 respectively.
13. Default has been made in payment of the principal sum and payment of interest secured by the Rolling Equipment SSA and Rolling Equipment Pledge of Cash Collateral Agreement.

Cantor Line Loan

14. On or about August 17, 2021, Skeena (as borrower) and Dynamic (as lender) entered into a further Loan Agreement pursuant to which Dynamic loaned Skeena the sum of \$497,518.00 (the "Cantor Line Loan"), which Skeena agreed to repay with interest pursuant to certain terms and conditions (the "Cantor Line Loan Agreement").
15. Pursuant to the Cantor Line Loan Agreement, Skeena agreed without limitation as follows:
 - a) to pay certain stipulated blended monthly instalments to Dynamic on the first day of each month for 48 months;
 - b) to pay interest at a rate of 12.95% per annum, compounded monthly and accruing in arrears on the principal amount due and owing from time to time;
 - c) any overdue amount of principal or interest shall bear interest before and after default, demand or judgment at a rate of 24% per annum, calculated and compounded monthly in arrears; and
 - d) to pay all costs or expenses incurred by Dynamic as a result of a default by Skeena, including without limitation reasonable legal fees on a solicitor and own client basis.
16. Attached to this my Affidavit as **Exhibit "D"** is a copy of the Cantor Line Loan Agreement.
17. Concurrently, and as continuing security for Skeena's obligation and liabilities under the Cantor Line Loan Agreement, Skeena executed a Specific Security Agreement dated August 17, 2021 (the "Cantor Line SSA") pursuant to which Skeena pledged, mortgaged and granted to Dynamic a security interest in a 1999 Optimil Cantor Line bearing serial number 63286, complete with a double length infeed, log turner, fours sided cantor, spline remover and other stipulated attachments or parts (the "Cantor Line"). The Cantor Line SSA secures all obligations and indebtedness of Skeena to Dynamic pursuant to the Cantor Line Loan Agreement.
18. Attached to this my Affidavit as **Exhibit "E"** is a copy of the Cantor Line SSA.
19. On or about August 17, 2021, Skeena executed a Pledge of Cash Collateral Agreement in favour of Dynamic as further continuing security for Skeena's obligations and liabilities pursuant to the Cantor Line Loan Agreement (the "Cantor Line Pledge of Cash Collateral Agreement").

20. Attached to this my Affidavit as **Exhibit "F"** is a copy of the Cantor Line Pledge of Cash Collateral Agreement.
21. Dynamic registered its security interests pursuant to the Cantor Line SSA and Cantor Line Pledge of Cash Collateral Agreement in the Personal Property Registry on August 4 and August 18, 2021 respectively.
22. Default has been made in payment of the principal sum and payment of interest secured by the Cantor Line SSA and Cantor Line Pledge of Cash Collateral Agreement.

Cross Collateralization

23. On August 17, 2021, Skeena and Dynamic entered into a Cross Default and Collateral Security Agreement pursuant to which all of the Rolling Equipment and Cantor Line (collectively the "Dynamic Collateral") were cross collateralized such that the Dynamic Collateral is secured in favour of Dynamic for all or any obligations, indebtedness and liabilities of Skeena owing to Dynamic (the "Cross Collateralization Agreement").
24. Attached to this my Affidavit as **Exhibit "G"** is a copy of the Cross Collateralization Agreement.
25. The Cross Collateralization Agreement secures all obligations and indebtedness of Skeena to Dynamic.
26. Dynamic registered its security interest pursuant to the Cross Collateralization Agreement in the Personal Property Registry on August 18, 2021.
27. Attached to this my Affidavit as **Exhibit "H"** is a copy of the Personal Property Registry search results for Skeena dated January 9, 2024.
28. Based on my knowledge of Skeena's operations, I verily believe that Skeena utilized the Dynamic Collateral as equipment in the course of operating its business, and not as inventory.

Guarantees and Subordinations

29. On or about July 29, 2021, Skeena Bioenergy Ltd. ("Bioenergy") granted to Dynamic a Guarantee unconditionally guaranteeing to Dynamic all of the indebtedness, liabilities and obligations of Skeena to Dynamic, payable on demand plus interest and costs on a solicitor and own client full indemnity basis in accordance with its terms (the "Bioenergy Guarantee").
30. Attached to this my Affidavit as **Exhibit "I"** collectively are copies of the Bioenergy Guarantee and Estoppel Certificate (Re: Guarantee) executed by Bioenergy on August 17, 2021.
31. On or about July 29, 2021, ROC Holdings Ltd. ("ROC") granted to Dynamic a Guarantee unconditionally guaranteeing to Dynamic all of the indebtedness, liabilities and obligations of Skeena to Dynamic, payable on demand plus interest and costs on a solicitor and own client full indemnity basis in accordance with its terms (the "ROC Guarantee").
32. Attached to this my Affidavit as **Exhibit J"** collectively are copies of the ROC Guarantee and Estoppel Certificate (Re: Guarantee) executed by ROC on August 17, 2021.

33. On or about July 27, 2021, Xiao Peng Cui (“Cui”) executed a Subordination of Debt agreement in favour of Dynamic in respect of any amounts or security that may be due to or in favour of Cui from or by Skeena (the “Skeena Subordination”).
34. Attached to this my Affidavit as **Exhibit “K”** is a copy of the Skeena Subordination.
35. On or about July 27, 2021, Cui executed a Subordination of Debt agreement in favour of Dynamic in respect of any amounts or security that may be due to or in favour of Cui from or by Bioenergy (the “Bioenergy Subordination”).
36. Attached to this my Affidavit as **Exhibit “L”** is a copy of the Bioenergy Subordination.
37. On or about July 27, 2021, Cui executed a Subordination of Debt agreement in favour of Dynamic in respect of any amounts or security that may be due to or in favour of Cui from or by ROC (the “ROC Subordination”).
38. Attached to this my Affidavit as **Exhibit “M”** is a copy of the ROC Subordination.

Amounts Owed

39. Dynamic did advance the Rolling Equipment Loan and the Cantor Line Loan, and such advances respectively occurred on or about the date that each Loan Agreement described herein was executed. To the best of my current knowledge, Skeena already had rights in and possession of the Dynamic Collateral as at the dates of the agreements detailed herein. One or more items of the Rolling Equipment at the time of the Rolling Equipment Loan and Rolling Equipment SSA were secured in favour of Caterpillar and Dynamic paid out Caterpillar the necessary amounts as part of the advance of the Rolling Equipment Loan.
40. As a result of such borrowing under the Loan Agreements detailed herein, Skeena is indebted to Dynamic as follows:
 - a) Cantor Line Loan Agreement: \$324,570.24 plus interest from and after January 12, 2024, in accordance with the Cantor Line Loan Agreement; plus
 - b) Rolling Equipment Loan Agreement: \$222,007.84 plus interest from and after January 12, 2024, 2023 in accordance with the Rolling Equipment Loan Agreement; plus
 - c) all further bailiff, storage and sale charges incurred by Dynamic in the enforcement of the loans and security agreement set out herein; plus
 - d) legal costs on a solicitor and own client basis.
41. Attached to this my Affidavit as **Exhibit “N”** are copies of the applicable payout or loan statements.

Release of the Cantor Line

42. After the granting of the Receivership Order in this action, Dynamic's legal counsel and the Receiver's legal counsel exchanged correspondence regarding the release of the Dynamic Collateral for this receivership. As a result of that, the Receiver agreed to release at least the Cantor Line for Dynamic to deal with directly pursuant to its security, and Dynamic has been dealing with

it separate and apparat from these receivership proceedings. As of the date of this Affidavit it continues to be marketed and has not yet been sold.

43. Attached to this my Affidavit as **Exhibit "O"** are copies of the correspondence between Dynamic's legal counsel and the Receiver's legal counsel relevant to paragraph 42 of this Affidavit.
44. For the reasons set out herein, Dynamic claims priority to and in respect of the Dynamic Collateral.
45. I swear this Affidavit in compliance with the Case Plan Order dated December 22, 2023 in this action.

SWORN BEFORE ME at Kelowna, British
Columbia, this 11 day of January, 2024.

A Notary Public or Commissioner for Oaths in and
for the Province of British Columbia

John Warren

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

No. S-236214
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1392752 B.C. LTD.

PETITIONER

AND:

SKEENA SAWMILLS LTD.
SKEENA BIOENERGY LTD.
ROC HOLDINGS LTD.

RESPONDENTS

AFFIDAVIT #1 OF JOHN WARREN

DUNCAN CRAIG LLP
LAWYERS & MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, AB T5J 3V9

Telephone: 780.441.4336
Facsimile: 780.428.9683
Attention: Ryan Quinlan
Email: rquinlan@dcclp.com

File No: 445-215646

This is Exhibit "A" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in black ink, appearing to read 'AARON DOW', is written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

LOAN AGREEMENT

AMOUNT: \$ 448,500.00

DATED the 29 day of JULY, 2021

FOR VALUE RECEIVED, the undersigned (the "**Borrower**"), jointly and severally (if more than one), hereby promises to pay to or to the order of **DYNAMIC CAPITAL EQUIPMENT FINANCE INC.** (the "**Lender**"), at #208, 1824 Gordon Drive, Kelowna, BC V1Y 0E2 (or to such other person or at such other place as the Lender may in writing direct), the principal sum of **FOUR HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS** (the "**Principal Sum**") together with interest.

at a fixed rate of **12.95%** per annum (the "**Fixed Rate**"), compounded monthly and accruing in arrears, in **48** consecutive blended monthly installments of principal and interest as set out in the schedule below with each such installment being payable on the **1ST** day of each month during the term of this Agreement.

[illegible]

All payments hereunder shall be made payable to the Lender, unless otherwise directed in writing by the Lender. Agreement cannot be prepaid except with the written consent of the Lender and on terms and conditions that the Lender stipulates. Any overdue payment of principal or interest shall bear interest before and after default, demand and judgment at a rate of interest per month equal to 2.0% (24% per annum) from the due date, calculated and compounded monthly in arrears. Borrower will pay Lender \$100.00 per occurrence for any payments returned for insufficient funds.

As security for the Borrower's obligations under this Agreement, the Borrower has executed and delivered to the Lender (Initial and check one or more):

Initial

DIC

- ☒ Specific Security Agreement No. **27SSA00644** dated the **29** day of **JULY**, 20**21**.
☐ General Security Agreement dated the ___ day of ___, 20__.
 (Individually and collectively referred to herein as the "Security Agreement")

The terms and conditions of the Security Agreement are incorporated by reference into this Agreement and the parties agree that this Agreement, together with the Security Agreement, shall together constitute a single agreement between the Borrower and the Lender.

If the Borrower fails to pay any amount when due under the terms of this Agreement or any other event of default occurs under the Security Agreement (a "Default"), the Lender may, in addition to the remedies under the Security Agreement, declare all amounts then due under this Agreement and all unpaid and future payments under this Agreement to be immediately due and payable, without any additional notice or demand of any kind, and in such event the Borrower shall forthwith pay to the Lender all such amounts then due under this Agreement and, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the present value of all unpaid and future payments discounted from their respective due dates at a discount rate equal to six percent (6%) per annum.

Payments received by the Lender shall be applied first in payment of unpaid accrued interest and the balance, if any, to the reduction of the Principal Sum. The Borrower waives diligence, presentment, demand, notice, protest, notice of protest and notice of dishonour. The Borrower shall pay all costs arising or incurred by the Lender as a result of a Default, including reasonable legal fees on a solicitor and his own client basis. This Agreement has been written in the English language at the express request of the parties. Le présent document a été rédigé en langue anglaise à la demande expresse des parties.

This Agreement can be assigned by the Lender to any third party without notice to or consent of the Borrower. The Borrower may not assign this Agreement without the Lender's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Province of **BRITISH COLUMBIA**.

The Lender is hereby irrevocably authorized and directed to pay **SEE ATTACHED LETTER OF DIRECTION** the Principal Sum and the Borrower acknowledges and confirms that the Lender making such payment as directed, the Borrower shall become indebted to the Lender for the Principal Sum and interest thereon pursuant to the terms and conditions hereof.

If this document contains personal information then the following applies - I consent to DYNAMIC CAPITAL EQUIPMENT FINANCE INC. collecting, using and disclosing personal information in this document pursuant to the terms of the DYNAMIC CAPITAL EQUIPMENT FINANCE INC. Privacy Policy (a copy of which is available at www.dynamic-capital.ca).

SKEENA SAWMILLS LTD.

PER: X
ROGER HARLEY KERRY



LETTER OF DIRECTION

ATTACHED TO AND FORMING PART OF THE SPECIFIC SECURITY AGREEMENT NO.: **27SSA00644** ("SSA") dated as of the **29** day of **JULY, 2021**, and BETWEEN DYNAMIC CAPITAL EQUIPMENT FINANCE INC. AND **SKEENA SAWMILLS LTD.**

1. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay **ADMINISTRATION FEE** an amount not in excess of **\$4,500.00**
2. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay **CATERPILLAR FINANCIAL SERVICES LIMITED** an amount not in excess of **\$ 37,017.78** Initial: **DK**
3. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay **SECURITY DEPOSIT TO DYNAMIC CAPITAL EQUIPMENT FINANCE INC.** an amount not in excess of **\$24,067.60**
4. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay **SKEENA SAWMILLS LTD.** an amount not in excess of **\$ 382,914.62** Initial: **DK**

Dated this **29** day of **JULY, 2021**.

SKEENA SAWMILLS LTD.

PER: 

ROGER HARLEY KEERY

This is Exhibit "B" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

THIS SPECIFIC SECURITY AGREEMENT NO. 27SSA00644 made as of the 29 day of JULY, 2021.

BY: **SKEENA SAWMILLS LTD.** a corporation incorporated under the laws of **BRITISH COLUMBIA** (hereinafter called the "Debtor") issued in favour of DYNAMIC CAPITAL EQUIPMENT FINANCE INC.

WHEREAS Dynamic Capital Equipment Finance Inc. ("Dynamic Capital") has agreed to extend credit to the Debtor;

AND WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of all its obligations to Dynamic Capital, the security interest and assignment, mortgage and charge granted herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the Debtor agrees with Dynamic Capital as follows:

ARTICLE ONE - INTERPRETATION

1.01 Interpretation

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith,
 - (a) "Agreement" means this agreement and all schedules to this agreement, in each case as they may be amended or supplemented from time to time, and the terms "this Agreement," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section or other portion hereof;
 - (b) "Collateral" has the meaning attributed thereto Section 2.01, and any reference to "Collateral" shall be deemed a reference to "Collateral" or any part thereof;
 - (c) "Obligations" means all obligations of the Debtor to Dynamic Capital including, without limiting the generality of the foregoing, all debts, liabilities, and indebtedness present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to Dynamic Capital or remaining unpaid by the Debtor to Dynamic Capital and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between Dynamic Capital and the Debtor or from other dealings or proceedings by which Dynamic Capital may be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses;
 - (d) the terms "accessions," and "proceeds" whenever used herein shall have the meaning given to those terms in the *Personal Property Security Act* (Ontario), as amended, re-enacted or replaced from time to time;
2. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.
3. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE TWO - GRANT OF SECURITY

2.01 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to Dynamic Capital a continuing and specific security interest in and mortgages, charges and transfers and conveys as and by way of a fixed mortgage and charge, the assets and property (collectively, the "Collateral") set out below, together with all accessions and accretions thereto, all substitutions therefor and all proceeds therefrom: See Attached Equipment Schedule "A"

ARTICLE THREE - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 Representations and Warranties

The Debtor hereby represents and warrants to Dynamic Capital that:

- (a) the Debtor, if a corporation, is a corporation duly incorporated and subsisting under the laws of its jurisdiction of incorporation; the Debtor has the power, corporate or otherwise, to enter into this Agreement; this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of the Debtor; this Agreement constitutes a legal and valid agreement binding upon the Debtor enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to, the articles, by-laws or other constituting documents of the Debtor or any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;
- (b) all financial information provided by the Debtor to Dynamic Capital is true, correct and complete; all financial statements of the Debtor have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to Dynamic Capital; and
- (c) except as otherwise provided herein or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or pari passu with the security interest, assignment, mortgage and charge granted hereby; and
- (d) the Debtor's principal place of business, the location of the office where it keeps its records is that given in section 8.06 in this Agreement

3.02 Covenants

The Debtor covenants with Dynamic Capital that:

- (a) it shall ensure that the representations and warranties set forth in Section 3.01 are true and correct at all times;
- (b) it shall maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;
- (c) it shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of Dynamic Capital;
- (d) it shall defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests;
- (e) it shall not move the Collateral from the location(s) set out in Schedule 1 (being the sole locations of Collateral at the date of this Agreement) without Dynamic Capital's written consent;
- (f) it shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to Dynamic Capital, when required, the receipts and vouchers establishing such payment;

- (g) it shall from time to time forthwith at the request of Dynamic Capital furnish to Dynamic Capital in writing all information requested relating to the Collateral, and Dynamic Capital shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes Dynamic Capital shall have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) it shall from time to time forthwith at the request of Dynamic Capital execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by Dynamic Capital to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment, mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes and appoints Dynamic Capital, or any Receiver appointed by the court or Dynamic Capital, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever Dynamic Capital or any such Receiver may consider it to be necessary or expedient;
- (i) it shall not change its name or, if the Debtor is a corporation, shall not amalgamate with any other corporation without first giving notice to Dynamic Capital of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective;
- (j) it shall pay to Dynamic Capital forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of Dynamic Capital in connection with the preparation, execution, registration or amendment of this Agreement, the perfection or preservation of the security interest, assignment, mortgage and charge granted hereby and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder; and
- (k) it shall not change its principal place of business or the location of the office where it keeps its records or move any other tangible Collateral (other than inventory in transit) from the location specified in section 3.01(d) without the prior written consent of Dynamic Capital.

3.03 The Debtor will keep all Equipment forming a part of the Collateral in good working order and condition, reasonable wear and tear excepted, and Dynamic Capital may, whenever it deems it to be necessary, either in person or by agent, inspect any such Equipment and make such repairs thereto as it deems are necessary, and the cost of such inspection and repairs shall be payable by the Debtor to Dynamic Capital upon demand.

3.04 If the Collateral should at any time hereafter include securities, instruments, chattel paper and negotiable documents of title, the Debtor will, if requested by Dynamic Capital, immediately deliver possession of such securities, instruments, chattel paper and negotiable documents of title to Dynamic Capital and, if requested by Dynamic Capital, will cause such securities included in the Collateral to be registered in Dynamic Capital's name so that Dynamic Capital may appear of record as the sole owner of such securities. Until the occurrence of an Event of Default, the Debtor shall be entitled to receive all distributions paid in respect of any securities included in the Collateral, shall be entitled to exercise all voting rights with respect to such securities and Dynamic Capital will deliver to the Debtor or to a person designated by the Debtor, upon written request and upon receipt of payment of Dynamic Capital's expenses in connection therewith, directions with respect to such distributions and a proxy vote to such securities. The Debtor waives all right to receive any such distribution after the occurrence of an Event of Default. The Debtor agrees that no proxy issued by Dynamic Capital to the Debtor or its order as aforesaid shall be effective from and after the occurrence of an Event of Default, and upon the occurrence of an Event of Default the Debtor shall immediately surrender any such proxy to Dynamic Capital.

ARTICLE FOUR - INSURANCE

4.01 Insurance

The Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in any amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to Dynamic Capital. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name Dynamic Capital as an additional insured and loss payee thereof, as Dynamic Capital's interests may appear, and shall provide that the insurer will give Dynamic Capital at least 10 days written notice of intended cancellation. At Dynamic Capital's request, the Debtor shall furnish Dynamic Capital with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to Dynamic Capital that such insurance coverage is in effect. The Debtor shall give Dynamic Capital notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section, Dynamic Capital shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by Dynamic Capital in performing such obligations shall be immediately due and payable by the Debtor.

ARTICLE FIVE - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent of Dynamic Capital.

ARTICLE SIX - DEFAULT AND REMEDIES

6.01 Events of Default

The Debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor fails to pay to Dynamic Capital all or any part of the Obligations when due;
- (b) the Debtor fails to observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or obligation specifically dealt with elsewhere in this Section 6.01);
- (c) any representation, warranty or statement made by the Debtor herein or in any document or certificate furnished at any time to Dynamic Capital in connection herewith shall prove to be incorrect or misleading when made or furnished;
- (d) the Debtor is in default under any other agreement now existing or hereafter entered into with Dynamic Capital whether Debtor is bound alone or with others;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on or sells or disposes of all or substantially all of its property;

SPECIFIC SECURITY AGREEMENT

- (i) the Debtor shall be an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or commits or threatens to commit any act of bankruptcy;
- (j) if Debtor is a corporation, there is a change in its effective control without Dynamic Capital's prior written consent;
- (k) the Collateral or any part thereof is seized, forfeited or confiscated or otherwise attached by anyone pursuant to any legal process or other means;
- (l) Dynamic Capital believes in good faith that the payment of the Obligations or the performance or observation of any covenant herein is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process or otherwise; or
- (m) Debtor dies or becomes mentally incompetent, if an individual, or is dissolved, amalgamated or is wound up if Debtor is a corporation.

6.02 Remedies

1. Upon the occurrence of any Event of Default and at any time thereafter, Dynamic Capital shall have, in addition to any right or remedy provided by law, the rights and remedies set out below, all of which rights and remedies shall be enforceable successively, concurrently and/or cumulatively and all of which may be exercised by Dynamic Capital directly or through agents or nominees:
- (a) any or all of the Obligations shall at the option of Dynamic Capital become immediately due and payable or be subject to immediate performance, as the case may be, without further demand or notice, both of which are expressly waived, and the obligations, if any, of Dynamic Capital to make further advances to the Debtor shall cease, and any or all security granted hereby shall, at the option of Dynamic Capital, become immediately enforceable;
- (b) Dynamic Capital may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to Dynamic Capital at such place or places as may be specified by Dynamic Capital;
- (c) Dynamic Capital may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;
- (d) Dynamic Capital may sell, lease or otherwise dispose of the Collateral at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as Dynamic Capital may determine and without notice to the Debtor unless required by law;
- (e) Dynamic Capital may retain the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law.
2. The Debtor further agrees with Dynamic Capital that:
- (a) Dynamic Capital shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Collateral or for the purpose of preserving any rights of Dynamic Capital, the Debtor or any other person in respect of the Collateral;
- (b) Dynamic Capital may grant extensions of time, take, abstain from taking and perfecting and give up security, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as Dynamic Capital may see fit without prejudice to the liability of the Debtor to Dynamic Capital or Dynamic Capital's rights hereunder;
- (c) to facilitate the realization of the Collateral, Dynamic Capital may enter upon, occupy and use all or any of the premises owned or occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as Dynamic Capital requires, free of charge, and Dynamic Capital shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (d) it shall pay to Dynamic Capital upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, agent's and accounting fees and expenses) incurred by or on behalf of Dynamic Capital in connection with the preparation, execution, registration or amendment of this Agreement, the perfection or preservation of the security interest, assignment, mortgage and charge granted hereby and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder; and
- (e) Dynamic Capital may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and
- (f) any proceeds of realization of the Collateral may be applied by Dynamic Capital to the payment of reasonable costs, charges and expenses (including, without limiting the generality of the foregoing, legal, agent's and accounting fees and expenses incurred) in connection with the exercise of any of the rights, powers and remedies granted under this Agreement and any balance of such proceeds shall be applied by Dynamic Capital to payment of the obligations in such order as Dynamic Capital may see fit; if there is any surplus remaining, it shall be paid to any person having a claim thereto in priority to the Debtor of whom Dynamic Capital has knowledge and any balance remaining shall be paid to the Debtor; if the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid costs, charges and expenses, the Debtor shall be liable to pay any deficiency to Dynamic Capital forthwith on demand.

ARTICLE SEVEN - COMPANIES' CREDITORS ARRANGEMENT ACT

- 7.01 The Debtor hereby agrees that if it makes an application pursuant to the Companies' Creditors Arrangement Act (Canada) or the Bankruptcy and Insolvency Act (Canada), based upon the unique nature of the Collateral secured hereunder and the remedies available with respect thereto and the lack of community interest among Dynamic Capital and other secured creditors of the Debtor, Dynamic Capital shall be placed in its own class of creditors separate from other creditors of the Debtor.
- 7.02 Dynamic Capital may exercise any remedy available to it pursuant to Section 6 of this Agreement and to the extent that Dynamic Capital is prohibited by court order from exercising those remedies all monies collected by the Debtor in connection with the Collateral or the proceeds thereof shall be held in trust solely for the benefit of Dynamic Capital.

ARTICLE EIGHT - GENERAL

8.01 Benefit of the Agreement

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the successors and assigns of Dynamic Capital. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several and the Obligations shall include those of all or any one of them. No Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations unless and until all of the Obligations have been paid or performed in full.

8.02 Entire Agreement

This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and Dynamic Capital with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between Dynamic Capital and the Debtor except as expressly set forth herein.

8.03 No Waiver

No delay or failure by Dynamic Capital in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

8.04 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

8.05 Further Assurance

The Debtor will from time to time, at the request of Dynamic Capital and at the expense of the Debtor, make, do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters, things and assurances as Dynamic Capital may deem necessary or desirable to perfect and preserve the security granted hereby and give effect to this Agreement. The Debtor hereby irrevocably appoints Dynamic Capital as its attorney in fact to do all such acts and things, with full power substitution, and the Debtor agrees to ratify and confirm all such acts of the said attorney lawfully done. The Debtor shall pay all costs for searches and filings in connection with the registration, perfection and continuation of the security granted hereunder.

8.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail or by electronic means, addressed to the recipient as follows:

- (a) To the Debtor:
- SKEENA SAWMILLS LTD.
SUITE 1518 - 1030 WEST GEORGIA ST.
VANCOUVER BC V6E2Y3
Phone No: 1-604-800-5990
- (b) To Dynamic Capital:
- 208, 1824 GORDON DRIVE
KELOWNA BC, V1Y0E2
Phone No.: 1-888-626-3002
Email: customerservice@dynamic-capital.ca

or such other address, electronic communication number or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours and on the next business day if given after normal business hours on any day. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

8.07 Modification; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of Dynamic Capital under this Agreement may be assigned by Dynamic Capital without the prior consent of the Debtor, free of any set-off, counter-claim or equities between the Debtor and Dynamic Capital, and the Debtor shall not assert against any assignee of Dynamic Capital any claim or defense that the Debtor has against Dynamic Capital. The Debtor may not assign its obligations under this Agreement.

8.08 Additional Continuing Security

This Agreement and the security interest, assignment, mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by Dynamic Capital and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by Dynamic Capital.

8.09 Discharge

The Debtor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by Dynamic Capital.

8.10 Governing Law

This Agreement shall, for the purpose of determining the validity and enforceability of Dynamic Capital's security interest in the Collateral and its remedies upon a default, be governed by and construed in accordance with the laws of the jurisdiction where (i) the Debtor is located as of the date of this Agreement if the Collateral is inventory leased or held for lease to others or Collateral that is an intangible or Collateral that is normally used in more than one jurisdiction, and (ii) in all other cases the laws of the jurisdiction where the Collateral is located. For all other purposes, this Agreement shall be governed by and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

8.11 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

8.12 The collection, use and disclosure of the personal information in this document is governed by the Dynamic Capital Privacy Policy.

SKEENA SAWMILLS LTD.

PER: 
ROGER HARLEY KEERY

ATTACHED TO AND FORMING PART OF SPECIFIC SECURITY AGREEMENT NO.: **27SSA00644** ("SSA") dated as of the **29** day of **JULY**, 2021, and

BETWEEN DYNAMIC CAPITAL EQUIPMENT FINANCE INC. AND SKEENA SAWMILLS LTD.

[illegible]

By initialing here, you hereby irrevocably acknowledge and agree that the collateral description is subject to change upon Dynamic Capital Equipment Finance Inc., receiving satisfactory evidence of proof of title, final vendor invoice, or by other means of verification and you waive your rights regarding such change(s) in the collateral description with the irrevocable grant of this power of attorney in favour of Dynamic Capital Equipment Finance Inc.

Initial
RL

SKEENA SAWMILLS LTD.

PER: 
ROGER HARLEY KEERY



**SPECIFIC SECURITY
AGREEMENT**

CERTIFICATE OF CORPORATE SECRETARY

The undersigned, **PRESIDENT** of **SKEENA SAWMILLS LTD.** (the "Corporation") hereby certifies to **DYNAMIC CAPITAL EQUIPMENT FINANCE INC.**, its successors and assigns, that the foregoing Agreement, including the creation of any Obligations (as defined therein), was approved and executed by **ROGER HARLEY KEERY** acting on behalf of the Corporation, was authorized by resolution of the board of directors of the Corporation duly adopted at a valid meeting of the board of directors of the Corporation, which resolution has not been amended or revoked and remains in full force and effect. I further certify that the signatures appearing above are in fact the signatures of the persons so authorized. Dated this 29 day of JULY, 2021.

Per: X 
PRESIDENT

This is Exhibit "C" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, appearing to read 'AARON DOW', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5



PLEDGE OF CASH COLLATERAL

JULY 29, 2021

The undersigned **SKEENA SAWMILLS LTD.** hereby pledges to the Dynamic Capital Equipment Finance Inc. (herein called the "**Secured Party**"), all moneys heretofore and hereafter received, taken or withdrawn at any time and from time to time by the Secured Party from any moneys of the undersigned, who hereby authorizes and instructs to the Secured Party to all intents and purposes to receive, take and withdraw at any time and from time to time sufficient moneys in order that the Secured Party may have and hold and continue to have and hold as an effective pledge at all times moneys of the undersigned in an account designated "Cash Collateral Account to secure advances to \$24,067.60 which account may be an account of the Secured Party in which the undersigned has deposited monies, from to time, and the undersigned hereby pledges to the Secured Party all the moneys so received, taken or withdrawn at any time and from time to time and the delivery by the undersigned as pledgor and acceptance by the Secured Party as pledgee of any and all moneys received, taken or withdrawn as aforesaid are and will be effectively established by the delivery to or receipt, taking or withdraw by the Secured Party of such moneys.

The whole as a general and continuing collateral security for payment of all and every present and future indebtedness or liability direct or indirect, absolute or contingent, matured or not, of **SKEENA SAWMILLS LTD.** to the Secured Party, and any ultimate unpaid balances thereof and interest, and such money or any part of it may, without notice to the undersigned, as and when the Secured Party thinks fit, be appropriated on account of such parts of the indebtedness and liability as to the Secured Party seems best and such appropriations may be changed and varied from time to time.

And the undersigned further consents and agrees that the Secured Party shall not be required to surrender any of the collateral hereby pledged (all of which will remain effectively pledged), unless and until the whole indebtedness be paid and discharged.

The undersigned acknowledges receipt of an executed copy of this pledge of cash collateral and waives any right it may have to receive a financing statement, a financing change statement or verification statement relating to it.

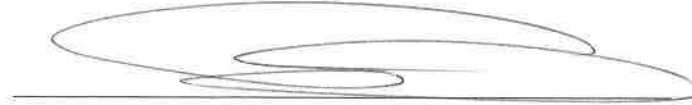
SKEENA SAWMILLS LTD.

PER: 

ROGER HARLEY KEERY

This is Exhibit "D" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

LOAN AGREEMENT

AMOUNT: \$ 497,518.00

DATED the 17 day of AUGUST, 2021

FOR VALUE RECEIVED, the undersigned (the "Borrower"), jointly and severally (if more than one), hereby promises to pay to or to the order of DYNAMIC CAPITAL EQUIPMENT FINANCE INC. (the "Lender"), at #208, 1824 Gordon Drive, Kelowna, BC V1Y 0E2 (or to such other person or at such other place as the Lender may in writing direct), the principal sum of FOUR HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN AND 00/100 DOLLARS (the "Principal Sum") together with interest.

at a fixed rate of **12.95%** per annum (the "**Fixed Rate**"), compounded monthly and accruing in arrears, in **48** consecutive blended monthly installments of principal and interest as set out in the schedule below with each such installment being payable on the **1ST** day of each month during the term of this Agreement.

[illegible]

All payments hereunder shall be made payable to the Lender, unless otherwise directed in writing by the Lender. Agreement cannot be prepaid except with the written consent of the Lender and on terms and conditions that the Lender stipulates. Any overdue payment of principal or interest shall bear interest before and after default, demand and judgment at a rate of interest per month equal to 2.0% (24% per annum) from the due date, calculated and compounded monthly in arrears. Borrower will pay Lender \$100.00 per occurrence for any payments returned for insufficient funds.

As security for the Borrower's obligations under this Agreement, the Borrower has executed and delivered to the Lender (Initial and check one or more):

Initial

DK

☒ Specific Security Agreement No. **27SSA00653** dated the 17 day of **AUGUST**, 2021
☐ General Security Agreement dated the ___ day of ___, 20__
 (Individually and collectively referred to herein as the "Security Agreement")

The terms and conditions of the Security Agreement are incorporated by reference into this Agreement and the parties agree that this Agreement, together with the Security Agreement, shall together constitute a single agreement between the Borrower and the Lender.

If the Borrower fails to pay any amount when due under the terms of this Agreement or any other event of default occurs under the Security Agreement (a "Default"), the Lender may, in addition to the remedies under the Security Agreement, declare all amounts then due under this Agreement and all unpaid and future payments under this Agreement to be immediately due and payable, without any additional notice or demand of any kind, and in such event the Borrower shall forthwith pay to the Lender all such amounts then due under this Agreement and, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the present value of all unpaid and future payments discounted from their respective due dates at a discount rate equal to six percent (6%) per annum.

Payments received by the Lender shall be applied first in payment of unpaid accrued interest and the balance, if any, to the reduction of the Principal Sum. The Borrower waives diligence, presentment, demand, notice, protest, notice of protest and notice of dishonour. The Borrower shall pay all costs arising or incurred by the Lender as a result of a Default, including reasonable legal fees on a solicitor and his own client basis. This Agreement has been written in the English language at the express request of the parties. Le présent document a été rédigé en langue anglaise à la demande expresse des parties.

This Agreement can be assigned by the Lender to any third party without notice to or consent of the Borrower. The Borrower may not assign this Agreement without the Lender's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

The Lender is hereby irrevocably authorized and directed to pay SEE ATTACHED LETTER OF DIRECTION the Principal Sum and the Borrower acknowledges and confirms that the Lender making such payment as directed, the Borrower shall become indebted to the Lender for the Principal Sum and interest thereon pursuant to the terms and conditions hereof.

If this document contains personal information then the following applies - I consent to DYNAMIC CAPITAL EQUIPMENT FINANCE INC. collecting, using and disclosing personal information in this document pursuant to the terms of the DYNAMIC CAPITAL EQUIPMENT FINANCE INC. Privacy Policy (a copy of which is available at www.dynamic-capital.ca).

SKEENA SAWMILLS LTD.

PER: X 12
ROGER HARLEY KEERY



LETTER OF DIRECTION

ATTACHED TO AND FORMING PART OF THE SPECIFIC SECURITY AGREEMENT NO.: 27SSA00653 ("SSA") dated as of the 17 day of AUGUST, 2021, and BETWEEN DYNAMIC CAPITAL EQUIPMENT FINANCE INC. AND SKEENA SAWMILLS LTD.

1. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay ADMINISTRATION FEE an amount not in excess of \$4,500.00
2. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay DYNAMIC CAPITAL EQUIPMENT FINANCE INC. an amount not in excess of \$26,811.58 (For Security Deposit)
3. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay STERLING APPRAISALS LTD. an amount not in excess of \$4,200.00 (\$4,000.00 PLUS \$200.00 GST)
4. We authorize and request DYNAMIC CAPITAL EQUIPMENT FINANCE INC. to pay SKEENA SAWMILLS LTD. an amount not in excess of \$462,006.42

Dated this 17 day of AUGUST, 2021.

SKEENA SAWMILLS LTD.

PER: 

ROGER HARLEY KEERY

This is Exhibit "E" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024



A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5



THIS SPECIFIC SECURITY AGREEMENT NO. 27SSA00653 made as of the 17 day of AUGUST, 2021.

BY: SKEENA SAWMILLS LTD. a corporation incorporated under the laws of BRITISH COLUMBIA (hereinafter called the "Debtor") issued in favour of DYNAMIC CAPITAL EQUIPMENT FINANCE INC.

WHEREAS Dynamic Capital Equipment Finance Inc. ("Dynamic Capital") has agreed to extend credit to the Debtor;

AND WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of all its obligations to Dynamic Capital, the security interest and assignment, mortgage and charge granted herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the Debtor agrees with Dynamic Capital as follows:

ARTICLE ONE - INTERPRETATION

1.01 Interpretation

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith,
 - (a) "Agreement" means this agreement and all schedules to this agreement, in each case as they may be amended or supplemented from time to time, and the terms "this Agreement," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section or other part hereof;
 - (b) "Collateral" has the meaning attributed thereto Section 2.01, and any reference to "Collateral" shall be deemed a reference to "Collateral" or any part thereof;
 - (c) "Obligations" means all obligations of the Debtor to Dynamic Capital including, without limiting the generality of the foregoing, all debts, liabilities, and indebtedness present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to Dynamic Capital or remaining unpaid by the Debtor to Dynamic Capital and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between Dynamic Capital and the Debtor or from other dealings or proceedings by which Dynamic Capital may be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses;
 - (d) the terms "accessions," and "proceeds" whenever used herein shall have the meaning given to those terms in the Personal Property Security Act (Ontario), as amended, re-enacted or replaced from time to time.
2. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.
3. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE TWO - GRANT OF SECURITY

2.01 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to Dynamic Capital a continuing and specific security interest in and mortgages, charges and transfers and conveys as and by way of a fixed mortgage and charge, the assets and property (collectively, the "Collateral") set out below, together with all accessories and accretions thereto, all substitutions therefor and all proceeds therefrom. See Attached Equipment Schedule "A".

ARTICLE THREE - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 Representations and Warranties

The Debtor hereby represents and warrants to Dynamic Capital that:

- (a) the Debtor, if a corporation, is a corporation duly incorporated and subsisting under the laws of its jurisdiction of incorporation; the Debtor has the power, corporate or otherwise, to enter into this Agreement; this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of the Debtor; this Agreement constitutes a legal and valid agreement binding upon the Debtor enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to, the articles, by-laws or other constituting documents of the Debtor or any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;
- (b) all financial information provided by the Debtor to Dynamic Capital is true, correct and complete; all financial statements of the Debtor have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to Dynamic Capital; and
- (c) except as otherwise provided herein or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or pari passu with the security interest, assignment, mortgage and charge granted hereby; and
- (d) the Debtor's principal place of business, the location of the office where it keeps its records is that given in section 8.06 in this Agreement.

3.02 Covenants

The Debtor covenants with Dynamic Capital that:

- (a) it shall ensure that the representations and warranties set forth in Section 3.01 are true and correct at all times;
- (b) it shall maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;
- (c) it shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of Dynamic Capital;
- (d) it shall defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests;
- (e) it shall not move the Collateral from the location(s) set out in Schedule 1 (being the sole locations of Collateral at the date of this Agreement) without Dynamic Capital's written consent;
- (f) it shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to Dynamic Capital, when required, the receipts and vouchers establishing such payment;

- (g) it shall from time to time forthwith at the request of Dynamic Capital furnish to Dynamic Capital in writing all information requested relating to the Collateral, and Dynamic Capital shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes Dynamic Capital shall have access to all premises occupied by the Debtor or where the Collateral may be found;
- (h) it shall from time to time forthwith at the request of Dynamic Capital execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by Dynamic Capital to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment, mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes, true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever Dynamic Capital or any such Receiver may consider it to be necessary or expedient;
- (i) it shall not change its name or, if the Debtor is a corporation, shall not amalgamate with any other corporation without first giving notice to Dynamic Capital of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective;
- (j) it shall pay to Dynamic Capital forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of Dynamic Capital in connection with the preparation, execution, registration or amendment of this Agreement, the perfection or preservation of the security interest, assignment, mortgage and charge granted hereby and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, enforcing by legal process or otherwise the remedies provided herein, and all such costs and expenses shall be added to and form part of the Obligations secured hereunder; and
- (k) it shall not change its principal place of business or the location of the office where it keeps its records or move any other tangible Collateral (other than inventory in transit) from the location specified in section 8.06(d) without the prior written consent of Dynamic Capital.

3.03 The Debtor will keep all Equipment forming a part of the Collateral in good working order and condition, reasonable wear and tear excepted, and Dynamic Capital may, whenever it deems it to be necessary, either in person or by agent, inspect any such Equipment and make such repairs thereto as it deems are necessary, and the cost of such inspection and repairs shall be payable by the Debtor to Dynamic Capital upon demand.

3.04 If the Collateral should at any time hereafter include securities, instruments, chattel paper and negotiable documents of title, the Debtor will, if requested by Dynamic Capital, immediately deliver possession of such securities, instruments, chattel paper and negotiable documents of title to Dynamic Capital and, if requested by Dynamic Capital, will cause such securities included in the Collateral to be registered in Dynamic Capital's name so that Dynamic Capital may appear of record as the sole owner of such securities. Until the occurrence of an Event of Default, the Debtor shall be entitled to receive all distributions paid in respect of any securities included in the Collateral, shall be entitled to exercise all voting rights with respect to such securities and Dynamic Capital will deliver to the Debtor or to a person designated by the Debtor, upon written request and upon receipt of payment of Dynamic Capital's expenses in connection therewith, dividends with respect to such distributions and a proxy vote to such securities. The Debtor waives all right to receive any such distribution after the occurrence of an Event of Default. The Debtor agrees that no proxy issued by Dynamic Capital to the Debtor or its order as aforesaid shall be effective from and after the occurrence of an Event of Default, and upon the occurrence of an Event of Default the Debtor shall immediately surrender any such proxy to Dynamic Capital.

ARTICLE FOUR - INSURANCE

4.01 Insurance

The Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in any amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to Dynamic Capital. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name Dynamic Capital as an additional insured and loss payee thereof, as Dynamic Capital's interests may appear, and shall provide that the insurer will give Dynamic Capital at least 10 days written notice of intended cancellation. At Dynamic Capital's request, the Debtor shall furnish Dynamic Capital with a copy of every policy of insurance and certificate of insurance or other evidence satisfactory to Dynamic Capital that such insurance coverage is in effect. The Debtor shall give Dynamic Capital notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section, Dynamic Capital shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by Dynamic Capital in performing such obligations shall be immediately due and payable by the Debtor.

ARTICLE FIVE - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent of Dynamic Capital.

ARTICLE SIX - DEFAULT AND REMEDIES

6.01 Events of Default

The Debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor fails to pay to Dynamic Capital all or any part of the Obligations when due;
- (b) the Debtor fails to observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or obligation specifically dealt with elsewhere in this Section 6.01);
- (c) any representation, warranty or statement made by the Debtor herein or in any document or certificate furnished at any time to Dynamic Capital in connection herewith shall prove to be incorrect or misleading when made or furnished;
- (d) the Debtor is in default under any other agreement now existing or hereafter entered into with Dynamic Capital whether Debtor is bound alone or with others;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on or sells or disposes of all or substantially all of its property;



- (f) the Debtor shall be an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or commits or threatens to commit any act of bankruptcy;
- (g) if Debtor is a corporation, there is a change in its effective control without Dynamic Capital's prior written consent;
- (h) the Collateral or any part thereof is seized forfeited or confiscated or otherwise attached by anyone pursuant to any legal process or other means;
- (i) Dynamic Capital believes in good faith that the payment of the Obligations or the performance of any covenant, herein is impaired or that the Collateral is in danger of being lost, observation of any covenant, herein is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process or otherwise; or
- (j) Debtor dies or becomes mentally incompetent, if an individual, or is dissolved, amalgamated or is wound up if Debtor is a corporation.

6.02 Remedies

1. Upon the occurrence of any Event of Default and at any time thereafter, Dynamic Capital shall have, in addition to any right or remedy provided by law, the rights and remedies set out below, all of which rights and remedies shall be enforceable successively, concurrently and/or cumulatively and all of which may be exercised by Dynamic Capital directly or through agents or nominees:
- (a) any or all of the Obligations shall at the option of Dynamic Capital become immediately due and payable or be subject to immediate performance, as the case may be, without further demand or notice, both of which are expressly waived, and the obligations, if any, of Dynamic Capital to make further advances to the Debtor shall cease, and any or all security granted hereby shall, at the option of Dynamic Capital, become immediately enforceable;
- (b) Dynamic Capital may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to Dynamic Capital at such place or places as may be specified by Dynamic Capital;
- (c) Dynamic Capital may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;
- (d) Dynamic Capital may sell, lease or otherwise dispose of the Collateral at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as Dynamic Capital may determine and without notice to the Debtor unless required by law;
- (e) Dynamic Capital may retain the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law.
2. The Debtor further agrees with Dynamic Capital that:
- (a) Dynamic Capital shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Collateral or for the purpose of preserving any rights of Dynamic Capital, the Debtor or any other person in respect of the Collateral;
- (b) Dynamic Capital may grant extensions of time, take, abstain from taking and perfecting and give up security, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and others with Collateral and other security as Dynamic Capital may see fit without prejudice to the liability of the Debtor to Dynamic Capital or Dynamic Capital's rights hereunder;
- (c) to facilitate the realization of the Collateral, Dynamic Capital may enter upon, occupy and use all or any of the premises owned or occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as Dynamic Capital requires; free of charge, and Dynamic Capital shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (d) it shall pay to Dynamic Capital upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, agent's and accounting fees and expenses) incurred by or on behalf of Dynamic Capital in connection with the preparation, execution, registration or amendment of this Agreement, the perfection or preservation of the security interest, assignment, mortgage and charge granted hereby and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder; and
- (e) Dynamic Capital may discharge any claim, lien, mortgage, charge security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and
- (f) any proceeds of realization of the Collateral may be applied by Dynamic Capital to the payment of reasonable costs, charges and expenses (including, without limiting the generality of the foregoing, legal, agent's and accounting fees and expenses incurred) in connection with the exercise of any of the rights, powers and remedies granted under this Agreement and, any balance of such proceeds shall be paid to the Debtor of whom Dynamic Capital has knowledge and any balance remaining shall be paid to the Debtor, if the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid costs, charges and expenses the Debtor shall be liable to pay any deficiency to Dynamic Capital forthwith on demand.

ARTICLE SEVEN - COMPANIES' CREDITORS ARRANGEMENT ACT

- 7.01 The Debtor hereby agrees that if it makes an application pursuant to the Companies' Creditors Arrangement Act (Canada) or the Bankruptcy and Insolvency Act (Canada), based upon the unique nature of the Collateral secured hereunder and the remedies available with respect thereto and the lack of community interest among Dynamic Capital and other secured creditors of the Debtor, Dynamic Capital shall be placed in its own class of creditors separate from other creditors of the Debtor.
- 7.02 Dynamic Capital may exercise any remedy available to it pursuant to Sect 6 of this Agreement and to the extent that Dynamic Capital is prohibited by court order from exercising those remedies all monies collected by the Debtor in connection with the Collateral or the proceeds thereof shall be held in trust solely for the benefit of Dynamic Capital.

ARTICLE EIGHT - GENERAL

8.01 Benefit of the Agreement

This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the successors and assigns of Dynamic Capital. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several and the Obligations shall include those of all or any one of them. No Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations unless and until all of the Obligations have been paid or performed in full.

SKEENA SAWMILLS LTD.

PER:
ROGER HARLEY KEERY

8.02 Entire Agreement

This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and Dynamic Capital with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between Dynamic Capital and the Debtor except as expressly set forth herein.

8.03 No Waiver

No delay or failure by Dynamic Capital in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

8.04 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

8.05 Further Assurance

The Debtor will from time to time, at the request of Dynamic Capital and at the expense of the Debtor, make, do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters, things and assurances as Dynamic Capital may deem necessary or desirable to perfect and preserve the security granted hereby and give effect to this Agreement. The Debtor hereby irrevocably appoints Dynamic Capital as its attorney in fact to do all such acts and things, with full power substitution, and the Debtor agrees to ratify and confirm all such acts of the said attorney lawfully done. The Debtor shall pay all costs for searches and filings in connection with the registration, perfection and continuation of the security granted hereunder.

8.06 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail or by electronic means, addressed to the recipient as follows:

(a) To the Debtor,

SKEENA SAWMILLS LTD.
SUITE 1518 - 1030 WEST GEORGIA ST.
VANCOUVER BC V6E2Y3
Phone No: 1-604-800-5990

(b) To Dynamic Capital

208, 1824 GORDON DRIVE
KELOWNA BC, V1Y0E2
Phone No: 1-888-626-3002
Email: customerservice@dynamic-capital.ca

or such other address, electronic communication number or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours and on the next business day if given after normal business hours on any day. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

8.07 Modification; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of Dynamic Capital under this Agreement may be assigned by Dynamic Capital without the prior consent of the Debtor, free of any set-off, counter-claim or equities between the Debtor and Dynamic Capital, and the Debtor shall not assert against any assignee of Dynamic Capital any claim or defense that the Debtor has against Dynamic Capital. The Debtor may not assign its obligations under this Agreement.

8.08 Additional Continuing Security

This Agreement and the security interest, assignment, mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by Dynamic Capital and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by Dynamic Capital.

8.09 Discharge

The Debtor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by Dynamic Capital.

8.10 Governing Law

This Agreement shall, for the purpose of determining the validity and enforceability of Dynamic Capital's security interest in the Collateral and its remedies upon a default, be governed by and construed in accordance with the laws of the jurisdiction where (i) the Debtor is located as of the date of this Agreement if the Collateral is inventory leased or held for lease to others or Collateral that is an intangible or Collateral that is normally used in more than one jurisdiction, and (ii) in all other cases, the laws of the jurisdiction where the Collateral is located. For all other purposes, this Agreement shall be governed by and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

8.11 Executed Copy

The Debtor acknowledges receipt of a fully executed copy of this Agreement.

8.12 The collection, use and disclosure of the personal information in this document is governed by the Dynamic Capital Privacy Policy.



ATTACHED TO AND FORMING PART OF SPECIFIC SECURITY AGREEMENT NO.: **27SSA00653**

("SSA") dated as of the 17 day of **AUGUST, 2021**, and

BETWEEN **DYNAMIC CAPITAL EQUIPMENT FINANCE INC. AND SKEENA SAWMILLS LTD.**

**1999 OPTIMIL CANTER LINE C/W DOUBLE LENGTH INFEED, S/N 63286
LOG TURNER, 4 SIDED CANTER, SPLINE REMOVER,
HORIZONTAL QUAD ARBOR EDGER, VERTICAL DOUBLE
ARBOR EDGER, HYDRAULIC POWER UNITS**

By initialing here, you hereby irrevocably acknowledge and agree that the collateral description is subject to change upon Dynamic Capital Equipment Finance Inc., receiving satisfactory evidence of proof of title, final vendor invoice, or by other means of verification and you waive your rights regarding such change(s) in the collateral description with the irrevocable grant of this power of attorney in favour of Dynamic Capital Equipment Finance Inc.

Initial

DC

SKEENA SAWMILLS LTD.

PER: X

ROGER HARLEY KEERY



CERTIFICATE OF CORPORATE SECRETARY

The undersigned, PRESIDENT of SKEENA SAWMILLS LTD. (the "Corporation") hereby certifies to DYNAMIC CAPITAL EQUIPMENT FINANCE INC., its successors and assigns, that the foregoing Agreement, including the creation of any Obligations (as defined therein), was approved and executed by ROGER HARLEY KEERY acting on behalf of the Corporation, was authorized by resolution of the board of directors of the Corporation duly adopted at a valid meeting of the board of directors of the Corporation, which resolution has not been amended or revoked and remains in full force and effect. I further certify that the signatures appearing above are in fact the signatures of the persons so authorized. Dated this 17 day of AUGUST, 2021.

Per:  PRESIDENT

This is Exhibit "F" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, appearing to read 'AARON DOW', is written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5



AUGUST 17, 2021

PLEDGE OF CASH COLLATERAL

The undersigned **SKEENA SAWMILLS LTD.** hereby pledges to the Dynamic Capital Equipment Finance Inc. (herein called the "**Secured Party**"), all moneys heretofore and hereafter received, taken or withdrawn at any time and from time to time by the Secured Party from any moneys of the undersigned, who hereby authorizes and instructs to the Secured Party to all intents and purposes to receive, take and withdraw at any time and from time to time sufficient moneys in order that the Secured Party may have and hold and continue to have and hold as an effective pledge at all times moneys of the undersigned in an account designated "Cash Collateral Account to secure advances to \$26,811.58 which account may be an account of the Secured Party in which the undersigned has deposited monies, from to time, and the undersigned hereby pledges to the Secured Party all the moneys so received, taken or withdrawn at any time and from time to time and the delivery by the undersigned as pledgor and acceptance by the Secured Party as pledgee of any and all moneys received, taken or withdrawn as aforesaid are and will be effectively established by the delivery to or receipt, taking or withdraw by the Secured Party of such moneys.

The whole as a general and continuing collateral security for payment of all and every present and future indebtedness or liability direct or indirect, absolute or contingent, matured or not, of **SKEENA SAWMILLS LTD.** to the Secured Party, and any ultimate unpaid balances thereof and interest, and such money or any part of it may, without notice to the undersigned, as and when the Secured Party thinks fit, be appropriated on account of such parts of the indebtedness and liability as to the Secured Party seems best and such appropriations may be changed and varied from time to time.

And the undersigned further consents and agrees that the Secured Party shall not be required to surrender any of the collateral hereby pledged (all of which will remain effectively pledged), unless and until the whole indebtedness be paid and discharged.

The undersigned acknowledges receipt of an executed copy of this pledge of cash collateral and waives any right it may have to receive a financing statement, a financing change statement or verification statement relating to it.

SKEENA SAWMILLS LTD.

PER: 

ROGER HARLEY KEERY

This is Exhibit "G" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 16 day
of January, 2024



A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

CROSS DEFAULT AND CROSS COLLATERAL SECURITY AGREEMENT

For valuable consideration, the undersigned Debtor hereby grants, assigns, transfers, sets over, mortgages and charges, as and by way of a fixed and specific mortgage and charge, to Dynamic Capital Equipment Finance Inc. (hereinafter called "*Secured Party*") a security interest, hypothec, mortgage and lien ("*Security Interest*") in all of the Collateral (as defined in paragraph 3 hereof), and in the proceeds of such Collateral. The Security Interest created by this Agreement attaches immediately upon execution hereof or as soon as Debtor acquires rights to the Collateral and secures payment and performance of all obligations of the Debtor, including but not limited to payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party under any and all Conditional Sales Contract, Master Lease Agreements, security agreements, promissory note, leases or any other agreements, or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of the Debtor and wheresoever incurred, and whether incurred by the either of the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "*Obligations*"). The Security Interest created by this Agreement is in addition to and not in lieu of any other Security Interest which have been or which may hereafter be granted by Debtor to Secured Party.

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the applicable Personal Property Security Act of Alberta, including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

1. DEBTOR

- a. Name: **SKEENA SAWMILLS LTD.**
- b. Chief Executive Office: **5330 16 HWY TERRACE BC V8G0C6**
- c. Mailing Address: **SUITE 1518 - 1030 WEST GEORGIA ST. VANCOUVER BC V6E2Y3**

2. SECURED PARTY

Dynamic Capital Equipment Finance Inc.
208, 1824 GORDON DRIVE
KELOWNA BC, V1Y0E2

3. COLLATERAL DESCRIPTION

As per attached Collateral Description Schedule "A" as amended, modified, restated or replaced from time to time (collectively, the "*Collateral*").

The above noted Collateral is warranted to be free from security interest, liens and other encumbrances.

4. CROSS DEFAULT AND COLLATERALIZATION

The Debtor hereby covenants and agrees that a default under any one of the agreements that it has entered into, or will enter into, with the Secured Party shall constitute default under and pursuant to each and all other agreements it has or will enter into with the Secured Party, and the Secured Party shall be entitled to exercise all of its rights and remedies under each and any agreements entered into between the Debtor and the Secured Party. Further, and for clarity, the Debtor hereby acknowledges and agrees that the security interest granted in the Collateral secures the performance and satisfaction of all Obligations of the Debtor under all of the agreements entered into, or that will be entered into, with the Secured Party, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests and covenants therein contained or thereby constituted in connection with such other agreements, and that the Collateral may be realized upon by the Secured Party to satisfy each and any of the Obligations contained in each and all agreements entered into between the Debtor and Secured Party.





CROSS DEFAULT AND CROSS COLLATERAL SECURITY AGREEMENT

5. COVENANTS OF DEBTOR

Debtor covenants and agrees that:

- a. **Payment** - Debtor will pay all of Debtor's present and future indebtedness to Secured Party when due under any and all agreements entered into with the Secured Creditor, and the Debtor will repay immediately and without demand, all expenses (including, but not limited to, legal fees as rendered on a solicitor and his own client basis, repossession expenses and court costs) incurred by Secured Party under this Agreement and any and all other agreements entered into with the Secured Party.
- b. **Taxes, Encumbrances** - Debtor will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral.
- c. **Insurance, Risk of Loss** - Debtor will at all times keep the Collateral fully insured at Debtor's expense in favour of and to the satisfaction of Secured Party against loss by fire, theft, physical damage which insurance, as to Secured Party's interest only, shall not be invalidated by any act or neglect of Debtor. Debtor will provide Secured Party with certificates evidencing such insurance which shall require at least ten days prior written notice of cancellation to Secured Party.
- d. **Disposition of Collateral** - Debtor will not sell, lease, rent, mortgage, encumber or otherwise dispose of Collateral without Secured Party's prior written consent.
- e. **Maintenance** - Debtor will keep Collateral in good condition and will make any necessary repairs; will assure that all safety devices are at all times installed on Collateral; will keep the Collateral free from security interests, liens and other encumbrances; will permit Secured Party to inspect Collateral at all reasonable times; will upon request, inform Secured Party of the location of Collateral; will use Collateral solely in the conduct of Debtor's business and will permit Collateral to be operated only by competent operators.
- f. **Notification** - In the event that the Collateral is removed from the initial province in which it is provided to the Debtor, the Debtor shall immediately notify the Secured Party as to the location of the Collateral.

6. DEFAULT

The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- a. if the Debtor does not pay when due any of the Obligations, or otherwise fails to perform any of the Obligations as required under any agreement with the Secured Party;
- b. if the Debtor does not perform any provisions of this Agreement or of any other agreement to which the Debtor and Secured Parties are parties; and
- c. if the Secured Party in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

7. **REMEDIES** - In an event of default under this Agreement, the Secured Party may, without notice or demand, accelerate and declare all amounts due or to become due hereunder and/or any other agreement heretofor or hereafter entered into between the Debtor and the Secured Party to be payable immediately, and Secured Party may exercise and shall have any and all rights and remedies accorded under the applicable under this Agreement, any other agreement entered into between the Debtor and Secured Party, the *Personal Property Security Act* or any other applicable laws, and the Secured Party may without limitation take possession of the Collateral, enter upon any premises of the Debtor, otherwise enforce this Agreement and enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law, and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same. In addition, Secured

**CROSS DEFAULT AND CROSS COLLATERAL
SECURITY AGREEMENT**

- Party may require Debtor to assemble Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Debtor shall pay Secured Party on demand all expenses and costs, including legal fees (as rendered on a solicitor and own client full indemnity basis), incurred by Secured Party in protecting or enforcing any of its rights hereunder.
8. **PAYMENT BY SECURED PARTY** - If Debtor fails to secure insurance, pay taxes, keep Collateral free of security interests, liens or other encumbrances or repair or maintain Collateral in good condition, Secured Party may, but is not obliged to, purchase insurance, pay taxes, discharge liens or repair or maintain Collateral. Debtor will reimburse Secured Party, on demand, for any payment made or expense incurred by Secured Party pursuant to the foregoing authorization and any such amounts shall be added to the indebtedness owing by the Debtor to the Secured Party.
9. **WAIVER** - Secured Party's acceptance of delinquent payments or default of Obligations, or failure of Secured Party to exercise any rights shall not be a waiver of any Obligation of Debtor, including, but not limited to the obligation of Debtor to pay interest on delinquent payments, nor constitute a waiver of a similar default subsequently occurring.
10. **RELEASE OF SECURITY INTEREST** - Debtor hereby acknowledges that the Collateral is subject to cross-collateralization hereunder for the performance of all Obligations of the Debtor, and the full payment or performance of any individual Obligation of the Debtor under any specific agreement with the Secured Party shall not automatically release the Secured Party's interest in such Collateral, unless the Secured Party chooses to release such interest in its sole and unfettered discretion. The Secured Party's interest in all of the Collateral shall continue in full force and effect until all of the Debtor's Obligations to the Secured Party under all agreements are satisfied in full.
11. **GOVERNING LAW** - The Agreement shall be construed in accordance with the laws of the province where the Collateral is located. Any provisions of this Agreement prohibited by law shall be ineffective to the extent to such prohibition without invalidating the remaining provisions hereof.
12. **COPY OF AGREEMENT** - Debtor hereby acknowledges receipt of a copy of this agreement and waives all right to receive a copy of any financing statement, financing change statement or verification statement files at any time in respect of the Security or Collateral.
13. **MISCELLANEOUS** - Debtor, to the greatest extent permitted by law, hereby waives all rights available to it under the Limitation of Civil Rights Act of Saskatchewan. The parties hereto have requested that this Agreement be drawn up in the English language. Les parties aux presentes ont demande que ce contrat soit redige en anglais.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the 17 day of AUGUST, 2021.

DYNAMIC CAPITAL EQUIPMENT FINANCE INC.
Secured Party

By: Shauna Duncan
Title: Compliance and Funding Manager

SKEENA SAWMILLS LTD.

PER: X [Signature]
ROGER HARLEY KEERY

**CROSS DEFAULT AND CROSS COLLATERAL
SECURITY AGREEMENT**

SCHEDULE "A"

1999 OPTIMIL S/N 63286 CANTER LINE C/W DOUBLE LENGTH INFEED, LOG TURNER, 4 SIDED CANTER, SPLINE
REMOVER, HORIZONTAL QUAD ARBOR EDGER, VERTICAL DOUBLE ARBOR EDGER, HYDRAULIC POWER UNITS

2018 RAM 2500 S/N 3C6TR5CT4JG273565 TRADESMAN 4X4 CREWCAB PICKUP TRUCK

2018 RAM 2500 S/N 3C6TR5CT6JG273566 TRADESMAN 4X4 CREWCAB PICKUP TRUCK

2013 CATERPILLAR 980K S/N CAT0980KCW7K01406 LOG LOADER C/W WBMM33 LOG GRAPPLE S/N 1W45785-1

2012 CATERPILLAR 980K S/N CAT0980KCW7K01351 LOG LOADER C/W CWS LOG GRAPPLE

2011 CATERPILLAR 950H S/N CAT0950HTJAD01002 FORKLIFT

2004 CATERPILLAR 924G S/N CAT0924GCRTA00221 FORKLIFT C/W MAST S/N M2S15W160LV02-HD

2012 TAYLOR TX330M S/N S-GE-37856 FORKLIFT

2013 HYUNDAI H160D-7E S/N HHKHFT08HD0000955 FORKLIFT

2012 HYUNDAI 110D-7E S/N HHKHFT05KC0000188 FORKLIFT

2010 DOOSAN D90S-5 S/N PA-00818 FORKLIFT

2013 CHEVROLET 2500HD S/N 1GT02ZCGXDZ140209 4X4 REGCAB PICKUP TRUCK

2013 GMC 2500HD S/N 1GT02ZCG2DZ163547 4X4 REGCAP PICKUP TRUCK

2011 CHEVROLET SILVERADO 2500HD S/N 1GC1KVCG5BF263802 4X4 CREWCAB PICKUP TRUCK

2011 CHEVROLET SILVERADO 2500HD S/N 1GC1KVCG5BF256025 4X4 CREWCAB PICKUP TRUCK

Initial


By initialing here, you hereby irrevocably acknowledge and agree that the collateral description is subject to change upon Dynamic Capital Equipment Finance Inc., receiving satisfactory evidence of proof of title, final vendor invoice, or by other means of verification and you waive your rights regarding such change(s) in the collateral description with the irrevocable grant of this power of attorney in favour of Dynamic Capital Equipment Finance Inc.

This is Exhibit "H" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

Business Debtor - "Skeena Sawmills Ltd."

Search Date and Time: January 9, 2024 at 8:37:00 am Pacific time
Account Name: ELDOR-WAL REGISTRATIONS (1987) LTD.

TABLE OF CONTENTS

52 Matches in 45 Registrations in Report

Exact Matches: 52 (*)

Total Search Report Pages: 102

	Base Registration	Base Registration Date	Debtor Name	Page
1	984133L	January 3, 2020	* SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD.	4
2	632901M	December 3, 2020	* SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD.	8
3	941146M	May 3, 2021	* SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD.	10
4	144761N	July 29, 2021	* SKEENA SAWMILLS LTD.	12
5	154648N	August 4, 2021	* SKEENA SAWMILLS LTD.	16
6	170285N	August 11, 2021	* SKEENA SAWMILLS	18
7	184908N	August 18, 2021	* SKEENA SAWMILLS LTD.	20
8	184963N	August 18, 2021	* SKEENA SAWMILLS LTD.	23
9	282094N	October 4, 2021	* SKEENA SAWMILLS LTD.	26
10	545347N	February 17, 2022	* SKEENA SAWMILLS	28
11	903702N	August 5, 2022	* SKEENA SAWMILLS LTD.	30
12	903703N	August 5, 2022	* SKEENA SAWMILLS LTD.	35



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

13	294187P	January 10, 2023	* SKEENA SAWMILLS LTD.	37
14	313007P	January 20, 2023	* SKEENA SAWMILLS LTD.	39
15	350830P	February 9, 2023	* SKEENA SAWMILLS LTD.	41
16	350833P	February 9, 2023	* SKEENA SAWMILLS LTD.	43
17	427844P	March 22, 2023	* SKEENA SAWMILLS LTD.	45
18	427848P	March 22, 2023	* SKEENA SAWMILLS LTD.	47
19	436815P	March 27, 2023	* SKEENA SAWMILLS LTD.	49
20	507680P	May 1, 2023	* SKEENA SAWMILLS LTD.	51
21	507684P	May 1, 2023	* SKEENA SAWMILLS LTD.	53
22	541647P	May 17, 2023	* SKEENA SAWMILLS LTD.	55
23	660141P	July 12, 2023	* SKEENA SAWMILLS LTD.	57
24	757548P	August 29, 2023	* SKEENA SAWMILLS LTD.	59
25	757558P	August 29, 2023	* SKEENA SAWMILLS LTD.	61
26	771796P	September 6, 2023	* SKEENA SAWMILLS LTD.	63
27	771821P	September 6, 2023	* SKEENA SAWMILLS LTD.	65
28	777413P	September 8, 2023	* SKEENA SAWMILLS LTD.	67
29	777418P	September 8, 2023	* SKEENA SAWMILLS LTD.	69
30	788822P	September 14, 2023	* SKEENA SAWMILLS LTD.	71
31	788843P	September 14, 2023	* SKEENA SAWMILLS LTD.	73
32	788873P	September 14, 2023	* SKEENA SAWMILLS LTD.	75
33	788895P	September 14, 2023	* SKEENA SAWMILLS LTD.	77



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

34	788922P	September 14, 2023	* SKEENA SAWMILLS LTD.	79
35	788941P	September 14, 2023	* SKEENA SAWMILLS LTD.	81
36	788955P	September 14, 2023	* SKEENA SAWMILLS LTD.	83
37	788978P	September 14, 2023	* SKEENA SAWMILLS LTD.	85
38	795469P	September 18, 2023	* SKEENA SAWMILLS LTD.	87
39	795470P	September 18, 2023	* SKEENA SAWMILLS LTD.	89
40	797967P	September 19, 2023	* SKEENA SAWMILLS LTD.	91
41	797968P	September 19, 2023	* SKEENA SAWMILLS LTD.	93
42	820477P	September 29, 2023	* SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD.	95
43	830654P	October 5, 2023	* SKEENA SAWMILLS LTD.	97
44	830659P	October 5, 2023	* SKEENA SAWMILLS LTD.	99
45	120833Q	January 5, 2024	* SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD. * SKEENA SAWMILLS LTD.	101



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 984133L

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: January 3, 2020 at 10:24:42 am Pacific time
Current Expiry Date and Time: January 3, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

CATERPILLAR FINANCIAL SERVICES LIMITED

Address

3457 SUPERIOR COURT UNIT 2
OAKVILLE ON
L6L 0C4 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

PO BOX 780
TERRACE BC
V8G 4R1 Canada

SKEENA SAWMILLS LTD.

Address

5330 HIGHWAY 16W
TERRACE BC
V8G 4R6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2004	CATERPILLAR / 988G	CAT0988GJBNH01119

General Collateral

July 27, 2021 at 12:20:19 pm Pacific time

DELETED

ONE (1) CATERPILLAR 988G LARGE WHEEL LOADER ONE (1) CATERPILLAR 980K

ADDED

ONE (1) CATERPILLAR 988G LARGE WHEEL LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Base Registration General Collateral:

ONE (1) CATERPILLAR 988G LARGE WHEEL LOADER ONE (1) CATERPILLAR 980K MED WHEEL LOADER ONE (1) CATERPILLAR 950H MED WHEEL LOADER ONE (1) CATERPILLAR 980K MED WHEEL LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY ,FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: July 27, 2021 at 12:20:19 pm Pacific time
Registration Number: 138130N
Description: AMEND GENERAL COLLATERAL DELETE ASSET 2013 CATERPILLAR 980K (CAT0980KCW7K01406) DELETE ASSET 2011 CATERPILLAR 950H (CAT0950HTJAD01002) DELETE ASSET 2012 CATERPILLAR 980K(CAT0980KCW7K01351)

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) DELETED	2013	CATERPILLAR / 980K	CAT0980KCW7K01406
Motor Vehicle (MV) DELETED	2011	CATERPILLAR / 950H	CAT0950HTJAD01002
Motor Vehicle (MV) DELETED	2012	CATERPILLAR / 980K	CAT0980KCW7K01351



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

July 27, 2021 at 12:20:19 pm Pacific time

DELETED

ONE (1) CATERPILLAR 988G LARGE WHEEL LOADER ONE (1) CATERPILLAR 980K

ADDED

ONE (1) CATERPILLAR 988G LARGE WHEEL LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Registering Party Information

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 632901M

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: December 3, 2020 at 6:59:26 am Pacific time
Current Expiry Date and Time: December 3, 2024 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

CATERPILLAR FINANCIAL SERVICES LIMITED
Address
3457 SUPERIOR COURT UNIT 2
OAKVILLE ON
L6L 0C4 Canada

Debtor Information

SKEENA SAWMILLS LTD.
Address
PO BOX 780
TERRACE BC
V8G 4R1 Canada

SKEENA SAWMILLS LTD.
Address
5330 HIGHWAY 16W
TERRACE BC
V8G 4R6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2012	CATERPILLAR / 980K	CAT0980KEW7K00716



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ONE (1) CATERPILLAR 980K MEDIUM WHEEL LOADER - MAJOR REBUILD TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE ,PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

Base Registration Number: 941146M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 3, 2021 at 9:54:08 am Pacific time
Current Expiry Date and Time:	May 3, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**CATERPILLAR FINANCIAL SERVICES
LIMITED**

Address

3457 SUPERIOR COURT UNIT 2
OAKVILLE ON
L6L 0C4 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

PO BOX 780
TERRACE BC
V8G 4R1 Canada

SKEENA SAWMILLS LTD.

Address

5330 HIGHWAY 16W
TERRACE BC
V8G 4R6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CATERPILLAR / 966M	CAT0966MAEJA03350



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ONE (1) CATERPILLAR 966M MEDIUM WHEEL LOADER C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A ,RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

Base Registration Number: 144761N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 29, 2021 at 2:32:29 pm Pacific time
Current Expiry Date and Time:	July 29, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 16 HWY
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	RAM / 2500 TRADESMAN 4X4	3C6TR5CT4JG273565
Motor Vehicle (MV)	2018	RAM / 2500 TRADESMAN 4X4	3C6TR5CT6JG273566
Motor Vehicle (MV)	2013	CATERPILLAR / 980K	CAT0980KCW7K01406
Motor Vehicle (MV)	2011	CATERPILLAR / 950H	CAT0950HTJAD01002
Motor Vehicle (MV)	2004	CATERPILLAR / 924G	CAT0924GCRTA00221
Motor Vehicle (MV)	2012	TAYLOR TX330M / -	S-GE-37856
Motor Vehicle (MV)	2013	HYUNDAI / H160D-7E	HHKHFT08HD0000955
Motor Vehicle (MV)	2012	HYUNDAI / 110D-7E	HHKHFT05KC0000188
Motor Vehicle (MV)	2010	DOOSAN / D90S-5	PA-00818
Motor Vehicle (MV)	2013	CHEVROLET / 2500HD 4X4	1GT02ZCGXDZ140209
Motor Vehicle (MV)	2013	GMC / 2500HD 4X4	1GT02ZCG2DZ163547
Motor Vehicle (MV)	2011	CHEVROLET / SILVERADO	1GC1KVCG5BF263802
Motor Vehicle (MV)	2011	CHEVROLET / SILVERADO	1GC1KVCG5BF256025

General Collateral

Base Registration General Collateral:

2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK S/N 3C6TR5CT4JG273565 2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK S/N 3C6TR5CT6JG273566 2013 CATERPILLAR 980K LOG LOADER C/W WBMM33 LOG GRAPPLE S/N 1W45785-1 S/N CAT0980KCW7K01406 2012 CATERPILLAR 980K LOG LOADER C/W CWS LOG GRAPPLE S/N CAT0980KCW7K01351 ,2011 CATERPILLAR 950H FORKLIFT S/N CAT0950HTJAD01002 2004 CATERPILLAR 924G FORKLIFT C/W MAST S/N M2S15W160LV02-HD S/N CAT0924GCRTA00221 2012 TAYLOR TX330M FORKLIFT S/N S-GE-37856 2013 HYUNDAI H160D-7E FORKLIFT S/N HHKHFT08HD0000955 2012 HYUNDAI 110D-7E FORKLIFT S/N HHKHFT05KC0000188 ,2010 DOOSAN D90S-5 FORKLIFT S/N PA-00818 2013 CHEVROLET 2500HD 4X4 REGCAB PICKUP TRUCK S/N 1GT02ZCGXDZ140209 2013 GMC 2500HD 4X4 REGCAP PICKUP TRUCK S/N 1GT02ZCG2DZ163547 2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB PICKUP TRUCK S/N 1GC1KVCG5BF263802 2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB ,PICKUP TRUCK S/N 1GC1KVCG5BF256025 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT ,INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. . . . ,.

Original Registering Party

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL DELETED

Registration Date and Time: May 17, 2023 at 3:18:29 pm Pacific time
Registration Number: 543033P
Description:

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) DELETED	2012	CATERPILLAR / 980K	CAT0980KCW7K01351

Registering Party Information

**DYNAMIC CAPITAL II
CORPORATION**
Address
2430-140 4 AVE SW
CALGARY AB
T2P 3N3 Canada

Base Registration Number: 154648N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: August 4, 2021 at 10:57:47 am Pacific time
Current Expiry Date and Time: August 4, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

SUITE 1518-1030 WEST GEORGIA
VANCOUVER BC
V6E 2Y3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL MONEY, FINANCIAL ASSETS (AS SUCH TERM IS DEFINED IN THE SECURITIES TRANSFER ACT) AND
CASH ON DEPOSIT WITH THE SECURED PARTY, FROM TIME TO TIME



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Base Registration Number: 170285N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 11, 2021 at 10:11:39 am Pacific time
Current Expiry Date and Time:	August 11, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

CWB NATIONAL LEASING INC.

Address

1525 BUFFALO PLACE
WINNIPEG MB
R3T 1L9 Canada

Debtor Information

SKEENA BIOENERGY LTD.

Address

5402 HWY 16 WEST
TERRACE BC
V8G 0C6 Canada

SKEENA SAWMILLS

Address

5402 HWY 16 WEST
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	BCX3 1549 FMD TM CONVEYOR / -	BA03B122102648

General Collateral

Base Registration General Collateral:

ALL CONVEYOR OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3065838,
BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER
WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED
DIRECTLY OR INDIRECTLY THEREFROM.

Original Registering Party

CWB NATIONAL LEASING INC.

Address

1525 BUFFALO PLACE
WINNIPEG MB
R3T 1L9 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 184908N

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: August 18, 2021 at 10:15:13 am Pacific time
Current Expiry Date and Time: August 18, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 16 HWY
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Trailer (TR)	1999	OPTIMIL CANTER LINE / -	63286

General Collateral

Base Registration General Collateral:

1999 OPTIMIL CANTER LINE C/W DOUBLE LENGTH INFEED, S/N 63286 LOG TURNER, 4 SIDED CANTER, SPLINE REMOVER, HORIZONTAL QUAD ARBOR EDGER, VERTICAL DOUBLE ARBOR EDGER, HYDRAULIC POWER UNITS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS ,IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: August 18, 2021 at 10:40:55 am Pacific time
Registration Number: 184968N
Description: ADDRESS AMENDMENT

Debtor Information

SKEENA SAWMILLS LTD.
ADDRESS CHANGED

Address
5330 16 HWY
TERRACE BC
V8G 0C6 Canada

Registering Party Information

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address
208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Base Registration Number: 184963N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 18, 2021 at 10:36:31 am Pacific time
Current Expiry Date and Time:	August 18, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 16 HWY
TERRACE BC
V8G 0C6 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Trailer (TR)	1999	OPTIMIL CANTER LINE / -	63286
Motor Vehicle (MV)	2018	RAM / 2500	3C6TR5CT4JG273565
Motor Vehicle (MV)	2018	RAM / 2500	3C6TR5CT6JG273566
Motor Vehicle (MV)	2013	CATERPILLAR / 980K	CAT0980KCW7K01406
Motor Vehicle (MV)	2012	CATERPILLAR / 980K	CAT0980KCW7K01351
Motor Vehicle (MV)	2011	CATERPILLAR / 950H	CAT0950HTJAD01002
Motor Vehicle (MV)	2004	CATERPILLAR / 924G	CAT0924GCRTA00221
Motor Vehicle (MV)	2012	TAYLOR TX330M / -	S-GE-37856
Motor Vehicle (MV)	2013	HYUNDAI / H160D-7E	HHKHFT08HD0000955
Motor Vehicle (MV)	2012	HYUNDAI / 110D-7E	HHKHFT05KC0000188
Motor Vehicle (MV)	2010	DOOSAN / D90S-5	PA-00818
Motor Vehicle (MV)	2013	CHEVROLET / 2500HD	1GT02ZCGXDZ140209
Motor Vehicle (MV)	2013	GMC / 2500HD	1GT02ZCG2DZ163547
Motor Vehicle (MV)	2011	CHEVROLET / SILVERADO 2500	1GC1KVCG5BF263802
Motor Vehicle (MV)	2011	CHEVROLET / SILVERADO 2500	1GC1KVCG5BF256025

General Collateral

Base Registration General Collateral:

1999 OPTIMIL S/N 63286 CANTER LINE C/W DOUBLE LENGTH INFEED, LOG TURNER, 4 SIDED CANTER, SPLINE REMOVER, HORIZONTAL QUAD ARBOR EDGER, VERTICAL DOUBLE ARBOR EDGER, HYDRAULIC POWER UNITS 2018 RAM 2500 S/N 3C6TR5CT4JG273565 TRADESMAN 4X4 CREWCAB PICKUP TRUCK 2018 RAM 2500 S/N 3C6TR5CT6JG273566 TRADESMAN 4X4 CREWCAB ,PICKUP TRUCK 2013 CATERPILLAR 980K S/N CAT0980KCW7K01406 LOG LOADER C/W WBMM33 LOG GRAPPLE S/N 1W45785-1 2012 CATERPILLAR 980K S/N CAT0980KCW7K01351 LOG LOADER C/W CWS LOG GRAPPLE 2011 CATERPILLAR 950H S/N CAT0950HTJAD01002 FORKLIFT 2004 CATERPILLAR 924G S/N CAT0924GCRTA00221 FORKLIFT C/W MAST S/N M2S15W160LV02-HD 2012 TAYLOR ,TX330M S/N S-GE-37856 FORKLIFT 2013 HYUNDAI H160D-7E S/N HHKHFT08HD0000955 FORKLIFT 2012 HYUNDAI 110D-7E S/N HHKHFT05KC0000188 FORKLIFT 2010 DOOSAN D90S-5 S/N PA-00818 FORKLIFT 2013 CHEVROLET 2500HD S/N 1GT02ZCGXDZ140209 4X4 REGCAB PICKUP TRUCK 2013 GMC 2500HD S/N 1GT02ZCG2DZ163547 4X4 REGCAP PICKUP TRUCK 2011 CHEVROLET ,SILVERADO 2500HD S/N 1GC1KVCG5BF263802 4X4 CREWCAB PICKUP TRUCK 2011 CHEVROLET SILVERADO 2500HD S/N 1GC1KVCG5BF256025 4X4 CREWCAB PICKUP TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ,ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL .

Original Registering Party

**DYNAMIC CAPITAL EQUIPMENT
FINANCE INC.**

Address

208, 1824 GORDON DRIVE
KELOWNA BC
V1Y 0E2 Canada

Base Registration Number: 282094N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 4, 2021 at 10:53:39 am Pacific time
Current Expiry Date and Time:	October 4, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DELTA CEDAR SPECIALTIES LTD.

Address

10104 RIVER ROAD
DELTA BC
V4C 2R3 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

1518-1030 W. GEORGIA STREET
VANCOUVER BC
V6E 2Y3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

A SECURITY INTEREST IN ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST BOTH PRESENT AND FUTURE, IN AND TO ALL OF ITS PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD INVENTORY OF THE DEBTOR, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOGS, LUMBER, WOOD FIBER, WOOD CHIPS, GOODS ACQUIRED OR HELD FOR SALE OR LEASE OR ,FURNISHED OR TO BE FURNISHED UNDER CONTRACT, ALL RAW MATERIALS, WORK IN PROCESS, FINISHED GOODS, RETURNED GOODS, REPOSSESSED GOODS, AND ALL PACKAGING MATERIALS, SUPPLIES AND CONTAINERS RELATING TO OR USED OR CONSUMED IN CONNECTION WITH ANY OF THE FORE- GOING, BUT EXCLUDING BIOFUEL MATERIALS (SUCH AS SAWDUST, SHAVINGS ,AND HOG FUEL) AND ACCOUNTS RECEIVABLE (COLLECTIVELY,THE \COLLATERAL\), OF WHATSOEVER NATURE OR KIND AND WHERESOEVER SITUATE, AND IN AND TO ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ALL ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR.

Original Registering Party

SANGRA,MOLLER

Address

1000-925 GEORGIA ST.
VANCOUVER BC
V6C 3L2 Canada

Base Registration Number: 545347N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 17, 2022 at 1:16:59 pm Pacific time
Current Expiry Date and Time:	February 17, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

CWB NATIONAL LEASING INC.

Address

1525 BUFFALO PLACE
WINNIPEG MB
R3T 1L9 Canada

Debtor Information

SKEENA BIOENERGY LTD.

Address

5402 HWY 16 W
TERRACE BC
V8G 0C6 Canada

SKEENA SAWMILLS

Address

5402 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Trailer (TR)	2011	Lode King / Hopper Bottom Super B Lead	2LDHGG2838BF051278
Trailer (TR)	2011	Lode King / Hopper Bottom Super B Pup	2LDHGG3029BF051279

General Collateral

Base Registration General Collateral:

AGREEMENT NUMBER 3083833, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Original Registering Party

CWB NATIONAL LEASING INC.

Address

1525 BUFFALO PLACE
WINNIPEG MB
R3T 1L9 Canada

Base Registration Number: 903702N

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	August 5, 2022 at 2:23:17 pm Pacific time
Current Expiry Date and Time:	August 5, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**TIMBER BARON CONTRACTING
LTD.**

Address

203-4650 LAZELLE AVENUE
BOX 1138
TERRACE BC
V8G 1S6 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5530 HIGHWAY 16 WEST
BOX 780
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

August 8, 2022 at 12:58:07 pm Pacific time

DELETED

ALL "FOREST PRODUCTS" OF THE DEBTOR, HELD BY THE DEBTOR PURSUANT TO THE FOREST ACT, R.S.B.C. 1996, C.157, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR, AND INCLUDING BUT NOT LIMITED TO ALL FOREST PRODUCTS RELATED TO OR OTHERWISE HARVESTED, DERIVED, PRODUCED OR MANUFACTURED FROM OR UNDER: (A) TIMBER MARKS FD2 518 AND FD2 523; (B) TIMBER FARM LICENCE TFL 60; AND (C) BLOCK NIS002, AND BLOCK NIS005. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.

ADDED

ALL "FOREST PRODUCTS" OF THE DEBTOR, HELD BY THE DEBTOR PURSUANT TO THE FOREST ACT, R.S.B.C. 1996, C.157, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR, AND INCLUDING BUT NOT LIMITED TO ALL FOREST PRODUCTS RELATED TO OR OTHERWISE HARVESTED, DERIVED, PRODUCED OR MANUFACTURED FROM OR UNDER: (A) TIMBER MARKS FD2 518 AND FD2 523; (B) FOREST LICENCE A16882; AND (C) BLOCK NIS002, AND BLOCK NIS005. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.

Base Registration General Collateral:

ALL "FOREST PRODUCTS" OF THE DEBTOR, HELD BY THE DEBTOR PURSUANT TO THE FOREST ACT, R.S.B.C. 1996, C.157, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR, AND INCLUDING BUT NOT LIMITED TO ALL FOREST PRODUCTS RELATED TO OR OTHERWISE HARVESTED, DERIVED, PRODUCED OR MANUFACTURED FROM OR UNDER: (A) TIMBER MARKS FD2 518 AND FD2 523; (B) TIMBER FARM LICENCE TFL 60; AND (C) BLOCK NIS002, AND BLOCK NIS005. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

DLA PIPER (CANADA) LLP

Address

SUITE 2800 PARK PLACE
666 BURNARD STREET
VANCOUVER BC
V6C 2Z7 Canada

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL AMENDED

Registration Date and Time:	August 8, 2022 at 12:58:07 pm Pacific time
Registration Number:	906380N
Description:	To replace all references to "TREE FARM LICENC 60" with "FOREST LICENCE A16882".

General Collateral

August 8, 2022 at 12:58:07 pm Pacific time

DELETED

ALL "FOREST PRODUCTS" OF THE DEBTOR, HELD BY THE DEBTOR PURSUANT TO THE FOREST ACT, R.S.B.C. 1996, C.157, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR, AND INCLUDING BUT NOT LIMITED TO ALL FOREST PRODUCTS RELATED TO OR OTHERWISE HARVESTED, DERIVED, PRODUCED OR MANUFACTURED FROM OR UNDER: (A) TIMBER MARKS FD2 518 AND FD2 523; (B) TIMBER FARM LICENCE TFL 60; AND (C) BLOCK NIS002, AND BLOCK NIS005. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.

ADDED

ALL "FOREST PRODUCTS" OF THE DEBTOR, HELD BY THE DEBTOR PURSUANT TO THE FOREST ACT, R.S.B.C. 1996, C.157, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR, AND INCLUDING BUT NOT LIMITED TO ALL FOREST PRODUCTS RELATED TO OR OTHERWISE HARVESTED, DERIVED, PRODUCED OR MANUFACTURED FROM OR UNDER: (A) TIMBER MARKS FD2 518 AND FD2 523; (B) FOREST LICENCE A16882; AND (C) BLOCK NIS002, AND BLOCK NIS005. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Registering Party Information

DLA PIPER (CANADA) LLP

Address

SUITE 2800 PARK PLACE
666 BURNARD STREET
VANCOUVER BC
V6C 2Z7 Canada

Base Registration Number: 903703N

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: August 5, 2022 at 2:23:34 pm Pacific time
Current Expiry Date and Time: August 5, 2032 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**TIMBER BARON CONTRACTING
LTD.**

Address

203-4650 LAZELLE AVENUE
BOX 1138
TERRACE BC
V8G 1S6 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5530 HIGHWAY 16 WEST
BOX 780
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

THIS CONTRACTOR'S CHARGE ATTACHES TO ALL OF THE PRESENT AND AFTER-ACQUIRED ACCOUNTS DUE TO THE DEBTOR AS CONTEMPLATED IN SECTION 6 OF THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C., C.16.

Original Registering Party

DLA PIPER (CANADA) LLP

Address

SUITE 2800 PARK PLACE
666 BURNARD STREET
VANCOUVER BC
V6C 2Z7 Canada

Base Registration Number: 294187P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 10, 2023 at 4:41:15 pm Pacific time
Current Expiry Date and Time:	January 10, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

1392752 B.C. LTD.

Address

1600 - 925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

1518, 1030 WEST GEORGIA STREET
VANCOUVER BC
V6E 2Y3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ALL RIGHT, TITLE AND INTEREST OF THE DEBTOR IN AND TO ALL GOODS (INCLUDING ALL ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, LICENCES, MONEY AND SECURITIES, IN EACH CASE WHETHER NOW OWNED OR EXISTING OR HEREAFTER ACQUIRED, CREATED OR ARISING, AND WHEREVER LOCATED.

PROCEEDS: ANY AND ALL "GOODS", "INTANGIBLES", "CHATTEL PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "MONEY" AND "INVESTMENT PROPERTY" (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) AS AMENDED OR REPLACED FROM TIME TO TIME) CONSTITUTING PROCEEDS OF ANY OR ALL OF THE FOREGOING COLLATERAL, INCLUDING PROCEEDS OF PROCEEDS.

Original Registering Party

LAWSON LUNDELL

Address

925 WEST GEORGIA STREET
SUITE 1600
VANCOUVER BC
V6C 3L2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 313007P

Registration Description: CROWN CHARGE FILED PURSUANT TO FOREST ACT
Act: MISCELLANEOUS REGISTRATIONS ACT
Base Registration Date and Time: January 20, 2023 at 2:12:03 pm Pacific time
Current Expiry Date and Time: Never

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

HER MAJESTY THE QUEEN IN THE
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

Address

1802 DOUGLAS STREET
VICTORIA BC
V8T 4K6 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All timber, lumber, veneer, plywood, pulp, newsprint, special forest products and wood residue plus all other chattels or an interest in them owned by the parties identified.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

RECEIVABLES MANAGEMENT
OFFICE - ADRIAN PHILION

Address

1802 DOUGLAS ST 6TH FLOOR
VICTORIA BC
V8T 4K6 Canada

Base Registration Number: 350830P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	February 9, 2023 at 1:24:53 pm Pacific time
Current Expiry Date and Time:	February 9, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DEUCE CREEK CONTRACTING LTD.	Address
	C/O #202 - 444 VICTORIA STREET KAMLOOPS BC V2C 2A7 Canada

Debtor Information

SKEENA SAWMILLS LTD.	Address
	1600 CATHEDRAL PLACE 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products belonging to the debtor, including forest products acquired by the debtor after the secured party's services were provided.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**DRAYTON LAW FIRM LAW
CORPORATION**

Address

#202 - 444 VICTORIA STREET
KAMLOOPS BC
V2C 2A7 Canada

Base Registration Number: 350833P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: February 9, 2023 at 1:27:57 pm Pacific time
Current Expiry Date and Time: February 9, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DEUCE CREEK CONTRACTING LTD.	Address
	C/O #202 - 444 VICTORIA STREET KAMLOOPS BC V2C 2A7 Canada

Debtor Information

SKEENA SAWMILLS LTD.	Address
	1600 CATHEDRAL PLACE 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All accounts due to the debtor (within the meaning of Section 6 of the *Forestry Service Providers Protection Act*). The amount due to the secured party as of the date of filing is \$151,561.16.

Original Registering Party

DRAYTON LAW FIRM LAW
CORPORATION

Address

#202 - 444 VICTORIA STREET
KAMLOOPS BC
V2C 2A7 Canada

Base Registration Number: 427844P

Registration Description:	FORESTRY - CONTRACTOR CHARGE
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	March 22, 2023 at 10:07:26 am Pacific time
Current Expiry Date and Time:	March 22, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

INFINITY WEST ENTERPRISES INC.	Address C/O #202 - 444 VICTORIA STREET KAMLOOPS BC V2C 2A7 Canada
---------------------------------------	---

Debtor Information

SKEENA SAWMILLS LTD.	Address 1600 CATHEDRAL PLACE 925 WEST GEORGIA STREET VANCOUVER BC V6C 3L2 Canada
-----------------------------	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All accounts due to the debtor (within the meaning of Section 6 of the *Forestry Service Providers Protection Act*). The amount due to the secured party as of the date of filing is \$160,187.62.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**DRAYTON LAW FIRM LAW
CORPORATION**

Address

#202 - 444 VICTORIA STREET
KAMLOOPS BC
V2C 2A7 Canada

Base Registration Number: 427848P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: March 22, 2023 at 10:08:22 am Pacific time
Current Expiry Date and Time: March 22, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

INFINITY WEST ENTERPRISES INC.

Address

C/O #202 - 444 VICTORIA STREET
KAMLOOPS BC
V2C 2A7 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

1600 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER BC
V6C 3L2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products belonging to the debtor, including forest products acquired by the debtor after the secured party's services were provided.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**DRAYTON LAW FIRM LAW
CORPORATION**

Address

#202 - 444 VICTORIA STREET
KAMLOOPS BC
V2C 2A7 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 436815P

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: March 27, 2023 at 2:16:21 pm Pacific time
Current Expiry Date and Time: March 27, 2026 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

THE BANK OF NOVA SCOTIA

Address

10 WRIGHT BOULEVARD
STRATFORD ON
N5A 7X9 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 16 HW
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	Buick / Encore	KL4CJESBXLB062269



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

Base Registration Number: 507680P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: May 1, 2023 at 3:17:09 pm Pacific time
Current Expiry Date and Time: May 1, 2024 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ANTLER CREEK CONTRACTING LTD. **Address**
3550 HWY 16 E
THORNHILL BC
V8G 5J3 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest Products



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

JENKINS MARZBAN LOGAN LLP

Address

SUITE 900
808 NELSON ST
VANCOUVER BC
V6Z 2H2 Canada

Base Registration Number: 507684P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: May 1, 2023 at 3:19:32 pm Pacific time
Current Expiry Date and Time: May 1, 2024 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ANTLER CREEK CONTRACTING LTD. **Address**
3550 HWY 16 E
THORNHILL BC
V8G 5J3 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest Products



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

JENKINS MARZBAN LOGAN LLP

Address

SUITE 900
808 NELSON ST
VANCOUVER BC
V6Z 2H2 Canada

Base Registration Number: 541647P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 17, 2023 at 7:51:45 am Pacific time
Current Expiry Date and Time:	May 17, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

TIMBER TRACKS INC.

Address

310 VANCOUVER ST
PRINCE GEORGE BC
V2L 2N9 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

1518-1030 GEORGIA ST W
VANCOUVER BC
V6E 2Y3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All present and future acquired assets.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

PNL CONSULTING INC.

Address

310 VANCOUVER STREET
PRINCE GEORGE BC
V2L 2N9 Canada

Base Registration Number: 660141P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 12, 2023 at 12:14:33 pm Pacific time
Current Expiry Date and Time:	July 12, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

1030 W GEORGIA ST UNIT 1518
VANCOUVER BC
V6E 2Y3 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds instrument described as Guaranteed Investment Certificate including all renewals and replacements thereof, substitutions therefor accretions thereto and interest, income and money therefrom and all proceeds thereof and therefrom including accounts.

GIC# 00064760286

Amount \$25000.00

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

Base Registration Number: 757548P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: August 29, 2023 at 3:49:03 pm Pacific time
Current Expiry Date and Time: August 29, 2024 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ANTLER CREEK CONTRACTING LTD. **Address**
3550 HWY 16 E
THORNHILL BC
V8G 5J3 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

"Forest Products" belonging to the debtor, including forest products acquired by the debtor after the secured party's services were provided to the debtor. Words in quotations have the meanings ascribed to them in the *Forestry Service Providers Protection Act* SBC 2010, c.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

JENKINS MARZBAN LOGAN LLP

Address

SUITE 900
808 NELSON ST
VANCOUVER BC
V6Z 2H2 Canada

Base Registration Number: 757558P

Registration Description:	FORESTRY - CONTRACTOR CHARGE
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	August 29, 2023 at 3:50:24 pm Pacific time
Current Expiry Date and Time:	August 29, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ANTLER CREEK CONTRACTING LTD.	Address 3550 HWY 16 E THORNHILL BC V8G 5J3 Canada
--------------------------------------	---

Debtor Information

SKEENA SAWMILLS LTD.	Address 5330 HWY 16 W TERRACE BC V8G 0C6 Canada
-----------------------------	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All accounts due to the debtor (within the meaning of Section 6 of the *Forestry Service Providers Protection Act* SBC 2010, c.16)



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

JENKINS MARZBAN LOGAN LLP

Address

SUITE 900
808 NELSON ST
VANCOUVER BC
V6Z 2H2 Canada

Base Registration Number: 771796P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 6, 2023 at 12:02:24 pm Pacific time
Current Expiry Date and Time:	September 6, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

L & J LOGGING LTD.

Address

PO BOX 65 STN MAIN
TERRACE BC
V8G 4A2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest Products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 771821P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 6, 2023 at 12:07:25 pm Pacific time
Current Expiry Date and Time: September 6, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

L & J LOGGING LTD.

Address

PO BOX 65 STN MAIN
TERRACE BC
V8G 4A2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest Products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 777413P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 8, 2023 at 1:03:06 pm Pacific time
Current Expiry Date and Time: September 8, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

D. R. HOLTOM LTD.

Address

3065 RIVER DRIVE
TERRACE BC
V8G 3P6 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 777418P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 8, 2023 at 1:07:23 pm Pacific time
Current Expiry Date and Time: September 8, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

D. R. HOLTOM LTD.

Address

3065 RIVER DRIVE
TERRACE BC
V8G 3P6 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

22

Base Registration Number: 788822P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 14, 2023 at 1:18:07 pm Pacific time
Current Expiry Date and Time:	September 14, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD.	Address
	2234 FOREST AVENUE TERRACE BC V8C 2S2 Canada

Debtor Information

SKEENA SAWMILLS LTD.	Address
	5330 HWY 16 W TERRACE BC V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 788843P

Registration Description:	FORESTRY - CONTRACTOR CHARGE
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 14, 2023 at 1:22:38 pm Pacific time
Current Expiry Date and Time:	September 14, 2025 at 11:59:59 pm Pacific time
	Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD.	Address
	2234 FOREST AVENUE TERRACE BC V8C 2S2 Canada

Debtor Information

SKEENA SAWMILLS LTD.	Address
	5330 HWY 16 W TERRACE BC V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 788873P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 14, 2023 at 1:29:00 pm Pacific time
Current Expiry Date and Time: September 14, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD. **Address**
2234 FOREST AVENUE
TERRACE BC
V8C 2S2 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 788895P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 14, 2023 at 1:34:19 pm Pacific time
Current Expiry Date and Time: September 14, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD. **Address**
2234 FOREST AVENUE
TERRACE BC
V8C 2S2 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 788922P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 14, 2023 at 1:41:12 pm Pacific time
Current Expiry Date and Time:	September 14, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD.	Address 2234 FOREST AVENUE TERRACE BC V8C 2S2 Canada
--------------------------------------	--

Debtor Information

SKEENA SAWMILLS LTD.	Address 5330 HWY 16 W TERRACE BC V8G 0C6 Canada
-----------------------------	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 788941P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 14, 2023 at 1:45:48 pm Pacific time
Current Expiry Date and Time: September 14, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD. **Address**
2234 FOREST AVENUE
TERRACE BC
V8C 2S2 Canada

Debtor Information

SKEENA SAWMILLS LTD. **Address**
5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 788955P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 14, 2023 at 1:49:32 pm Pacific time
Current Expiry Date and Time:	September 14, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD.	Address 2234 FOREST AVENUE TERRACE BC V8C 2S2 Canada
--------------------------------------	--

Debtor Information

SKEENA SAWMILLS LTD.	Address 5330 HWY 16 W TERRACE BC V8G 0C6 Canada
-----------------------------	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 788978P

Registration Description:	FORESTRY - CONTRACTOR CHARGE
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 14, 2023 at 1:55:48 pm Pacific time
Current Expiry Date and Time:	September 14, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

DAUDET CREEK CONTRACTING LTD.	Address 2234 FOREST AVENUE TERRACE BC V8C 2S2 Canada
--------------------------------------	--

Debtor Information

SKEENA SAWMILLS LTD.	Address 5330 HWY 16 W TERRACE BC V8G 0C6 Canada
-----------------------------	---

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Forest products.

Original Registering Party

MCLEAN & ARMSTRONG

Address

300 1497 MARINE DRIVE
WEST VANCOUVER BC
V7T 1B8 Canada

Base Registration Number: 795469P

Registration Description: FORESTRY - CONTRACTOR LIEN
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 18, 2023 at 4:59:49 pm Pacific time
Current Expiry Date and Time: September 18, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

SILVICON SERVICES INC.

Address

3560 VICTORIA DRIVE
SMITHERS BC
V0J 2N0 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL "FOREST PRODUCTS" OF THE DEBTOR, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**YCO CORPORATE INVESTMENTS
LTD.**

Address

EDWARDS KENNY & BRAY LLP
SUITE 1900 1040 WEST GEORGIA ST
VANCOUVER BC
V6E 4H3 Canada

Base Registration Number: 795470P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 18, 2023 at 5:00:35 pm Pacific time
Current Expiry Date and Time:	September 18, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

K'ALII AKS TIMBER CORPORATION

Address

4714 TAIT AVENUE
GITLAXT'AAMIKS BC
V0J 1A0 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL "FOREST PRODUCTS" OF THE DEBTOR, INCLUDING FOREST PRODUCTS ACQUIRED BY THE DEBTOR AFTER "SERVICES" WERE PROVIDED FROM THE SECURED PARTY TO THE DEBTOR. WORDS IN QUOTATIONS HAVE THE MEANINGS ASCRIBED TO THEM IN THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C. 2010, C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**YCO CORPORATE INVESTMENTS
LTD.**

Address

EDWARDS KENNY & BRAY LLP
SUITE 1900 1040 WEST GEORGIA ST
VANCOUVER BC
V6E 4H3 Canada

Base Registration Number: 797967P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: September 19, 2023 at 2:19:42 pm Pacific time
Current Expiry Date and Time: September 19, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

SILVICON SERVICES INC.

Address

3560 VICTORIA DRIVE
SMITHERS BC
V0J 2N0 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

THIS CONTRACTOR'S CHARGE ATTACHES TO ALL OF THE PRESENT AND AFTER-ACQUIRED ACCOUNTS DUE TO THE DEBTOR AS CONTEMPLATED IN SECTION 6 OF THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C., C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**YCO CORPORATE INVESTMENTS
LTD.**

Address

EDWARDS KENNY & BRAY LLP
SUITE 1900 1040 WEST GEORGIA ST
VANCOUVER BC
V6E 4H3 Canada

Base Registration Number: 797968P

Registration Description:	FORESTRY - CONTRACTOR CHARGE
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	September 19, 2023 at 2:20:04 pm Pacific time
Current Expiry Date and Time:	September 19, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

K'ALII AKS TIMBER CORPORATION

Address

4714 TAIT AVENUE
GITLAXT'AAMIKS BC
V0J 1A0 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

THIS CONTRACTOR'S CHARGE ATTACHES TO ALL OF THE PRESENT AND AFTER-ACQUIRED ACCOUNTS DUE TO THE DEBTOR AS CONTEMPLATED IN SECTION 6 OF THE FORESTRY SERVICE PROVIDERS PROTECTION ACT S.B.C., C.16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**YCO CORPORATE INVESTMENTS
LTD.**

Address

EDWARDS KENNY & BRAY LLP
SUITE 1900 1040 WEST GEORGIA ST
VANCOUVER BC
V6E 4H3 Canada

Base Registration Number: 820477P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 29, 2023 at 12:37:20 pm Pacific time
Current Expiry Date and Time:	September 29, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

CORLEY MANUFACTURING
COMPANY

Address

2900 E CRESCENT CIR
CHATTANOOGA TN
37407 United States of America

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

SKEENA SAWMILLS LTD.

Address

1518-1030 GEORGIA ST W
VANCOUVER BC
V6E 2Y3 Canada

SKEENA SAWMILLS LTD.

Address

925 W GEORGIA ST
1600 CATHEDRAL PLACE
VANCOUVER BC
V6C 3L2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Lewis Controls ReadyScan 2.5 Carriage Optimizer, Lewis Controls spare parts, Saw Deflection and Report Package, Auto Saw Guide Control, Corley SUSL 42" Carriage, Rail and Pantograph, Rail Adjusters/Siffeners, Carriage Spares Package, Jacobson 250 HP Carriage Drive, Corley Dual Cable Tightener Assembly, Corley Idler Sheave Assemblies, Wedge Socket Cable Anchors, Corley Belt Off Bearer for present band mill and all property acquired hereafter related to Corley sales proposal SS060920/Skeena Sawmill purchase order PO14203, and in all parts, additions, substitutions for, accessions thereto and the proceeds thereof.

Original Registering Party

TURNER & CO.

Address

1600-409 GRANVILLE STREET
VANCOUVER BC
V6C 1T2 Canada

Base Registration Number: 830654P

Registration Description: FORESTRY - CONTRACTOR CHARGE
Act: FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time: October 5, 2023 at 8:08:24 am Pacific time
Current Expiry Date and Time: October 5, 2025 at 11:59:59 pm Pacific time
Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ROUND LAKE TRANSPORT LTD.

Address

29624 HIGHWAY 16
TELKWA BC
V0J 2X2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5440 HIGHWAY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All "Forest Products" of the Debtor, including Forest Products acquired by the Debtor after "Services" were provided by the secured party to the Debtor. Words in quotations have the meaning ascribed to them in the Forest Service Providers Protection Act, S.B.C. 2010, c. 16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MILLER THOMSON LLP

Address

700 WEST GEORGIA STREET
SUITE 2200
VANCOUVER BC
V7Y 1K8 Canada

Base Registration Number: 830659P

Registration Description:	FORESTRY - CONTRACTOR LIEN
Act:	FORESTRY SERVICE PROVIDERS PROTECTION ACT
Base Registration Date and Time:	October 5, 2023 at 8:12:54 am Pacific time
Current Expiry Date and Time:	October 5, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)

CURRENT REGISTRATION INFORMATION

(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

ROUND LAKE TRANSPORT LTD.

Address

29624 HIGHWAY 16
TELKWA BC
V0J 2X2 Canada

Debtor Information

SKEENA SAWMILLS LTD.

Address

5440 HIGHWAY 16 W
TERRACE BC
V8G 0C6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

All "Forest Products" of the Debtor, including Forest Products acquired by the Debtor after "Services" were provided by the secured party to the Debtor. Words in quotations have the meaning ascribed to them in the Forest Service Providers Protection Act, S.B.C. 2010, c. 16.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

MILLER THOMSON LLP

Address

700 WEST GEORGIA STREET
SUITE 2200
VANCOUVER BC
V7Y 1K8 Canada

Base Registration Number: 120833Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	January 5, 2024 at 4:55:15 pm Pacific time
Current Expiry Date and Time:	January 5, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION
(as of January 9, 2024 at 8:37:00 am Pacific time)

Secured Party Information

MICROTEC INC.

Address

155 SW MADISON AVE
CORVALLIS OR
97333-4707 United States of America

Debtor Information

SKEENA SAWMILLS LTD.

Address

5330 HWY 16 W
TERRACE BC
V8G 0C6 Canada

SKEENA SAWMILLS LTD.

Address

1518-1030 GEORGIA ST W
VANCOUVER BC
V6E 2Y3 Canada

SKEENA SAWMILLS LTD.

Address

925 W GEORGIA ST
1600 CATHEDRAL PLACE
VANCOUVER BC
V6C 3L2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

Lucidyne GradeScan Scanning System, together with all parts, components, attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto (the "Collateral") and all proceeds in any form derived directly or indirectly from any dealing with the Collateral, and a right to an insurance payment or any other payment that indemnifies or compensates for loss or damage to the Collateral or proceeds of the Collateral.

Original Registering Party

TURNER & CO.

Address

1600-409 GRANVILLE STREET
VANCOUVER BC
V6C 1T2 Canada

This is Exhibit "I" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, appearing to read 'AARON DOW', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned (the "Guarantor"), and each of them jointly and severally (if more than one Guarantor), hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, the full and prompt performance and payment by **SKEENA SAWMILLS LTD. ("Debtor")** to Dynamic Capital Equipment Finance Inc. ("Lender") of: (Initial and check one of the boxes below)

☒ A. any and all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, mature or otherwise, ("Liabilities") incurred by the Debtor without any limitations.

☐ B. any and all Liabilities incurred by the Debtor arising out of or relating to the _____ between the Debtor and Lender dated the _____ day of _____, 20____ and all schedules and amendments thereto.

☐ C. any and all Liabilities incurred by the Debtor pursuant to the _____ dated the _____ day of _____, 20____ and all schedules and amendments thereto up to an amount not to exceed \$_____.

☐ D. only those Liabilities incurred by Debtor pursuant to the _____ dated the _____ day of _____, 20____ and all schedules and amendments thereto, which are originally scheduled to be paid (Initial and check one box)

☐ (i) for the first _____ instalment payments or

☐ (ii) on or before _____, 20____.

2. Guarantor also irrevocably and unconditionally guarantees, as primary debtor and not merely as a surety, all legal fees (as rendered on a solicitor and his own client basis) and disbursements and all other costs, charges and expenses that Lender incurs enforcing its rights against the Debtor. In the event that the amounts due from the Guarantor to the Lender hereunder are not paid when due, such unpaid amounts shall bear interest at a rate of twenty-four percent (24%) per annum compounded and calculated monthly, from the due date until date of actual payment. All amounts due to the Lender by Guarantor shall be payable on demand and the date of such demand shall be the due date.

3. The amount payable by Guarantor pursuant to Sections 1 and 2 of this Guarantee shall be paid to Lender forthwith on demand, whether or not any demand has been made upon Debtor or any other person or any other action has been taken to enforce the performance or payment of the Liabilities or the realization upon any property securing the Liabilities.

4. This Guarantee is a continuing one and covers and secures the present and future amounts due or that may become due pursuant to Sections 1 and 2, and shall not terminate for any reason, except that Guarantor, by giving 30 days' advance written notice to Lender, may terminate its further obligations under this Guarantee with respect to those Liabilities incurred or arising under transactions entered into by the Debtor after the expiration of such 30-day period, but in no event shall such termination apply to or in any manner affect Guarantor's obligations for all Liabilities incurred or arising under transactions entered into by Debtor prior to the expiration of such 30-day period.

5. Guarantor hereby agrees that:

(a) without affecting Guarantor's liabilities and obligations hereunder, Lender may from time to time:

(i) grant time, extensions, renewals, indulgences, releases and discharges to the Debtor or any other person primarily or secondarily liable for the Liabilities (including any other guarantor);

(ii) change the amount, time, manner of payment or calculation or any other terms of all or any part of the Liabilities;

(iii) amend, waive or supplement any agreement or instrument relating to the Liabilities;

(iv) without notice to or consent of Guarantor may assign this Guarantee in whole or in part and/or any agreement or instrument relating to all or any part of the Liabilities;

(v) consent to the assignment by Debtor of any of Debtor's rights and obligations relating to the Liabilities;

(vi) take and hold, or abstain from taking and holding, any security for the payment and performance of the Liabilities or any part thereof and amend, extend, renew, enforce, waive or release any such security;

(vii) apply or deal with such security or any property covered thereby or direct the order or manner of sale thereof as Lender in its discretion may determine; or

(viii) release or substitute any other guarantor or person liable directly or as surety or otherwise for all or any part of the Liabilities.

(b) Guarantor's liability hereunder shall not be impaired, affected or diminished by:

(i) the death or loss or diminution of capacity of Debtor or of Guarantor or any change in the name or business of Debtor or, in the event Debtor is a firm or corporation, any change in the constitution, constituting documents, membership or principals of such firm or corporation or any winding up or dissolution of Debtor or amalgamation of Debtor with any other person;

(ii) any repayment from time to time of the whole or any part of the Liabilities of Debtor to Lender;

(iii) any applicable law or regulation purporting to prohibit the payment by the Debtor of any of the Liabilities;

(iv) the invalidity, illegality or unenforceability of the Liabilities or any part thereof or of any document or agreement relating to the Liabilities, or any incapacity, lack of authority, or other defence of the Debtor or any other person;

(v) any irregularity, defect or omission in the documentation relating to the Liabilities or any failure or omission by or negligence of Lender in the taking, maintaining, perfecting or enforcing of any security therefor;

(vi) any dissolution, insolvency, bankruptcy, compromise, arrangement or plan of reorganization affecting Debtor or any other person, or any omission or refraining from proving the claim or any part thereof by Lender in any such proceedings relating to the Debtor or any other person;

(vii) any renewal, extension, modification, waiver, amendment or rearrangement of any or all of the Liabilities or any instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Liabilities;

(viii) any payment by or on behalf of the Debtor being held to constitute a preference or conveyance under bankruptcy or insolvency law, to the extent that a payment is rescinded or must be returned because such payment is a preference or conveyance, this Guarantee shall continue to be effective and the Guarantor shall be liable to make such payment to Lender; or

(ix) any other act or omission of any kind by the Debtor, Lender or any other person or any other circumstance whatsoever which might otherwise constitute a defence available to, or legal or equitable discharge of the Guarantor hereunder or of the Debtor or any other person in respect of the Liabilities.

(c) As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Debtor to the Lender, the Guarantor hereby grants to the Lender a security interest in all debts and liabilities, present and future, of the Debtor to the Guarantor, all of which are hereby assigned by the Guarantor to the Lender and postponed to the present and future debts and liabilities of the Debtor to the Lender. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Lender, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph (c) are intended to be and are independent of the remainder of this guarantee and may, at the option of the Lender, be severed therefrom. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Lender's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act Certificate and all debts and liabilities, present and future, of the Debtor to the Guarantor are hereby postponed to the Liabilities hereby guaranteed and any moneys received by Guarantor in respect thereof shall be received in trust for, and forthwith paid to, Lender; and

(d) Guarantor shall have no right to be subrogated to Lender or claim or prove in any bankruptcy or insolvency of Debtor in competition with Lender until the Liabilities and any claim of Lender have been satisfied in full.

6. Guarantor hereby waives:

Initial: 



- (a) any requirement that Lender proceed, or exhaust its recourses, against Debtor or any other party, pursue any other remedy whatsoever or enforce any security prior to any demand under this Guarantee;
- (b) any requirement that Lender obtain or assert a claim for judgment against Debtor or any person for any Liabilities;
- (c) exercise or assert any other right or remedy to which Lender is or may be entitled in connection with the Liabilities or any security or other guarantee thereof;
- (d) notice of the creation of all or any of the Liabilities or of any default by Debtor or demand by Lender with respect to the Liabilities;
- (e) all presentment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonour and notices of acceptance of this Guarantee;
- (f) to the full extent allowed by law, any rights and benefits given by the provisions of any existing or future statutes which impose limitations upon the rights and powers of Lender hereunder with respect to claims against Guarantor, and/or Debtor, and/or any security, including without limitation the provisions of the Civil Rights Act of Saskatchewan; and
- (g) the benefits of discussion and division.
7. Lender may, without notice to, or consent of, Guarantor or any other person, assign this Guarantee in whole or in part. Guarantor agrees that it shall not assign its obligations under this Guarantee without Lender's prior written consent. This Guarantee shall enure to the benefit of Lender, its successors and assigns, and shall be binding upon the heirs, executors, personal representatives and successors of Guarantor.
8. Guarantor acknowledges that there are no agreements, promises, representations or stipulations, oral or written, express or implied, with respect to the subject matter hereof other than those expressly stated herein.
9. Guarantor shall furnish to Lender its financial statements within 90 days after the end of each fiscal year of Guarantor prepared in accordance with generally accepted accounting principles consistent with prior statements. Guarantor shall also furnish such other information as Lender may from time to time reasonably require.
10. In all cases where there is more than one Guarantor, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require.
11. In the event of a demand under this Guarantee, the Guarantor shall indemnify and save Lender harmless from and against any losses (including, without limitation, Liabilities otherwise payable pursuant to Section 1 and 2 of this Guarantee) which may arise by virtue of any of the Liabilities or any agreement relating to the Liabilities being or becoming for any reason whatsoever in whole or in part invalid, ineffective or otherwise unenforceable by Lender in accordance with their terms.
12. This Guarantee shall be governed by and construed in accordance with the laws of the Province indicated on the originating agreement documents and all actions and proceedings may be heard and determined by the courts of such province, provided, however, that nothing herein contained shall prevent Lender from proceeding at its election against Guarantor in the courts of any other jurisdiction.
13. The parties hereto acknowledge that they have required this Guarantee to be drawn up in the English language. Les parties reconnaissent avoir exigé que ce cautionnement soit rédigé en anglais.
14. I consent to Lender collecting, using and disclosing personal information in this document pursuant to the terms of the Dynamic Capital Equipment Finance Inc. Privacy Policy. (a copy of which is available at www.dynamic-capital.ca).

This Guarantee Agreement made as of the 29 day of JULY, 2021.

WITNESS:

XX
Signature

Name (Print)

David Fischer

Address

1039 Hendecourt Road

SKEENA BIOENERGY LTD.

Authorized Signatory X

Note: If this Guarantee is executed in Alberta by an individual, the Certificate on the reverse side hereof must be completed (see over)



ESTOPPEL CERTIFICATE
(Re: Guarantee)

I, **ROGER HARLEY KEERY** of **Surrey, British Columbia**, hereby confirm that the Guarantee and Postponement of Claim dated the 29 day of **JULY, 2021** granted by **SKEENA BIOENERGY LTD.** in the respect of the liabilities of **SKEENA SAWMILLS LTD.** (the "Borrower") to Dynamic Capital Equipment Finance Inc. is in full force and effect.

I further confirm that I have reviewed the contract granted by Dynamic Capital Equipment Finance Inc. to the Borrower dated the **17 day of AUGUST, 2021** and hereby consent to such contract and confirm the continuation of my Guarantee and Postponement of Claim as collateral security for all credit obligations and liabilities of the Borrower including those provided for in such contract.

DATED at **Surrey, British Columbia** this **17 day of AUGUST, 2021.**

SKEENA BIOENERGY LTD.

x 
(Signature)


Witness

This is Exhibit "J" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in black ink, consisting of a large, sweeping loop followed by a smaller, more defined signature.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5



1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned (the "Guarantor"), and each of them jointly and severally (if more than one Guarantor), hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, the full and prompt performance and payment by SKEENA SAWMILLS LTD. ("Debtor") to Dynamic Capital Equipment Finance Inc. ("Lender") of: (Initial and check one of the boxes below)

- INITIAL HERE ep
- ☒ A. any and all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, mature or otherwise, ("Liabilities") incurred by the Debtor without any limitations.
- ☐ B. any and all Liabilities incurred by the Debtor arising out of or relating to the _____ between the Debtor and Lender dated the _____ day of _____, 20__ and all schedules and amendments thereto.
- ☐ C. any and all Liabilities incurred by the Debtor pursuant to the _____ dated the _____ day of _____, 200__ and all schedules and amendments thereto up to an amount not to exceed \$ _____.
- ☐ D. only those Liabilities incurred by Debtor pursuant to the _____ dated the _____ day of _____, 20__ and all schedules and amendments thereto, which are originally scheduled to be paid (Initial and check one box)
- ☐ (i) for the first _____ instalment payments or
- ☐ (ii) on or before _____, 200__

2. Guarantor also irrevocably and unconditionally guarantees, as primary debtor and not merely as a surety, all legal fees (as rendered on a solicitor and his own client basis) and disbursements and all other costs, charges and expenses that Lender incurs enforcing its rights against the Debtor. In the event that the amounts due from the Guarantor to the Lender hereunder are not paid when due, such unpaid amounts shall bear interest at a rate of twenty-four percent (24%) per annum compounded and calculated monthly, from the due date until date of actual payment. All amounts due to the Lender by Guarantor shall be payable on demand and the date of such demand shall be the due date.
3. The amount payable by Guarantor pursuant to Sections 1 and 2 of this Guarantee shall be paid to Lender forthwith on demand, whether or not any demand has been made upon Debtor or any other person or any other action has been taken to enforce the performance or payment of the Liabilities or the realization upon any property securing the Liabilities.
4. This Guarantee is a continuing one and covers and secures the present and future amounts due or that may become due pursuant to Sections 1 and 2, and shall not terminate for any reason, except that Guarantor, by giving 30 days' advance written notice to Lender, may terminate its further obligations under this Guarantee with respect to those Liabilities incurred or arising under transactions entered into by the Debtor after the expiration of such 30-day period, but in no event shall such termination apply to or in any manner affect Guarantor's obligations for all Liabilities incurred or arising under transactions entered into by Debtor prior to the expiration of such 30-day period.
5. Guarantor hereby agrees that:
- (a) without affecting Guarantor's liabilities and obligations hereunder, Lender may from time to time:
- (i) grant time, extensions, renewals, indulgences, releases and discharges to the Debtor or any other person primarily or secondarily liable for the Liabilities (including any other guarantor);
 - (ii) change the amount, time, manner of payment or calculation or any other terms of all or any part of the Liabilities;
 - (iii) amend, waive or supplement any agreement or instrument relating to the Liabilities;
 - (iv) without notice to or consent of Guarantor may assign this Guarantee in whole or in part and/or any agreement or instrument relating to all or any part of the Liabilities;
 - (v) consent to the assignment by Debtor of any of Debtor's rights and obligations relating to the Liabilities;
 - (vi) take and hold, or abstain from taking and holding, any security for the payment and performance of the Liabilities or any part thereof and amend, extend, renew, enforce, waive or release any such security;
 - (vii) apply or deal with such security or any property covered thereby or direct the order or manner of sale thereof as Lender in its discretion may determine; or
 - (viii) release or substitute any other guarantor or person liable directly or as surety or otherwise for all or any part of the Liabilities.
- (b) Guarantor's liability hereunder shall not be impaired, affected or diminished by:
- (i) the death or loss or diminution of capacity of Debtor or of Guarantor or any change in the name or business of Debtor or, in the event Debtor is a firm or corporation, any change in the constitution, constituting documents, membership or principals of such firm or corporation or any winding up or dissolution of Debtor or amalgamation of Debtor with any other person;
 - (ii) any repayment from time to time of the whole or any part of the Liabilities of Debtor to Lender;
 - (iii) any applicable law or regulation purporting to prohibit the payment by the Debtor of any of the Liabilities;
 - (iv) the invalidity, illegality or unenforceability of the Liabilities or any part thereof or of any document or agreement relating to the Liabilities, or any incapacity, lack of authority, or other defence of the Debtor or any other person;
 - (v) any irregularity, defect or omission in the documentation relating to the Liabilities or any failure or omission by or negligence of Lender in the taking, maintaining, perfecting or enforcing of any security therefor;
 - (vi) any dissolution, insolvency, bankruptcy, compromise, arrangement or plan of reorganization affecting Debtor or any other person, or any omission or refraining from proving the claim or any part thereof by Lender in any such proceedings relating to the Debtor or any other person;
 - (vii) any renewal, extension, modification, waiver, amendment or rearrangement of any or all of the Liabilities or any instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Liabilities;
 - (viii) any payment by or on behalf of the Debtor being held to constitute a preference or conveyance under bankruptcy or insolvency law, to the extent that a payment is rescinded or must be returned because such payment is a preference or conveyance, this Guarantee shall continue to be effective and the Guarantor shall be liable to make such payment to Lender; or
 - (ix) any other act or omission of any kind by the Debtor, Lender or any other person or any other circumstance whatsoever which might otherwise constitute a defence available to, or legal or equitable discharge of the Guarantor hereunder or of the Debtor or any other person in respect of the Liabilities.
- (c) As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Debtor to the Lender, the Guarantor hereby grants to the Lender a security interest in all debts and liabilities, present and future, of the Debtor to the Guarantor, all of which are hereby assigned by the Guarantor to the Lender and postponed to the present and future debts and liabilities of the Debtor to the Lender. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Lender, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph (c) are intended to be and are independent of the remainder of this guarantee and may, at the option of the Lender, be severed therefrom. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Lender's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act Certificate and all debts and liabilities, present and future, of the Debtor to the Guarantor are hereby postponed to the Liabilities hereby guaranteed and any moneys received by Guarantor in respect thereof shall be received in trust for, and forthwith paid to, Lender; and
- (d) Guarantor shall have no right to be subrogated to Lender or claim or prove in any bankruptcy or insolvency of Debtor in competition with Lender until the Liabilities and any claim of Lender have been satisfied in full.

Initial: ep



6. Guarantor hereby waives:
- (a) any requirement that Lender proceed, or exhaust its recourses, against Debtor or any other party, pursue any other remedy whatsoever or enforce any security prior to any demand under this Guarantee;
 - (b) any requirement that Lender obtain or assert a claim for judgment against Debtor or any person for any Liabilities;
 - (c) exercise or assert any other right or remedy to which Lender is or may be entitled in connection with the Liabilities or any security or other guarantee thereof;
 - (d) notice of the creation of all or any of the Liabilities or of any default by Debtor or demand by Lender with respect to the Liabilities;
 - (e) all presentment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonour and notices of acceptance of this Guarantee;
 - (f) to the full extent allowed by law, any rights and benefits given by the provisions of any existing or future statutes which impose limitations upon the rights and powers of Lender hereunder with respect to claims against Guarantor, and/or Debtor, and/or any security, including without limitation the provisions of the Civil Rights Act of Saskatchewan; and
 - (g) the benefits of discussion and division.
7. Lender may, without notice to, or consent of, Guarantor or any other person, assign this Guarantee in whole or in part. Guarantor agrees that it shall not assign its obligations under this Guarantee without Lender's prior written consent. This Guarantee shall enure to the benefit of Lender, its successors and assigns, and shall be binding upon the heirs, executors, personal representatives and successors of Guarantor.
8. Guarantor acknowledges that there are no agreements, promises, representations or stipulations, oral or written, express or implied, with respect to the subject matter hereof other than those expressly stated herein.
9. Guarantor shall furnish to Lender its financial statements within 90 days after the end of each fiscal year of Guarantor prepared in accordance with generally accepted accounting principles consistent with prior statements. Guarantor shall also furnish such other information as Lender may from time to time reasonably require.
10. In all cases where there is more than one Guarantor, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require.
11. In the event of a demand under this Guarantee, the Guarantor shall indemnify and save Lender harmless from and against any losses (including, without limitation, Liabilities otherwise payable pursuant to Section 1 and 2 of this Guarantee) which may arise by virtue of any of the Liabilities or any agreement relating to the Liabilities being or becoming for any reason whatsoever in whole or in part invalid, ineffective or otherwise unenforceable by Lender in accordance with their terms.
12. This Guarantee shall be governed by and construed in accordance with the laws of the Province indicated on the originating agreement documents and all actions and proceedings may be heard and determined by the courts of such province, provided, however, that nothing herein contained shall prevent Lender from proceeding at its election against Guarantor in the courts of any other jurisdiction.
13. The parties hereto acknowledge that they have required this Guarantee to be drawn up in the English language. Les parties reconnaissent avoir exigé que ce cautionnement soit rédigé en anglais.
14. I consent to Lender collecting, using and disclosing personal information in this document pursuant to the terms of the Dynamic Capital Equipment Finance Inc. Privacy Policy. (a copy of which is available at www.dynamic-capital.ca).

This Guarantee Agreement made as of the 29 day of JULY, 2021.

WITNESS:

XX
Signature

Name (Print)

David Fischer

Address

1039 Hendecourt Road North Vancouver

ROC HOLDINGS LTD.

Authorized Signatory:

Note: If this Guarantee is executed in Alberta by an individual, the Certificate on the reverse side hereof must be completed (see over)

ESTOPPEL CERTIFICATE
(Re: Guarantee)


I, **XIAO PENG CUI** of Vancouver, British Columbia, hereby confirm that the Guarantee and Postponement of Claim dated the 29 day of JULY, 2021 granted by **ROC HOLDINGS LTD.** in the respect of the liabilities of **SKEENA SAWMILLS LTD.** (the "Borrower") to Dynamic Capital Equipment Finance Inc. is in full force and effect.

I further confirm that I have reviewed the contract granted by Dynamic Capital Equipment Finance Inc. to the Borrower dated the 17 day of AUGUST, 2021 and hereby consent to such contract and confirm the continuation of my Guarantee and Postponement of Claim as collateral security for all credit obligations and liabilities of the Borrower including those provided for in such contract.

DATED at Vancouver, British Columbia this 17 day of AUGUST, 2021.

ROC HOLDINGS LTD.


(Signature)


Witness

This is Exhibit "K" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in blue ink, appearing to read 'AARON DOW', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

SUBORDINATION OF DEBT

The undersigned has loaned to Skeena Bioenergy Ltd. (herein called "DEBTOR"), the amount of \$UNLIMITED plus interest as evidenced by that certain promissory note or other evidence of indebtedness ("Note") (which Note, together with any other indebtedness now owing or hereafter owing by DEBTOR to the undersigned, including without limitation, any redemption or repurchase of share capital, or any distributions to the Debtor which are not approved by the holder of the SUPERIOR DEBT (as defined below), is hereinafter called "SUBORDINATED DEBT").

In order to induce you to enter into contracts with, make a loan or loans or extend credit to DEBTOR and in consideration of such contracts, loans, advances or extensions of credit, and for other valuable consideration, the undersigned consents and agrees that the SUBORDINATED DEBT is hereby expressly subordinated to the extent and in the manner hereinafter set forth in right by payment to the prior payment in full of any and every indebtedness, liability or obligation howsoever arising and of any nature whatever, which may now or at any time and from time to time hereafter exist or be incurred by DEBTOR to you together with all interest thereon and internal and external attorney's fees, costs and expenses of collection incurred by you in connection herewith (hereinafter called "SUPERIOR DEBT"). For the purpose of this Agreement, "Tangible Net Worth" means all assets (excluding intangibles such as, but not limited to, capitalized interest and expenses and goodwill) less all liabilities, determined in accordance with general accepted accounting principles.

1. In the event of any default by Debtor in its obligations to you or to the holder of the SUPERIOR DEBT, or in the event of any liquidation, dissolution, or winding up of DEBTOR or any receivership, insolvency, bankruptcy, readjustment, reorganization or other similar proceedings relative to DEBTOR or its property all SUPERIOR DEBT shall first be paid in full before any holder of SUBORDINATED DEBT shall be entitled to receive and retain any payment or contribution upon or in respect of the SUBORDINATED DEBT; and in any such event any payment or contribution of any kind or character whether in cash, property or securities to which any holder of SUBORDINATED DEBT would otherwise be entitled shall be paid or delivered by DEBTOR or by any receiver, trustee in bankruptcy, liquidation trustee, agent or other person making such payment or distribution or by any holder of SUBORDINATED DEBT if received by such holder to the holder of such SUPERIOR DEBT for application in payment thereof to the extent necessary to make payment in full of all such SUPERIOR DEBT before such payment or distribution shall be made to or retained by the holder of any SUBORDINATED DEBT.

2. Each and every holder of SUBORDINATED DEBT by acceptance hereof shall undertake and agree for the benefit of each holder of SUPERIOR DEBT to execute, verify, deliver and file any proofs of claims, consents, assignments or other instruments which any holder of SUPERIOR DEBT may at any time require in order to prove and realize upon any rights or claims pertaining to the SUBORDINATED DEBT and to effectuate the full benefit of the subordination contained herein and upon failure of any such holder of SUBORDINATED DEBT so to do any such holder of SUPERIOR DEBT shall be deemed to be irrevocably appointed the agent and attorney-in-fact of such holder of SUBORDINATED DEBT to execute, verify, delivery and file any such proofs of claim, consents, and assignments or other instruments.

3. No holder of SUPERIOR DEBT shall be prejudiced in his right to enforce subordination of SUBORDINATED DEBT by any act or failure to act on the part of DEBTOR. If payments of principal and/or interest are made by DEBTOR to the holder of any SUBORDINATED DEBT in violation of the terms hereof, the holder of SUBORDINATED DEBT by his acceptance hereof shall be deemed to have agreed that he holds any such payments as trust funds for the benefit of holders of SUPERIOR DEBT.

4. The undersigned hereby waives:

(a) Notice of (and acknowledges due notice of) acceptance of this Agreement by you or of the creation, renewal or accrual of any liability of DEBTOR, present or future, or of your reliance upon this agreement, (if being understood that any and every liability and obligation of DEBTOR to you shall conclusively be presumed to have been created, contracted or incurred in reliance upon this agreement.



(b) Demand of payment from DEBTOR in respect of any of the liabilities or obligations constituting SUPERIOR DEBT.

(c) Presentment for payment of any instrument of DEBTOR, protest thereof and notice of its dishonour to any party thereto and to the undersigned.

5. If any payments are made by the Debtor to the undersigned in violation of the terms of this agreement or if the undersigned takes any steps to enforce repayment or do indebtedness from the Debtor then each such event shall be considered a default under any agreement the Debtor has with you.

6. All evidences of SUBORDINATED DEBT shall bear the following legend:
"Payment of principal and interest subject to the restrictions contained in a Subordination of Debt executed by the holders hereof for the benefit of DYNAMIC CAPITAL EQUIPMENT FINANCE INC. dated JULY 29, 2021."

7. We shall not take any steps to require the repayment of or to accelerate the Subordinated Debt except as set out in this agreement without your prior written consent. We shall not amend or modify the terms and conditions of the Note or the Subordinated Debt without your prior written consent.

This Agreement shall, without further consent of or notice to the undersigned, pass to and may be relied upon and enforced by any successor or assignee of you and any transferee and subsequent holder of any or all SUPERIOR DEBT.

Yours very truly,

Xiao Peng Cui

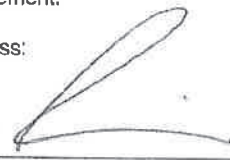
Witness:

X 


By: 
Name: Xiao Peng Cui
Title:

The undersigned officer of SKEENA SAWMILLS LTD. hereby consents and agrees to the above subordination and further agrees as additional inducement to the addressees for the consideration offered herein not to make any payments on SUBORDINATED DEBT in violation of the terms of the above agreement.

Witness:

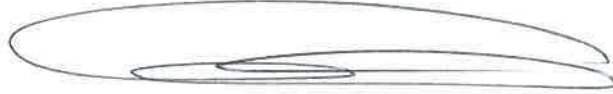
X 

SKEENA SAWMILLS LTD.

By: 
Name: Roger Harley Keen
Title: President

This is Exhibit "L" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024

A handwritten signature in dark ink, appearing to read 'AARON DOW', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

SUBORDINATION OF DEBT

The undersigned has loaned to SKEENA SAWMILLS LTD. (herein called "DEBTOR"), the amount of **\$UNLIMITED** plus interest as evidenced by that certain promissory note or other evidence of indebtedness ("Note") (which Note, together with any other indebtedness now owing or hereafter owing by DEBTOR to the undersigned, including without limitation, any redemption or repurchase of share capital, or any distributions to the Debtor which are not approved by the holder of the SUPERIOR DEBT (as defined below), is hereinafter called "SUBORDINATED DEBT").

In order to induce you to enter into contracts with, make a loan or loans or extend credit to DEBTOR and in consideration of such contracts, loans, advances or extensions of credit, and for other valuable consideration, the undersigned consents and agrees that the SUBORDINATED DEBT is hereby expressly subordinated to the extent and in the manner hereinafter set forth in right by payment to the prior payment in full of any and every indebtedness, liability or obligation howsoever arising and of any nature whatever, which may now or at any time and from time to time hereafter exist or be incurred by DEBTOR to you together with all interest thereon and internal and external attorney's fees, costs and expenses of collection incurred by you in connection herewith (hereinafter called "SUPERIOR DEBT"). For the purpose of this Agreement, "Tangible Net Worth" means all assets (excluding intangibles such as, but not limited to, capitalized interest and expenses and goodwill) less all liabilities, determined in accordance with general accepted accounting principles.

1. In the event of any default by Debtor in its obligations to you or to the holder of the SUPERIOR DEBT, or in the event of any liquidation, dissolution, or winding up of DEBTOR or any receivership, insolvency, bankruptcy, readjustment, reorganization or other similar proceedings relative to DEBTOR or its property all SUPERIOR DEBT shall first be paid in full before any holder of SUBORDINATED DEBT shall be entitled to receive and retain any payment or contribution upon or in respect of the SUBORDINATED DEBT; and in any such event any payment or contribution of any kind or character whether in cash, property or securities to which any holder of SUBORDINATED DEBT would otherwise be entitled shall be paid or delivered by DEBTOR or by any receiver, trustee in bankruptcy, liquidation trustee, agent or other person making such payment or distribution or by any holder of SUBORDINATED DEBT if received by such holder to the holder of such SUPERIOR DEBT for application in payment thereof to the extent necessary to make payment in full of all such SUPERIOR DEBT before such payment or distribution shall be made to or retained by the holder of any SUBORDINATED DEBT.

2. Each and every holder of SUBORDINATED DEBT by acceptance hereof shall undertake and agree for the benefit of each holder of SUPERIOR DEBT to execute, verify, deliver and file any proofs of claims, consents, assignments or other instruments which any holder of SUPERIOR DEBT may at any time require in order to prove and realize upon any rights or claims pertaining to the SUBORDINATED DEBT and to effectuate the full benefit of the subordination contained herein and upon failure of any such holder of SUBORDINATED DEBT so to do any such holder of SUPERIOR DEBT shall be deemed to be irrevocably appointed the agent and attorney-in-fact of such holder of SUBORDINATED DEBT to execute, verify, delivery and file any such proofs of claim, consents, and assignments or other instruments.

3. No holder of SUPERIOR DEBT shall be prejudiced in his right to enforce subordination of SUBORDINATED DEBT by any act or failure to act on the part of DEBTOR. If payments of principal and/or interest are made by DEBTOR to the holder of any SUBORDINATED DEBT in violation of the terms hereof, the holder of SUBORDINATED DEBT by his acceptance hereof shall be deemed to have agreed that he holds any such payments as trust funds for the benefit of holders of SUPERIOR DEBT.

4. The undersigned hereby waives:

(a) Notice of (and acknowledges due notice of) acceptance of this Agreement by you or of the creation, renewal or accrual of any liability of DEBTOR, present or future, or of your reliance upon this agreement, (if being understood that any and every liability and obligation of DEBTOR to you shall conclusively be presumed to have been created, contracted or incurred in reliance upon this agreement.



(b) Demand of payment from DEBTOR in respect of any of the liabilities or obligations constituting SUPERIOR DEBT.

(c) Presentment for payment of any instrument of DEBTOR, protest thereof and notice of its dishonour to any party thereto and to the undersigned.

5. If any payments are made by the Debtor to the undersigned in violation of the terms of this agreement or if the undersigned takes any steps to enforce repayment or do indebtedness from the Debtor then each such event shall be considered a default under any agreement the Debtor has with you.

6. All evidences of SUBORDINATED DEBT shall bear the following legend:
"Payment of principal and interest subject to the restrictions contained in a Subordination of Debt executed by the holders hereof for the benefit of DYNAMIC CAPITAL EQUIPMENT FINANCE INC. dated JULY 29, 2021."

7. We shall not take any steps to require the repayment of or to accelerate the Subordinated Debt except as set out in this agreement without your prior written consent. We shall not amend or modify the terms and conditions of the Note or the Subordinated Debt without your prior written consent.

This Agreement shall, without further consent of or notice to the undersigned, pass to and may be relied upon and enforced by any successor or assignee of you and any transferee and subsequent holder of any or all SUPERIOR DEBT.

Yours very truly,

Witness:

Xiao Peng Cui

X 

By: 
Name: Xiao Peng Cui
Title:

The undersigned officer of Skeena Bioenergy Ltd. hereby consents and agrees to the above subordination and further agrees as additional inducement to the addressees for the consideration offered herein not to make any payments on SUBORDINATED DEBT in violation of the terms of the above agreement.

Witness:

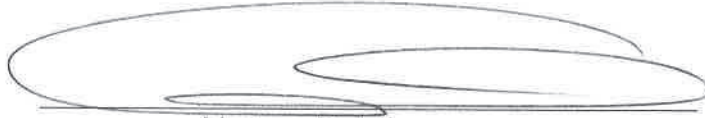
Skeena Bioenergy Ltd.

X 

By: X 
Name: Roger Harley Keen
Title: President

This is Exhibit "M" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 12 day
of January, 2024

A handwritten signature in dark ink, appearing to read 'AARON DOW', is written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5



SUBORDINATION OF DEBT

The undersigned has loaned to Roc Holdings Ltd. (herein called "DEBTOR"), the amount of **\$UNLIMITED** plus interest as evidenced by that certain promissory note or other evidence of indebtedness ("Note") (which Note, together with any other indebtedness now owing or hereafter owing by DEBTOR to the undersigned, including without limitation, any redemption or repurchase of share capital, or any distributions to the Debtor which are not approved by the holder of the SUPERIOR DEBT (as defined below), is hereinafter called "SUBORDINATED DEBT").

In order to induce you to enter into contracts with, make a loan or loans or extend credit to DEBTOR and in consideration of such contracts, loans, advances or extensions of credit, and for other valuable consideration, the undersigned consents and agrees that the SUBORDINATED DEBT is hereby expressly subordinated to the extent and in the manner hereinafter set forth in right by payment to the prior payment in full of any and every indebtedness, liability or obligation howsoever arising and of any nature whatever, which may now or at any time and from time to time hereafter exist or be incurred by DEBTOR to you together with all interest thereon and internal and external attorney's fees, costs and expenses of collection incurred by you in connection herewith (hereinafter called "SUPERIOR DEBT"). For the purpose of this Agreement, "Tangible Net Worth" means all assets (excluding intangibles such as, but not limited to, capitalized interest and expenses and goodwill) less all liabilities, determined in accordance with general accepted accounting principles.

1. In the event of any default by Debtor in its obligations to you or to the holder of the SUPERIOR DEBT, or in the event of any liquidation, dissolution, or winding up of DEBTOR or any receivership, insolvency, bankruptcy, readjustment, reorganization or other similar proceedings relative to DEBTOR or its property all SUPERIOR DEBT shall first be paid in full before any holder of SUBORDINATED DEBT shall be entitled to receive and retain any payment or contribution upon or in respect of the SUBORDINATED DEBT; and in any such event any payment or contribution of any kind or character whether in cash, property or securities to which any holder of SUBORDINATED DEBT would otherwise be entitled shall be paid or delivered by DEBTOR or by any receiver, trustee in bankruptcy, liquidation trustee, agent or other person making such payment or distribution or by any holder of SUBORDINATED DEBT if received by such holder to the holder of such SUPERIOR DEBT for application in payment thereof to the extent necessary to make payment in full of all such SUPERIOR DEBT before such payment or distribution shall be made to or retained by the holder of any SUBORDINATED DEBT.

2. Each and every holder of SUBORDINATED DEBT by acceptance hereof shall undertake and agree for the benefit of each holder of SUPERIOR DEBT to execute, verify, deliver and file any proofs of claims, consents, assignments or other instruments which any holder of SUPERIOR DEBT may at any time require in order to prove and realize upon any rights or claims pertaining to the SUBORDINATED DEBT and to effectuate the full benefit of the subordination contained herein and upon failure of any such holder of SUBORDINATED DEBT so to do any such holder of SUPERIOR DEBT shall be deemed to be irrevocably appointed the agent and attorney-in-fact of such holder of SUBORDINATED DEBT to execute, verify, delivery and file any such proofs of claim, consents, and assignments or other instruments.

3. No holder of SUPERIOR DEBT shall be prejudiced in his right to enforce subordination of SUBORDINATED DEBT by any act or failure to act on the part of DEBTOR. If payments of principal and/or interest are made by DEBTOR to the holder of any SUBORDINATED DEBT in violation of the terms hereof, the holder of SUBORDINATED DEBT by his acceptance hereof shall be deemed to have agreed that he holds any such payments as trust funds for the benefit of holders of SUPERIOR DEBT.

4. The undersigned hereby waives:

(a) Notice of (and acknowledges due notice of) acceptance of this Agreement by you or of the creation, renewal or accrual of any liability of DEBTOR, present or future, or of your reliance upon this agreement, (if being understood that any and every liability and obligation of DEBTOR to you shall conclusively be presumed to have been created, contracted or incurred in reliance upon this agreement.



(b) Demand of payment from DEBTOR in respect of any of the liabilities or obligations constituting SUPERIOR DEBT.

(c) Presentment for payment of any instrument of DEBTOR, protest thereof and notice of its dishonour to any party thereto and to the undersigned.

5. If any payments are made by the Debtor to the undersigned in violation of the terms of this agreement or if the undersigned takes any steps to enforce repayment or do indebtedness from the Debtor then each such event shall be considered a default under any agreement the Debtor has with you.

6. All evidences of SUBORDINATED DEBT shall bear the following legend:
"Payment of principal and interest subject to the restrictions contained in a Subordination of Debt executed by the holders hereof for the benefit of DYNAMIC CAPITAL EQUIPMENT FINANCE INC. dated JULY 29, 2021."

7. We shall not take any steps to require the repayment of or to accelerate the Subordinated Debt except as set out in this agreement without your prior written consent. We shall not amend or modify the terms and conditions of the Note or the Subordinated Debt without your prior written consent.

This Agreement shall, without further consent of or notice to the undersigned, pass to and may be relied upon and enforced by any successor or assignee of you and any transferee and subsequent holder of any or all SUPERIOR DEBT.

Yours very truly,

Witness:

Xiao Peng Cui

X 

By: 
Name: Xiao Peng Cui
Title:

The undersigned officer of Roc Holdings Ltd. hereby consents and agrees to the above subordination and further agrees as additional Inducement to the addressees for the consideration offered herein not to make any payments on SUBORDINATED DEBT in violation of the terms of the above agreement.

Witness:

Roc Holdings Ltd.

X 

By: 
Name: Xiao Peng Cui
Title: President

This is Exhibit "N" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024



A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

To Lessee/Borrower: Skeena Sawmills Ltd.

Client "DCEFI" Contact: Dustin White
For questions of concerns please contact the name noted as your DCEFI Contact named above.

Date: 01/12/2024
Subject: Full Payout

Dynamic Capital Contract Number: 27SSA00653

Equipment Description: Cash Collateral S/N
1999 Optimil Canter Line c/w double length infeed, log turner, 4 sided canter, spline remover, horizontal quad arbor edger, vertical double arbor edger, hydraulic power units S/N 63286

Further to your request, the Payout quotation is as set out below:

Payout:	\$268,115.80
GST/HST:	\$0.00
PST:	\$0.00
Arrears:	\$56,454.44
Total Buyout (CDN):	\$324,570.24

Effective Date*: 01/12/2024
Valid Until**: 01/31/2024
Daily Per Diem Fee***: \$0.00 + Applicable Taxes

***This quote assumes all payments, up to the "effective date," are made and not returned.**

**Please notify your contact named above no less than two business days prior to the valid until date to confirm that you will be proceeding with this payout quote.

***The daily per diem fee must be added to the total buyout for each day that passes from the valid until date.

If you wish to proceed with this transaction, please provide Dynamic with a wire transfer, certified cheque or bank draft made payable to Dynamic Capital Equipment Finance Inc. All cheques and bank drafts should be mailed to:
208 - 1824 Gordon Drive Kelowna, BC V1Y 0E2

All wire transfers should be wired to:
SWIFT Code: HKBCCATT
Institution #: 0016
Transit #: 10099
Account #: 301032002
HSBC Bank Canada
10250 101 Street

***Please note, funds received by EFT or Cheques are held for 10 Business Days, to ensure the payout is processed in a timelier manner, please send funds via Wire Transfer. ***

Authorized Signature: _____

Third Party Buyout

☐ I authorize the funds to be sent by a third party

Upon receipt by Dynamic Capital Equipment Finance Inc of payment in full by certified cheque, bank draft or wire transfer and confirmation of cross collateral agreements, this lease will be terminated and/or security released where applicable. Any partial payment received will be applied against your account and you will continue to be liable for the balance owing.

Name of Third Party

Address

City, Province, Postal Code

Telephone Number

(Please note additional paperwork will be provided based off the information entered above)

CONFIDENTIALITY CAUTION AND DISCLAIMER

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at (780) 538-4492.

To Lessee/Borrower: Skeena Sawmills Ltd.

Client "DCEFI" Contact: Dustin White
For questions of concerns please contact the name noted as your DCEFI Contact named above.

Date: 01/12/2024
Subject: Full Payout

Dynamic Capital Contract Number: 27SSA00644
Equipment Description:

Cash Collateral S/N
2018 Ram 2500 Tradesman 4x4 Crewcab Pickup Truck S/N 3C6TR5CT4JG273565
2018 Ram 2500 Tradesman 4x4 Crewcab Pickup Truck S/N 3C6TR5CT6JG273566
2013 Caterpillar 980K Log Loader c/w WBMM33 Log Grapple s/n 1W45785-1 S/N CAT0980KCW7K01406
2011 Caterpillar 950H Forklift S/N CAT0950HTJAD01002
2004 Caterpillar 924G Forklift c/w Mast S/N M2S15W160LV02-HD S/N CAT0924GCRTA00221
2011 Chevrolet Silverado 2500HD 4x4 Crewcab Pickup Truck S/N 1GC1KVCG5BF263802
2011 Chevrolet Silverado 2500HD 4x4 Crewcab Pickup Truck S/N 1GC1KVCG5BF256025
2013 Chevrolet 2500HD 4x4 Regcab Pickup Truck S/N 1GT02ZCGXDZ140209
2013 GMC 2500HD 4x4 Regcab Pickup Truck S/N 1GT02ZCG2DZ163547
2012 Hyundai 110D-7E Forklift S/N HHKHFT05KC0000188
2010 Doosan D90S-5 Forklift S/N PA-00818
2012 Taylor TX330M Forklift S/N S-GE-37856
2013 Hyundai H160D-7E Forklift S/N HHKHFT08HD0000955

Further to your request, the Payout quotation is as set out below:

Payout:	\$174,356.35
GST/HST:	\$0.00
PST:	\$0.00
Arrears:	\$47,651.49
Total Buyout (CDN):	\$222,007.84

Effective Date*: 01/12/2024
Valid Until**: 01/31/2024
Daily Per Diem Fee***: \$0.00 + Applicable Taxes

***This quote assumes all payments, up to the "effective date," are made and not returned.**

**Please notify your contact named above no less than two business days prior to the valid until date to confirm that you will be proceeding with this payout quote.

***The daily per diem fee must be added to the total buyout for each day that passes from the valid until date.

If you wish to proceed with this transaction, please provide Dynamic with a wire transfer, certified cheque or bank draft made payable to Dynamic Capital Equipment Finance Inc. All cheques and bank drafts should be mailed to:
208 - 1824 Gordon Drive Kelowna, BC V1Y 0E2

All wire transfers should be wired to:
SWIFT Code: HKBCCATT
Institution #: 0016
Transit #: 10099
Account #: 301032002
HSBC Bank Canada
10250 101 Street

***Please note, funds received by EFT or Cheques are held for 10 Business Days, to ensure the payout is processed in a timelier manner, please send funds via Wire Transfer. ***

Authorized Signature: _____

Third Party Buyout

CONFIDENTIALITY CAUTION AND DISCLAIMER

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at (780) 538-4492.

Upon receipt by Dynamic Capital Equipment Finance Inc of payment in full by certified cheque, bank draft or wire transfer and confirmation of cross collateral agreements, this lease will be terminated and/or security released where applicable. Any partial payment received will be applied against your account and you will continue to be liable for the balance owing.

☐ I authorize the funds to be sent by a third party

Name of Third Party

Address

City, Province, Postal Code

Telephone Number

(Please note additional paperwork will be provided based off the information entered above)

CONFIDENTIALITY CAUTION AND DISCLAIMER

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at (780) 538-4492.

This is Exhibit "O" referred to in the
Affidavit of JOHN WARREN

Sworn before me this 11 day
of January, 2024



A Notary Public in and for
the Province of British Columbia

AARON DOW
Barrister • Solicitor
LAWSON LUNDELL LLP
1800 - 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

Michelle Qu

From: Ryan Quinlan
Sent: September-26-23 3:52 PM
To: 'Mishaal Gill'
Cc: Kibben Jackson
Subject: RE: [EXT] RE: 1392752 B.C. Ltd. v. Skeena Sawmills Ltd. et al.
Attachments: SIGNED - Letter to Receiver re proposal for release of assets - Sept. 26, 2023 - 4160-0751-7514 v1.pdf

Hi Kibben and Mishall,

Please find the attached. I am happy to further discuss once you have had an opportunity to review and consider.

Thank you,

Ryan

From: Mishaal Gill <mgill@fasken.com>
Sent: Thursday, September 21, 2023 6:03 PM
To: Ryan Quinlan <rquinlan@dcllp.com>; Noor Mann <nmann@lawsonlundell.com>
Cc: Linda Alexander <lalexander@lawsonlundell.com>; Kimia Jalivand <kjalilvand@lawsonlundell.com>; Kibben Jackson <kjackson@fasken.com>; Bryan Gibbons <bgibbons@lawsonlundell.com>
Subject: RE: [EXT] RE: 1392752 B.C. Ltd. v. Skeena Sawmills Ltd. et al.

Hi Ryan,

The directions of Madame Justice Blake were to file requisition to hold dates for following hearings:

The October 6th date is to hold a 1 hour slot for a *potential* hearing shall any of the parties feel the need to return to court upon receiving and considering the Receiver's Report, which will be prepared after the Receiver has had a chance to visit the site and inspect the Companies' records. This hearing will only occur if any of the parties are of the view that the Receiver's proposed budget or plan for the administration of the Receivership need to be addressed in front of the Court. We will have a clearer view of whether this application will take place once the Receiver's Report has been finalized.

The October 30th hearing will be a more fulsome hearing where the Receiver will attend Court to provide an update on the administration of the Receivership and *may* seek an increase in the limits of its approved borrowings. It is set for a day, although it will like be less than that.

CAT did not file any response materials, however counsel spoke briefly about its equipment being carved out of the Receivership order, which is addressed at paragraph 22 of the Order.

Happy to discuss,

Thanks,

Mishaal Gill
Associate

DUNCAN CRAIG

LAWYERS MEDIATORS

Our File: 445-215646

Your File:

Lawyer:

Telephone:

Email:

Fax:

Ryan Quinlan

780.441.4336

rquinlan@dcllp.com

780.428.9683

September 26, 2023

SENT VIA EMAILS: kjackson@fasken.com and mgill@fasken.com

Fasken Martineau DuMoulin LLP
Suite 2900, 550 Burrard Street
Vancouver, BC V6C 0A3

Attention: Kibben Jackson and Mishaal Gill

Dear Sir/Madam:

Re: Receivership of Skeena Sawmills Ltd. et al.

I confirm that we are counsel for Dynamic Capital Equipment Finance Inc. ("Dynamic"), a secured creditor of Skeena Sawmills Ltd. ("SSL"), Skeena Bioenergy Ltd. ("SBL") and Roc Holdings Ltd. ("RHL") (collectively the "Skeena Companies").

Pursuant to the Loan Agreement and Specific Security Agreement dated July 29, 2021 (the "July Loan and Security Agreement"), Dynamic is a secured creditor of SSL in respect of the following equipment:

2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK	S/N 3C6TR5CT4JG273565
2018 RAM 2500 TRADESMAN 4X4 CREWCAB PICKUP TRUCK	S/N 3C6TR5CT6JG273566
2013 CATERPILLAR 980K LOG LOADER CAN WBMM33 LOG GRAPPLE S/N 1W45785-1	S/N CAT0980KCW7K01406
2012 CATERPILLAR 980K LOG LOADER C/W CWS LOG GRAPPLE	S/N CAT0980KCW7K01351
2011 CATERPILLAR 950H FORKLIFT	S/N CAT0950HTJAD01002
2004 CATERPILLAR 924G FORKLIFT C/W MAST S/N M2S15W160LV02-HD	S/N CAT0924GCRTA00221
2012 TAYLOR TX330M FORKLIFT	S/N S-GE-37856
2013 HYUNDAI H160D-7E FORKLIFT	S/N HHKHFT08HD0000955
2012 HYUNDAI 110D-7E FORKLIFT	S/N HHKHFT05KC0000188
2010 DOOSAN D90S-5 FORKLIFT	S/N PA-00818

www.dcllp.com
Tel 780 428 6036 ■ Toll Free 1 800 782 9409 ■ Fax 780 428 9683
#2800, 10060 Jasper Ave, Edmonton, Alberta T5J 3V9

4161-3006-2154.v1

Duncan Craig LLP

September 26, 2023

Page 2

2013 CHEVROLET 2500HD 4X4 REGCAB PICKUP TRUCK	S/N 1GT02ZCGXDZ140209
2013 GMC 2500HD 4X4 REGCAP PICKUP TRUCK	S/N 1GT02ZCG2DZ163547
2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB PICKUP TRUCK	S/N 1GC1KVC5BF263802
2011 CHEVROLET SILVERADO 2500HD 4X4 CREWCAB PICKUP TRUCK	SIN 1GC1KVC5BF256025

Pursuant to the Loan Agreement and Specific Security Agreement dated August 17, 2021 the ("August Loan and Security Agreement"), Dynamic is a secured creditor of SSL in respect of a 1999 Optimil Canter Line bearing serial number 63286, complete with double length infeed, log turner, 4 sided canter, spline remover, horizontal quad arbor edger, vertical double arbour edger and hydraulic power units.

Dynamic is the first priority secured creditor on all of the above assets. Attached is a copy of the applicable PPR search results.

Attached are copies of the applicable loan agreements, security agreements, guarantees, subordination agreements and related documentation in respect of Dynamic's claims or positions vis-a-vis the Skeena Companies (and Xiao Peng Cui for the purposes of the Subordination Agreements) for the purposes of a security opinion and consideration of the below proposal.

As at September 21, 2023, SSL remained indebted to Dynamic pursuant to the July Loan and Security Agreement in the amount of \$211,062.95, plus any further accrued interest and costs on a solicitor and own client full indemnity basis.

As at September 21, 2023, SSL remained indebted to Dynamic pursuant to the August Loan and Security Agreement in the amount of \$321,738.96, plus any further accrued interest and costs on a solicitor and own client full indemnity basis.

On behalf of Dynamic, we hereby request that the above described equipment, which are subject of Dynamic's security documents, be released by the Receiver so that Dynamic may deal with its assets outside the scope of the receivership. Dynamic does not wish, nor consent to, the Receiver's fees being applied to and allocated against Dynamic's assets.

I appreciate that you are just getting up to speed on this file, and have numerous tasks to undertake. In the hope of obtaining a prompt release of Dynamic's equipment, I can confirm that Dynamic would be agreeable to the following terms with the Receiver:

- 1) Dynamic's equipment as described above will be released from the receivership (or Dynamic will be granted leave to enforce its security and claim against the debtors in respect of the equipment) on the understanding that the Receiver will not take any active steps to locate, market or sell the equipment;
- 2) Dynamic shall be solely responsible for locating and seizing its equipment;
- 3) upon the seizure of Dynamic's equipment, it shall notify the Receiver of such seizure and the Receiver or its agent may intend to inspect the equipment, if desired;

Duncan Craig LLP

September 26, 2023

Page 3

- 4) Dynamic shall be solely responsible for selling its equipment and sale terms and prices of its equipment shall be agreed to by Dynamic within its sole discretion;
- 5) upon sales of its equipment have occurred, Dynamic shall notify the Receiver of the details of the sale, and shall provide copies of the documentation in respect of such sales to the Receiver;
- 6) Dynamic shall be held to retain from the sale proceeds of its collateral secured under the July Loan and Security Agreement up to the sums necessary to satisfy in full all amounts owed to Dynamic under that agreement, including any applicable interest and costs, plus all seizure, storage, sale and garage keeper payout (if any) costs incurred by Dynamic, and any further amounts received beyond what is necessary to satisfy Dynamic's claim in full shall be paid over to the Receiver for the benefit of the estate;
- 7) Dynamic shall be held to retain from the sale proceeds of its collateral secured under the August Loan and Security Agreement up to the sums necessary to satisfy in full all amounts owed to Dynamic under that agreement, including any applicable interest and costs, plus all seizure, storage, sale and garage keeper payout (if any) costs incurred by Dynamic, and any further amounts received beyond what is necessary to satisfy Dynamic's claim in full shall be paid over to the Receiver for the benefit of the estate; and
- 8) no costs of the receivership or the Receiver's charges or Receiver's borrowing shall apply in respect of the equipment and Dynamic (at least in so far as its secured claim is concerned).

We are hoping that this release, in the terms suggested above, will not be an issue for the Receiver, as given that any equity beyond what is owed to Dynamic shall be paid over to the Receiver for the benefit of the estate.

However, please do not hesitate to contact me if you have any questions or concerns or would like to discuss.

I look forward to hearing from you.

Yours truly,

DUNCAN CRAIG LLP

Per:



RYAN QUINLAN

RQ/mq

Enclosures

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
Canada

T +1 604 631 3131
+1 866 635 3131
F +1 604 631 3232
fasken.com

October 20, 2023
File No.: 285937.00017/15053

Kibben Jackson
Direct Line / Fax +1 604 631 4786
kjackson@fasken.com

By Email

Duncan Craig LLP
#2800, 10060 Jasper Avenue
Edmonton, AB T5J 3V9

Attention: Ryan Quinlan

Dear Sirs/Mesdames:

**Re: In the Matter of the Receivership of Skeena Sawmills Ltd., Skeena Bioenergy Ltd.
and ROC Holdings Ltd. (collectively, the “Skeena Group”)
BCSC Action No. S-236214, Vancouver Registry (the “Receivership Proceedings”)**

We are legal counsel for Alvarez & Marsal Canada Inc. (the “Receiver”) in its capacity as court-appointed receiver of the assets and undertakings of the Skeena Group in the Receivership Proceedings. We write in response to your letter of September 26, 2023. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in your letter.

The Receiver has now had a chance to obtain preliminary valuations of the equipment subject to your client’s security agreements. The Receiver is satisfied that there is likely no equity in the canter line that is the subject of the August Loan and Security Agreement. That equipment is currently in storage. The Receiver is fine if your client wants to take possession of and remove the canter line. Alternatively, the Receiver is prepared to endeavour to sell the canter line for your client, though in that case your client would bear the costs of that exercise along with ongoing storage costs.

As to the equipment that is the subject of the July Loan and Security Agreement, the Receiver believes there is sufficient equity in that equipment to make it worthwhile retaining and selling that equipment in the receivership. The expectation is that your client will be paid in full the amount owing under the July Loan and Security Agreement from the proceeds of sale such that the court-ordered charges granted in the Receivership Proceedings would therefore only attach to the equity in the equipment.

We trust the foregoing addresses your client’s concerns as set out in your letter.



FASKEN

We are, of course, happy to discuss this matter further if that is of interest to you.

Sincerely,

FASKEN MARTINEAU DuMOULIN LLP

DocuSigned by:

BD7B38A852254F2...

Kibben Jackson

Personal Law Corporation

KJ/

cc: Alvarez & Marsal Canada Inc. (attention: Anthony Tillman and Pinky Law)

