



Affidavit of Shawn Turkington #6
sworn December 20, 2023

No. S233209
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF SLP HOLDINGS LTD, STRUCTURLAM MASS
TIMBER CORPORATION, STRUCTURLAM MASS TIMBER US, INC.,
NATURAL OUTCOMES, LLC

APPLICATION OF SLP HOLDINGS LTD. UNDER SECTION 46 OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

APPLICANT

AFFIDAVIT

I, Shawn Turkington, of the City of Vancouver, Canada, SWEAR THAT:

1. I am the Interim Chief Financial Officer ("**CFO**") of the applicant SLP Holdings Ltd. ("**SLP**") the Court-appointed Foreign Representative of the Debtors (in such capacity, the "**Foreign Representative**"). I am also the Interim CFO of Structurlam Mass Timber Corporation formerly SLP Operations Ltd. (together, "**SMTC**") and Structurlam Mass Timber US, Inc. ("**SMTU**") (and together with Natural Outcomes LLC ("**NOLLC**"), SLP, SMTC and SMTU, the "**Debtors**"). I have served as Interim CFO of SLP, SMTU, and SMTC since January 2023. As such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I am authorized to swear this affidavit as a corporate representative of the Foreign Representative. This Affidavit is filed with this Honourable Court in this recognition proceedings (the "**Recognition Proceedings**") by the Debtors and SLP, as foreign representative of the Debtors under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of the cases commenced by

the Debtors (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**US Bankruptcy Code**") before the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**").

Relief Requested

3. This affidavit is sworn in support of an application pursuant to Part IV of the CCAA for an Order recognizing and giving full effect in Canada to the following order granted by the US Bankruptcy Court on December 19, 2023:
 - (a) *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc. et al.* (the "**Confirmation Order**").
4. For the purpose of this Application, the substantive and continuing background to the Chapter 11 Cases and Recognition Proceedings is set out in my affidavits sworn on April 26, 2023 (the "**April 26 Affidavit**"), May 11, 2023 (the "**May 11 Affidavit**"), June 19, 2023 (the "**June 19 Affidavit**"), October 19, 2023 (the "**October 19 Affidavit**"), November 10, 2023 (the "**November 10 Affidavit**") and together with the April 26 Affidavit, the May 11 Affidavit, the June 19, 2023, the October 19, 2023 "**Affidavits**") in the Recognition Proceedings.
5. In this Application, SLP and the Debtors are relying upon:
 - (a) the Affidavits;
 - (b) the additional evidence submitted in this Affidavit in support of the Confirmation Order;
 - (c) the Fifth Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer of the Debtors (in such capacity, the "**Information Officer**") to be filed; and
 - (d) any other evidence submitted in these Recognition Proceedings.

Background and Progress of the Recognition Proceedings

6. Until the closing of the asset sale transaction described below, the Debtors were a leading manufacturer of mass timber and ground protection solutions used in construction and

industrial markets out of facilities based in Penticton, Okanagan Falls and Oliver, British Columbia and Conway, Arkansas.

7. In or about the end of 2022 and the beginning of 2023 the Debtors faced significant operational and liquidity challenges, and as a result of these challenges, in January 2023, the Debtors ultimately determined that there was insufficient liquidity to continue to operate the US Facility in Conway, Arkansas.
8. On April 21, 2023 the Debtors commenced the Chapter 11 Cases by filing voluntary petitions under chapter 11 of title 11 of the Bankruptcy Code in the US Bankruptcy Court.
9. On April 26, 2023, pursuant to certain First Day Motions filed by the Debtors in the Chapter 11 Cases, the US Bankruptcy Court granted certain interim and/or final orders, including an order authorizing SLP to act as the foreign representative for the purpose of the Recognition Proceedings.
10. On April 27, 2023, the Honourable Justice Fitzpatrick of this court granted: (a) an Initial Recognition Order, among other things: (i) recognizing SLP as the "foreign representative", (ii) the Chapter 11 Cases of SLP and SMTC as "foreign non-main proceedings", (iii) and the Chapter 11 Cases of SMTU and NOLLC as "foreign main proceedings", each as defined in section 45 of the CCAA; and (b) the Supplemental Recognition Order, among other things: (i) recognizing various orders of the US Bankruptcy Court, (ii) ordering a stay of proceedings in Canada in respect of the Debtors until June 1, 2023 (the "**Stay Period**"); and (iii) appointing Alvarez & Marsal Canada Inc. as Information Officer in respect of the Recognition Proceedings.
11. On May 16, 2023 the Honourable Justice Fitzpatrick granted a recognition of bidding procedures order recognizing an order granted on May 8, 2023 by the US Bankruptcy Court which order, among other things: (i) approved bidding procedures; (ii) approved stalking horse protections and the Debtors' entry into a stalking horse purchase agreement; (iii) scheduled the bid deadlines and the auction; (iv) scheduled hearings and objection deadlines with respect to the sale; (v) approved the form and manner of notice thereof; (vi) approved contract assumption and assignment procedures; and (vii) granted related relief. In addition the Stay Period was extended up to and including June 30, 2023.

12. On June 1, 2023 the Honourable Justice Fitzpatrick granted an order recognizing certain Second Day Orders granted in the Chapter 11 Cases including, among other things an Order dated May 25, 2023, granted by the US Bankruptcy Court in the Chapter 11 Cases establishing bar dates and related procedures for filing proofs of claim (including for administrative expense claims arising under section 503(b)(9) of the United States Bankruptcy Code) and approving the form and manner of notice; and
13. Further, on June 1, 2023 the Honourable Justice Fitzpatrick granted an approval and vesting order which, among other things:
 - (a) recognized the Final Sale Order granted by the US Bankruptcy Court on May 30, 2023 authorizing, among other things, the sale of the Debtors' assets free and clear of all liens, claim, interest and encumbrances; and
 - (b) approved the sale transaction contemplated by the Asset Purchase Agreement dated April 21, 2023 as amended (the "**Sale Agreement**") between the Debtors and Mercer International Inc..
14. The transaction contemplated by the Sale Agreement closed on June 15, 2023.
15. The Debtors repaid all amounts due to the Bank of Montreal under both the pre-petition credit agreement and the interim (debtor in possession) financing.
16. On June 21, 2023 the Honourable Justice Fitzpatrick granted an order extending the Stay Period up to and including October 31, 2023.
17. Further, on June 21, 2023 the Honourable Justice Fitzpatrick granted an order declaring that pursuant to subsections 5(1)(b)(iv) and 5(5) of the Wage Earner Protection Program Act (Canada), S.C. 2005, c. 47, s. 1 ("**WEPPA**") , Structurlam Mass Timber Corporation ("SMTC") and its employees, upon termination, meet the criteria prescribed by Section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222 and each of SMTC's employees are eligible, or will be eligible upon termination, to receive payments under and in accordance with WEPPA following the termination of their employment.
18. On October 31, the Honourable Justice Fitzpatrick granted an order extending the Stay Period up to and including January 31, 2024.

19. On November 17, 2023, the Honourable Justice Fitzpatrick granted an order recognizing the following Orders of the U.S. Bankruptcy Court:
- (a) Order dated November 9, 2023, (i) conditionally approving combined disclosure statement and plan for solicitation purposes only, (ii) establishing procedures for solicitation and tabulations of votes to accept or reject combined disclosure statement and plan, (iii) approving the form of ballot and solicitation materials, (iv) establishing voting record date, (v) fixing the date, time and place for the confirmation hearing and the deadline for filing objections thereto, and (vi) approving related shortened notice procedures (the **"Solicitation Order"**); and
 - (b) Order dated November 9, 2023, pursuant to section 1121(d) of the Bankruptcy Code, further extending the exclusive periods within which the Debtors may file a chapter 11 plan and solicit acceptances.

Confirmation of Disclosure Statement and Chapter 11 Plan of Liquidation

20. On October 17, 2023 the Debtors' filed a combined disclosure statement and chapter 11 plan of liquidation (the **"Combined DS and Plan"**). The Combined DS and Plan is a liquidating plan that provides for distribution to creditors, and for the administration of the Debtors' remaining interest in property.
21. On November 8, 2023 the Debtors' filed a first amended combined disclosure statement and chapter 11 plan of liquidation (the **"Amended Combined DS and Plan"**).
22. On November 9, 2023, the US Bankruptcy Court entered the Solicitation Order. As stated above, the Solicitation Order was recognized by the Honourable Justice Fitzpatrick on November 17, 2023.
23. The Solicitation Order, among other things, set dates related to approval of the Combined DS and Plan, including the combined hearing to consider confirmation and approved various solicitation procedures.
24. On December 5, 2023, the Debtors filed a plan supplement (the **"Plan Supplement"**) in support of, and in accordance with, the Amended Combined DS and Plan. The Plan Supplement includes the "Liquidating Trust Agreement" and the "Identity of the Liquidating

Trustee – Heather Barlow” as exhibits. The Plan Supplement is hereto attached as **Exhibit “A”**.

25. On December 14, 2023, the Debtors filed a revised Amended Combined Plan and Disclosure Statement (the “**Revised Amended Combined Plan and DS**” or, the “**Plan**”). Attached hereto and marked as **Exhibit “B”** is a copy of the blackline comparison of the Amended Combined Plan and Disclosure Statement marked against the Revised Amended Combined Plan and DS that was filed with the US Bankruptcy Court.

Summary of the Plan

26. When referring to the Plan, capitalized terms used in this section and not otherwise defined herein shall have the meanings given to them in the Plan. Capitalized terms are defined in Ar. III.A of the Plan.
27. The following paragraphs summarize certain key provisions of the Plan, which is provided for the convenience of this Honourable Court and parties in interest. To the extent there is any conflict between the summary and the Plan, the Plan shall govern in all respects.
28. *The Plan.* The Plan contemplates a liquidating chapter 11 plan wherein: (i) Liquidating Trust Assets will be transferred to the Liquidating Trust; and (ii) after completing all of their fiduciary obligations, the Debtors will be dissolved. The Liquidating Trust Assets will be administered and distributed as soon as practical pursuant to the terms of the Plan and the Liquidating Trust Agreement.
29. *Effective Date.* The Effective Date shall not occur until the conditions for the Effective Date of Article X.B. are satisfied or otherwise waived in accordance with the terms of the Plan. Upon the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date.
30. *Conditions.* The following is the list of conditions precedent to the Effective Date:
- (a) The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall be a Final Order;
 - (b) The Canadian Court shall have issued the Canadian Recognition Order re Confirmation and it shall be a Final Order;

- (c) The Liquidating Trust Agreement shall be executed and the Liquidating Trustee shall have been appointed and accepted such appointment; and
- (d) The Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with Article XIII therein.
31. *Classes of Creditors.* Further information on the classes of creditors can be found in page 28 of Plan. The following are the classes of creditors:
- (a) Class 1 – Other Secured Claims;
- (b) Class 2 – Priority Claims;
- (c) Class 3A – SMTU General Unsecured Claims;
- (d) Class 3B – SLP General Unsecured Claims;
- (e) Class 3C – SMTC General Unsecured Claims;
- (f) Class 4 – Equity Interests;
32. *Treatment of Classes of Creditors.* The following chart, taken from the Plan, summarized the classification and treatment of the Classes:

Class	Estimated Claims (USD\$)	Treatment	Estimated Recovery to Holders of Allowed Claims
Class 1 – Other Secured Claims	\$0	Unimpaired, deemed to accept	100%
Class 2 – Priority Claims	\$41,770	Unimpaired, deemed to accept	100%
Class 3A – SMTU General Unsecured Claims	\$99,780,470	Impaired, entitled to vote	21.1%
Class 3B – SLP General Unsecured Claims	\$80,687,555	Impaired, entitled to vote	0%
Class 3C – SMTC General Unsecured Claims	\$19,010,126	Impaired, entitled to vote	21.2%
Class 4 – Equity Interests	n/a	Impaired, entitled to vote	0%

33. *Releases.* The Plan contains releases by the Debtors and their estates and provisions related to injunction and exculpation. The Debtor's release provides that on the Effective Date, the Debtors and their estates will release potential claims and causes of action against the Released Parties. Further information on the releases, injunction and exculpation can be found on page 49 of the Plan.
34. *Liquidating Trust Agreement and Liquidating Trust.* On the Effective Date, the Liquidating Trust will be established pursuant to the Liquidating Trust Agreement. Upon the establishment of the Liquidating Trust, all Liquidating Trust Assets shall be deemed transferred to the Liquidating Trust. The purpose of the Liquidating Trust is marshaling and liquidating the Trust Assets, and among others, making Distributions in an expeditious and orderly manner in accordance with the Plan to the Liquidating Trust's beneficiaries.
35. The Debtors took the following steps to give notice of and solicit support for the Plan:
- (a) on October 17, 2023 Kurtzman Carson Consultants LCC, the noticing agent appointed by the US Bankruptcy Court (the "**Claims Agent**") served the service list (the "**Service List**") maintained in these proceedings with notice of the motion in support of the Solicitation Order and the Combined DS and Plan;
 - (b) on November 8, 2023 the Claims Agent served the Service list with the Amended Combined DS and Disclosure Statement and notice of filing of the blackline of Combined DS and Plan;
 - (c) on November 9, 2023 the Claims Agent served the Service List with, among other things, the entered Solicitation Order;
 - (d) on November 16, 2023 the Claims Agent served a solicitation package (the "**Solicitation Package**") on creditors entitled to vote on the Combined DS and Plan (as amended). The Solicitation Package included, among other things¹:
 - (i) the Combined Disclosure Statement and Plan;

¹ In this paragraph capitalized terms not otherwise defined herein have the meanings given to them in the Combined DS and Plan.

- (ii) the Interim Approval and Procedures Order (excluding the exhibits annexed thereto);
- (iii) Notice of (I) Plan Voting Deadline, (II) Plan Confirmation/Disclosure Statement Hearing and (III) Certain Related Matters (the "Confirmation Notice") (substantially in the form attached as Exhibit 2 to the Interim Approval and Procedures Order);
- (iv) a printed copy of the appropriate Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote:
 - (A) Class 3A Ballot (SMTU General Unsecured Claims); or
 - (B) Class 3B Ballot (SLP General Unsecured Claims); or
 - (C) Class 3C Ballot (SMTC General Unsecured Claims); or
 - (D) Class 4 Ballot (Equity Interests).

36. The following table, taken from the Certification of Tabulation of Votes (as defined below), provides a summary of the total ballots received:

CLASS	TOTAL BALLOTS RECEIVED			
	Accept		Reject	
	AMOUNT (% of Amount Voted)	NUMBER (% of Number voted)	AMOUNT (% of Amount Voted)	NUMBER (% of Number Voted)
Class 3A – SMTU General Unsecured Claims	\$237,264.78 (100.00%)	14 (100.00%)	\$0.00 (0.00%)	0 (0.00%)
Class 3B – SLP General Unsecured Claims	\$0.00 (0.00%)	0 (0.00%)	\$0.00 (0.00%)	0 (0.00%)
Class 3C – SMTC General Unsecured Claims	\$1,260,573.59 (82.35%)	28 (96.55%)	\$270,177.60 (17.65%)	1 (3.45%)
Class 4 – Equity Interests	59,374,537 (100.00%)	2 (100.00%)	0 (0.00%)	0 (0.00%)

37. From the above table, three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity


Interest) have voted in favor of confirmation. No votes were cast in Class 3B (SLP General Unsecured Claims).

38. On December 14, 2023, the certification with respect to the tabulation of votes on the Amended Combined DS and Plan was filed with the US Bankruptcy Court (the "**Certification of Tabulation of Votes**"). Attached hereto and marked as **Exhibit "C"** is a copy of the Certification of Tabulation of Votes.
39. On December 14, 2023, the Debtors filed the declaration of Matthew Karmel in support of the confirmation of the Amended Combined DS and Plan (the "**Confirmation Declaration**"). Attached hereto and marked as **Exhibit "D"** is a copy of the Karmel Declaration. Additionally, the Debtors also filed a memorandum of law in support of the Confirmation Order (the "**Memorandum of Law**"). Attached hereto and marked as **Exhibit "E"** is a copy of the Memorandum of Law.
40. At a hearing on December 19, 2023 the US Bankruptcy Court granted the Confirmation Order confirming the Revised Amended Combined Plan and DS. Attached hereto and marked as **Exhibit "F"** is a copy of the Confirmation Order.

Conclusion

41. For the foregoing reasons, I believe that the Plan is in the best interests of the Debtors and their estates.
42. Accordingly, for the reasons stated herein and, in the Application, I believe that recognition of the Confirmation Order and the provision of the other relief by this Honourable Court that is described in this Affidavit, is necessary for the protection of the Canadian Debtors' property and in the interests of their Creditors and other stakeholders.

SWORN BEFORE ME at Vancouver, BC, on)
December 20, 2023.)


A Commissioner for taking Affidavits within)
British Columbia)


SHAWN TURKINGTON

MANUEL DOMINGUEZ
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This is Exhibit "A" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.



A Commissioner for taking Affidavits in British Columbia

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S.,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

Related Docket No. 450

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) have filed the plan supplement (the “**Plan Supplement**”) attached hereto in support of the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [D.I. 450] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “**Plan**”).

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents, as may be modified, amended or supplemented from time to time:

Exhibit A — Liquidating Trust Agreement

Exhibit B — Identity of the Liquidating Trustee – Heather Barlow

PLEASE TAKE FURTHER NOTICE the documents contained in the Plan Supplement are not final, are subject to ongoing review and change, and remain subject to approval in accordance with the Plan. All agreements contained in the Plan Supplement are “in the form of” and subject to ongoing review and change and remain subject to approval in accordance with the Plan. The Debtors reserve all rights, with the consent of any applicable counterparties to the extent required under the Plan, to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of the Plan Supplement documents, the Debtors will file a blackline with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect same.

PLEASE TAKE FURTHER NOTICE that the forms of the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.



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documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing (the “**Confirmation Hearing**”) will be held before the Honorable Craig T. Goldblatt in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 3rd Floor, Court Room 7, Wilmington, Delaware 19801, on **December 19, 2023, at 11:00 a.m. (prevailing Eastern Time)**, to consider confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **December 12, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

- i. counsel for the Debtors, *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn:* William E. Chipman, Jr., Esquire (chipman@chipmanbrown.com) and Mark D. Olivere, Esquire (olivere@chipmanbrown.com));
- ii. the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (*Attn:* Benjamin A. Hackman (Benjamin.a.hackman@usdoj.gov)); and
- iii. counsel to the Official Committee of Unsecured Creditors, *Buchalter*, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-1730 (*Attn:* Julian Gurule, Esquire (jgurule@buchalter.com)); and *Morris, Nichols, Arsht & Tunnell LLP*, 1201 North Market Street, Wilmington, DE 19899-1347 (*Attn:* Matthew B. Harvey, Esquire (mharvey@morrisnichols.com)).

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Plan, Plan Supplement, or related documents, you should contact KCC, the voting and solicitation agent retained by the Debtors in these Chapter 11 Cases (the “**Voting Agent**”) by (a) calling (888) 647-1715 (U.S./ Canada) or (310) 751-2619 (International); and/or (b) visiting the Debtors’ restructuring website at <https://www.kccllc.net/structurlam>. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: <http://www.deb.uscourts.gov>.

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**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.
IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN
OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO OBTAIN
ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

Dated: December 5, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

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Debtors-in-Possession*

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S.,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

Related Docket No. 450

**PLAN SUPPLEMENT FOR THE FIRST AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF STRUCTURLAM
MASS TIMBER U.S., INC. *ET AL.***

The above-captioned debtors and debtors in possession (the “**Debtors**”) submit this plan supplement (this “**Plan Supplement**”) in support of, and in accordance with, the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc. et al.* [Docket No. 450] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “**Plan**”²). The documents contained in this Plan Supplement are integral to, part of, and incorporated by reference into the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed by the Bankruptcy Court, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

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This Plan Supplement contains the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

Exhibit A — Liquidating Trust Agreement

Exhibit B — Identity of the Liquidating Trustee – Heather Barlow

The Debtors and Committee have selected Heather Barlow to fill the role of trustee of the Liquidating Trust in accordance Article VIII.D of the Plan and the Liquidating Trust Agreement.

Certain documents, or portions thereof, contained or referenced in this Plan Supplement remain subject to continuing negotiations among the Debtors and parties in interest. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT A

LIQUIDATING TRUST AGREEMENT

This LIQUIDATING TRUST AGREEMENT (the “Agreement”) is made and entered into, as of _____, 2023, by and among: (i) Structurlam Mass Timber U.S., Inc.; Natural Outcomes, LLC; Structurlam Mass Timber Corporation; and SLP Holdings Ltd. (collectively, the “Debtors”), and (ii) Heather Barlow (the “Liquidating Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan (as hereinafter defined).

RECITALS

The Debtors each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on April 21, 2023, which are jointly administered under case number 23-10497 CTG (the “Chapter 11 Cases”).

On May 3, 2023, the U.S. Trustee appointed the Official Committee of Unsecured Creditors in the Chapter 11 Cases (the “Committee”), consisting of Simpson Strong-Tie Canada, Ltd. and TICOMTEC USA, Inc. On May 5, 2023, the U.S. Trustee appointed Broadhead Operating, d/b/a HMM Agency as the third member of the Committee.

On October __, 2023, the Debtors filed the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* ([as amended or modified from time to time,] the “Plan”) with the Bankruptcy Court. The Bankruptcy Court entered its order confirming the Plan on _____, 2023.

Under the terms of the Plan, as of the Effective Date of the Plan, the Liquidating Trust Assets, consisting of the Estate Causes of Action and the Trust Funding, will be transferred to and held by the Liquidating Trust created by this Agreement so that, among other things: (i) the Liquidating Trust Assets can be pursued and/or disposed of in an orderly and expeditious manner; (ii) objections to Claims can be pursued and Disputed Claims can be resolved; and (iii) Distributions can be made to the beneficiaries of the Liquidating Trust in accordance with the Plan.

This Liquidating Trust is established under and pursuant to the Plan which provides for the appointment of the Liquidating Trustee. The Liquidating Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

DECLARATION OF TRUST

The Debtors hereby absolutely assign to the Liquidating Trust and its successors and assigns, all right, title and interest of the Debtors and their Estates in and to the Liquidating Trust Assets upon the terms and subject to the conditions set forth herein and for the benefit of the beneficiaries of the Liquidating Trust, as and to the extent provided in the Plan, and for the performance of and compliance with the terms hereof and of the Plan. Upon termination of the Liquidating Trust in accordance with Article V hereof, this Agreement shall cease, terminate, and be of no further force and effect.

I. NAME; PURPOSE; LIQUIDATING TRUST ASSETS

1.1 Name of Trust. The trust created by this Agreement shall be known as the “Liquidating Trust” or the “Structurlam Liquidating Trust.”

1.2 Transfer of Liquidating Trust Assets. In accordance with the provisions of the Plan, on the Effective Date, the Debtors and their Estates shall be deemed to transfer, assign, and convey the Liquidating Trust Assets to the beneficiaries of the Liquidating Trust, followed by a deemed transfer by such beneficiaries to the Liquidating Trust, to be held by the Liquidating Trustee in trust for the Holders, from time to time, of Allowed Class 3A, Class 3B, Class 3C and Class 4 Claims as and to the extent provided in the Plan (such holders collectively, the “Trust Beneficiaries”), on the terms and subject to the conditions set forth herein and in the Plan.

1.3 Purposes. The purpose of the Liquidating Trust is marshaling and liquidating the Trust Assets, prosecuting any Estate Causes of Action transferred to the Liquidating Trust to maximize recoveries for the benefit of the Liquidating Trust’s beneficiaries, and making Distributions in an expeditious and orderly manner accordance with the Combined Disclosure Statement and Plan to the Liquidating Trust’s beneficiaries, pursuant to Revenue Procedure 94-45, 1994-2 C.B. 684, with no objective to continue or engage in the conduct of a trade or business in accordance with Treas. Reg. § 301.7701-4(d). The Liquidating Trust is intended to qualify as a “grantor trust” for federal income tax purposes and, to the extent permitted by applicable law, for state and local income tax purposes, with the Liquidating Trust’s beneficiaries treated as grantors and owners of the trust. The term of the Liquidating Trust will not exceed five years, unless court approval is obtained within the six months of the extended term. The term of the Liquidating Trust will automatically extend during the pendency of any motion to extend the term.

1.4 Acceptance by the Liquidating Trustee. The Liquidating Trustee is willing and hereby accepts the appointment to serve as Liquidating Trustee pursuant to this Agreement and the Plan and agrees to observe and perform all duties and obligations imposed upon the Liquidating Trustee by this Agreement and the Plan, including, without limitation, to accept, hold and administer the Liquidating Trust Assets and otherwise to carry out the purpose of the Liquidating Trust in accordance with the terms and subject to the conditions set forth herein.

1.5 Further Assurances. The Debtors and any successors in interest will, on request of the Liquidating Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Liquidating Trustee any portion of the Liquidating Trust Assets or to vest in the Liquidating Trust the powers or property hereby conveyed. The Debtors, for themselves and their predecessors and successors, disclaim any right to any reversionary interest in any of the Liquidating Trust Assets., but nothing herein will limit the right and power of the Liquidating Trustee to abandon any Liquidating Trust Assets to the Debtors in the event the Liquidating Trustee determines it is in the best interests of the Liquidating Trust and its beneficiaries to do so.

1.6 The Liquidating Trust Oversight Committee.

(a) As provided in section VIII. D.1 of the Plan, the Liquidating Trust oversight committee (the “Oversight Committee”) shall consist of three members that are existing creditors

of the Debtors' estates that are not Class 4 interest holders appointed by the Committee. On the Effective Date, the Oversight Committee members shall be Simpson Strong-Tie Canada, Ltd., Ticomtec USA, Inc. and Broadhead Operating, d/b/a HMH Agency. The Oversight Committee shall at all times consist of three members. In the event that any member of the Oversight Committee resigns or is otherwise unable to serve, the Liquidating Trustee shall appoint a new member, provided that any such new member shall be a holder of a Class 3A, 3B or 3C Claim. The Liquidating Trustee shall have authority to exclude any Oversight Committee member from any deliberations, or withhold any information from any Oversight Committee member, regarding matters affecting the Liquidating Trust or Liquidating Trust Assets in which such excluded member has a conflict of interest. The non-conflicted members of the Oversight Committee may overrule the Liquidating Trustee's decision to exclude or withhold information from a conflicted member by unanimous vote. Any Oversight Committee member that is excluded from deliberations or denied access to information under this Section may challenge the Liquidating Trustee's determination.

(b) On, or as soon as practicable after the Effective Date, the Oversight Committee shall elect a chair (the "Chair") and a vice-chair (the "Vice-Chair"). The Vice-Chair will serve in the Chair's stead in the case of absence.

(c) The Oversight Committee shall consult with the Liquidating Trustee from time to time on matters including, without limitation, objections to Claims, Estate Causes of Action, Distributions and other matters affecting the administration of the Liquidating Trust. The Liquidating Trustee shall consult with the Oversight Committee on all material decisions; provided, however, the Liquidating Trustee shall retain sole decision-making authority as trustee of the Liquidating Trust. The Oversight Committee shall have the power to remove the Liquidating Trustee only upon a showing of cause as decided by the Bankruptcy Court pursuant to a Final Order.

(d) Any member of the Oversight Committee may resign upon reasonable notice to the Liquidating Trustee, counsel for the Liquidating Trustee and other members of the Oversight Committee. Fourteen (14) days prior written notice shall constitute reasonable notice under this Section. Any member of the Oversight Committee may be removed by the Bankruptcy Court for cause.

(e) Members of the Oversight Committee shall have fiduciary duties to the Trust Beneficiaries in the same manner that members of an official committee of creditors appointed pursuant to section 1102 of the Bankruptcy Code have fiduciary duties to the constituents represented by such a committee and shall be entitled to indemnification (except for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing or malpractice) from the Liquidating Trust Assets in the same manner as the Liquidating Trustee for service as members of the Oversight Committee from and after the Effective Date of the Plan under or in connection with this Agreement. Except in the case of a violation of their fiduciary duties, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing or malpractice (which violation of fiduciary duties, bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing or malpractice must be determined by a final, non-appealable order of a court of competent jurisdiction), the Oversight Committee shall not be liable for any

loss or damage by reason of any action taken or omitted by them pursuant to the discretion, powers and authority conferred, or in good faith believed by the Oversight Committee to be conferred, on the Oversight Committee by this Agreement or the Plan.

(f) The Liquidating Trustee shall report to the Oversight Committee on at least a quarterly basis, or such other period as subsequently agreed to between the Oversight Committee and the Liquidating Trustee, as to the status of all material litigation, Claims objections, and all other material matters affecting the Liquidating Trust.

(i) [Reserved]

(g) [Reserved]

(h) The members of the Oversight Committee shall be entitled to (i) reasonable compensation in the amount of \$500 for attendance at and participation in each meeting of the Oversight Committee and (ii) reimbursement of actual, reasonable, and necessary out of pocket expenses incurred in the course of fulfilling their duties as an Oversight Committee member. All such compensation and reimbursement shall solely be made from the Liquidating Trust Assets.

1.7 Valuation of Liquidating Trust Assets. By no later than December 31, 2024, the Liquidating Trustee shall make or cause to be made a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available on an annual basis to the Trust Beneficiaries upon request, to the extent relevant, and used consistently by all parties (including the Debtors, the Liquidating Trustee and the beneficiaries of the Liquidating Trust, including Professional Fee Claims) including, for the avoidance of doubt, for all federal income tax purposes.

II. RIGHTS, POWERS AND DUTIES OF LIQUIDATING TRUSTEE

2.1 General. As of the Effective Date, the Liquidating Trustee shall take possession and charge of the Liquidating Trust Assets and, subject to the provisions hereof and in the Plan, shall have full right, power and discretion to manage the affairs of the Liquidating Trust. Except as otherwise provided herein and in the Plan, the Liquidating Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidating Trust and in furtherance of the purpose hereof and of the Plan and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidating Trustee to be consistent with and advisable in connection with the performance of the Liquidating Trustee's duties hereunder. On and after the Effective Date, the Liquidating Trustee shall have the power and responsibility to do all acts contemplated by the Plan to be done by the Liquidating Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Liquidating Trust Assets and the distribution of the proceeds thereof, as contemplated by the Plan, including, without limitation:

(a) To exercise all power and authority that may be or could have been exercised and take all actions that may be or could have been taken by the Debtors with like effect as if authorized, exercised and taken by unanimous action of the Debtors' partners, members, officers, directors and equity holders; including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtors, merger of any Debtor into another Debtor, the dissolution of any Debtor and the assertion or waiver of the Transferred Privileges;

(b) To open and maintain bank and other deposit accounts, escrows and other accounts, calculate and implement Distributions to beneficiaries of the Liquidating Trust as provided for or contemplated by the Plan and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves in accordance with the Plan and this Agreement, in the name of the Debtors or the Liquidating Trustee, even in the event of the dissolution of the Debtors;

(c) To make a good faith valuation of the Liquidating Trust Assets, as set forth herein;

(d) To object to any Claims (Disputed or otherwise) including, without limitation, the power to subordinate and recharacterize Claims by objection, motion, or adversary proceeding, and to defend, compromise and/or settle any Claims prior to or following objection and/or to seek Bankruptcy Court approval for any Claims settlement, to the extent thought appropriate by the Liquidating Trustee or to the extent such approval is required by prior order of the Bankruptcy Court; provided that, for the avoidance of doubt, the settlement, compromise, or resolution of any Claim objection in which the amount in controversy exceeds \$250,000 shall be submitted for approval by the Bankruptcy Court;

(e) To make decisions in consultation with the Oversight Committee, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust and to pay, from the Liquidating Trust Assets, the charges incurred by the Liquidating Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding up of the Debtors and implementation of the Plan, without application to the Bankruptcy Court;

(f) To cause, on behalf of the Liquidating Trust, the Debtors, and their Estates all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;

(g) To invest Cash in accordance with section 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidating Trustee in accordance with the investment and deposit guidelines set forth in section 2.4 of this Agreement;

(h) To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Liquidating Trustee thereunder;

(i) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization approved by the Oversight Committee, any assets that the Liquidating Trustee concludes are of no benefit to the Liquidating Trust beneficiaries or too impractical to distribute;

(j) To investigate (including pursuant to Bankruptcy Rule 2004), prosecute and/or settle any Estate Causes of Action (in consultation with the Oversight Committee), participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or

other non-judicial proceeding, litigate or settle such Estate Causes of Action on behalf of the Liquidating Trust and pursue to settlement or judgment such actions;

(k) To enter into, without Bankruptcy Court approval, the settlement of any Estate Cause of Action; provided that, any settlement, compromise, or resolution of any Estate Cause of Action in which the amount in controversy exceeds \$250,000 shall be submitted for approval by the Bankruptcy Court;

(l) To use Liquidating Trust Assets to purchase or create and carry all appropriate insurance policies, bonds, or other means of assurance and protection of the Liquidating Trust Assets and pay all insurance premiums and other costs the Liquidating Trustee deems necessary or advisable to insure the acts and omissions of the Liquidating Trustee, and if appropriate, the Oversight Committee;

(m) To maintain appropriate books and records (including financial books and records) to govern the liquidation and distribution of the Liquidating Trust Assets;

(n) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly post-confirmation financial reports for each of the Debtors until such time as such reports are no longer required, or the Bankruptcy Court orders otherwise, a final decree is entered closing the Chapter 11 Cases or the Chapter 11 Cases are converted or dismissed;

(o) To dissolve the Liquidating Trust if the Liquidating Trustee determines, in consultation with the Oversight Committee and its retained professionals, that the expenses of administering the Liquidating Trust so as to make a final Distribution are likely to exceed the value of the remaining Liquidating Trust Assets;

(p) To provide the Oversight Committee, within thirty (30) days after the end of the first full month following the Effective Date, and within twenty (20) days after the end of each quarter thereafter, or such other period as subsequently agreed to between the Oversight Committee and the Liquidating Trustee, a report setting forth: (i) the receipt and disposition by the Liquidating Trustee of property during such period, including the amounts, recipients, and dates of any Distribution; (ii) any Disputed Claims resolved by the Liquidating Trustee; (iii) all known material non-Cash assets of the Liquidating Trust remaining to be disposed of; (iv) the status of all Estate Causes of Action; (v) an itemization of all expenses the Liquidating Trustee anticipates will become due and payable within the subsequent quarter; and (vi) the Liquidating Trustee's forecast of Cash receipts and expenses for the subsequent quarter (the "Periodic Report"). Upon request by a Trust Beneficiary, the Liquidating Trustee shall provide such Trust Beneficiary with copies of the Periodic Reports on an ongoing basis, subject to: (i) withholding any portion(s) of such Periodic Reports that are subject to applicable privileges, if any; and (ii) such Trust Beneficiary's execution and delivery to the Liquidating Trustee of a reasonable and customary confidentiality agreement, agreeing to keep the Period Reports strictly confidential. The Liquidating Trustee shall also provide information about the activities of the Liquidating Trust on an informal basis as such recipients may reasonably request from time to time.

- (q) Incur any reasonable and necessary expenses in liquidating and converting the Liquidating Trust Assets to Cash;
- (r) To seek one or more final decrees closing the Chapter 11 Cases;
- (s) To be the representative of the Estates and successor of the Debtors for all purposes; and
- (t) To do all other acts or things consistent with the provisions of the Plan that the Liquidating Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

Other than the obligations of the Liquidating Trustee enumerated or referred to under this Agreement or the Plan, the Liquidating Trustee shall have no duties or obligations of any kind or nature respecting the implementation and administration of the Plan or this Agreement.

2.2 Costs. On and after the Effective Date, the Liquidating Trustee shall reserve Cash reserves from the Liquidating Trust Assets to be held in a Liquidating Trust wind-down fund (the “Trust Expenses Reserve”). The Trust Expenses Reserve shall be used to pay amounts due to, or projected for, the Liquidating Trustee pursuant to Section 2.8 hereof and the fees and expenses of any counsel, accountant, consultant or other advisor or agent retained by the Liquidating Trustee pursuant to this Agreement as well as other expenses of the winding up of the Debtors, including, without limitation, projected costs of prosecuting any Estate Causes of Action. In the event that amounts held in the Trust Expenses Reserve, together with any remaining Liquidating Trust Assets, are insufficient to make payments as provided in this Section 2.2, the Liquidating Trustee shall, unless reserves sufficient for such purpose have otherwise been made available from any other sources, have no obligation to make such payments.

2.3 Distributions.

(a) Generally. The Liquidating Trustee shall record and account for all proceeds received upon any disposition of Liquidating Trust Assets (after deduction therefrom of appropriate reserves as provided herein and in the Plan) for Distribution in accordance with the provisions of the Plan.

(b) Manner of Payment or Distribution. Following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Liquidating Trustee shall make continuing efforts to liquidate all Liquidating Trust Assets in accordance with the Plan and this Agreement, provided that the timing of all Distributions made by the Liquidating Trustee to Trust Beneficiaries shall be at the discretion of the Liquidating Trustee. If the Distribution shall be in Cash, the Liquidation Trustee shall distribute such Cash by wire, check, or such other method as the Liquidation Trustee deems appropriate under the circumstances.

(c) Delivery of Distributions. All Distributions under this Agreement to any Trust Beneficiary shall be made: (i) at the addresses set forth on the respective Proofs of Claim Filed by such Holders; (ii) at the addresses set forth in any written notice of address changes delivered to the Liquidating Trustee after the date of any related Proof of Claim; or (iii) at the address reflected in the Schedules if no Proof of Claim is filed and the Liquidating Trustee has not

received a written notice of a change of address. If a Distribution is returned as undeliverable, the Liquidating Trustee shall use reasonable efforts to determine such Trust Beneficiary's then-current address. If the Liquidating Trustee cannot determine, or is not notified of, a Trust Beneficiary's then-current address within ninety (90) days after the original Distribution date for such Trust Beneficiary, such Distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b). After such date, all unclaimed property or interest in property shall revert to the Liquidating Trust to be distributed in accordance with the terms of the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan, and the Claim of any other Trust Beneficiary to such property or interest in property shall be discharged and forever barred.

(d) Disputed Claims Reserve. On or after the Effective Date, the Liquidating Trustee shall reserve Cash for the treatment of Disputed Claims (the "Disputed Claim Reserve"). On each Distribution date after the Effective Date in which the Liquidating Trustee makes Distributions to Holders of Allowed Claims, the Liquidating Trustee shall retain on account of Disputed Claims an amount the Liquidating Trustee estimates is necessary to fund the Pro Rata share of such Distributions to Holders of Disputed Claims if such Claims were Allowed, with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Liquidating Trustee. Cash retained on account of such Disputed Claims shall be retained in the Disputed Claims Reserve for the benefit of the Holders of Disputed Claims pending a determination of their entitlement thereto under the terms of the Plan.

2.4 Limitations on Investment Powers of Liquidating Trustee. Funds in the Liquidating Trust shall be invested in demand and time deposits in banks or other savings institutions, or in other temporary, liquid investments, such as Treasury bills, consistent with the liquidity needs of the Liquidating Trust as determined by the Liquidating Trustee and the Oversight Committee, in accordance with section 345 of the Bankruptcy Code, unless the Bankruptcy Court otherwise requires.

2.5 Limits on Retained Cash. The Liquidating Trust may not receive or retain Cash or Cash equivalents in excess of an amount reasonably necessary to meet expenses, pay contingent liabilities (including Disputed Claims) and maintain the value of the Liquidating Trust Assets. Without limiting the foregoing, and subject to the terms of the Plan, the Liquidating Trustee shall distribute to the Trust Beneficiaries on account of their interests in the Liquidating Trust, at least annually, its net income plus all net proceeds from the sale of assets or the resolution of Estate Causes of Action, except that the Liquidating Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of the Liquidating Trust or to meet claims and contingent liabilities, which amount shall be used to fund the Trust Expenses Reserve and the Disputed Claim Reserve. Notwithstanding the foregoing, the Liquidating Trustee may, but is not required to, make distributions more frequently than on a quarterly basis.

2.6 Liability of Liquidating Trustee.

(a) Standard of Care. The Liquidating Trustee shall owe fiduciary duties to the Trust Beneficiaries under Delaware law.

(b) No Liability for Acts of Predecessors. No successor Liquidating Trustee shall be in any way responsible for the acts or omissions of any Liquidating Trustee in office prior

to the date on which such successor becomes the Liquidating Trustee, unless a successor Liquidating Trustee expressly assumes such responsibility.

(c) No Implied Obligations. The Liquidating Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Liquidating Trustee.

(d) Reliance by Liquidating Trustee on Documents or Advice of Counsel or Other Persons. Except as otherwise provided herein, the Liquidating Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by the Liquidating Trustee to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee also may engage and consult with legal counsel, accountants and other professionals for the Liquidating Trust and other agents and advisors and shall not be liable for any action taken or suffered by the Liquidating Trustee in reliance upon the reasonable advice of such counsel, agents or advisors. The Liquidating Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Liquidating Trust Assets.

(e) No Personal Obligation for Trust Liabilities. Persons dealing with the Liquidating Trustee, or seeking to assert Claims against the Debtors, shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee to any such Person in carrying out the terms of this Agreement, and neither the Liquidating Trustee nor its representatives shall have a personal or individual obligation to satisfy any such liability.

(f) Bankruptcy Court Approval of Liquidating Trustee Actions. Except as expressly provided in the Plan or otherwise specified in this Agreement, the Liquidating Trustee need not obtain the order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. Except as otherwise provided herein, the Liquidating Trustee shall exercise its business judgment for the benefit of the beneficiaries in order to maximize the value of the Liquidating Trust Assets and distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing, the Liquidating Trustee shall have the right to submit to the Bankruptcy Court any question or questions regarding which the Liquidating Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Liquidating Trust with respect to any issues related to the Liquidating Trust. The Bankruptcy Court shall retain jurisdiction and power for such purposes and shall approve or disapprove any such proposed action upon motion by the Liquidating Trustee.

2.7 Selection of Agents. Following consultation with the Oversight Committee, the Liquidating Trustee may engage any employee of the Debtors or other persons, and also may engage or retain brokers, banks, custodians, investment and financial advisors, attorneys, accountants and other advisors and agents, in each case without Bankruptcy Court approval. The Liquidating Trustee may pay the salaries, fees and expenses of such Persons from amounts in the Trust Expenses Reserve, or, if such amounts are insufficient therefor, out of the Liquidating Trust Assets or proceeds thereof. In addition, the parties acknowledge that Liquidating Trust Assets may be advanced to satisfy such salaries, fees and expenses, including any indemnification obligations due hereunder. The Liquidating Trustee shall not be liable for any loss to the Liquidating Trust or

any person interested therein by reason of any mistake or default of any such Person referred to in this Section 2.7 selected by the Liquidating Trustee in good faith and without either gross negligence or intentional malfeasance.

2.8 Liquidating Trustee's Compensation, Indemnification and Reimbursement.

(a) As compensation for services in the administration of this Liquidating Trust, the Liquidating Trustee and its professionals shall be compensated on normal and customary market terms. The Liquidating Trustee shall be compensated at an hourly rate of \$1,100 (subject to annual adjustments on July 1 of each year). The Liquidating Trustee shall also be reimbursed for all documented actual, reasonable and necessary out-of-pocket expenses incurred in the performance of duties hereunder.

(b) The Liquidating Trust shall indemnify and hold harmless the Liquidating Trustee and his or her professionals against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, settlements, judgments, costs, causes of action, or claims that the Liquidating Trustee or his or her professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve the Liquidating Trustee or his or her professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, self-dealing or malpractice (which bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, self-dealing or malpractice must be determined by a final, non-appealable order of a court of competent jurisdiction).

(c) The Liquidating Trustee is authorized to use Liquidating Trust Assets to obtain all reasonable insurance coverage for himself/herself, his/her agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Liquidating Trustee and his/her agents, representatives, employees or independent contractors under the Plan and this Agreement.

2.9 Tax Provisions.

(a) The Liquidating Trust is intended to qualify as a grantor trust for federal income tax purposes, and that the Trust Beneficiaries are treated as grantors. As described more fully in the Plan and the Disclosure Statement, the transfer of the Liquidating Trust Assets will be treated for federal income tax purposes as a transfer to the Trust Beneficiaries, followed by a deemed transfer from such Trust Beneficiaries to the Liquidating Trust, *provided, however*, that the Liquidating Trust Assets will be subject to any post-Effective Date obligations incurred by the Liquidating Trust relating to the pursuit of Liquidating Trust Assets. Accordingly, the Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes. Subject to Section 2.9(c)(iv), all items of income, gain, loss, deduction and credit will be included in the income of the Trust Beneficiaries as if such items had been recognized directly by the Trust Beneficiaries in the proportions in which they own beneficial interests in the Liquidating Trust.

(b) The Liquidating Trustee shall comply with all tax reporting requirements and, in connection therewith, the Liquidating Trustee may require Trust Beneficiaries to provide certain tax information as a condition to receipt of Distributions, including, without limitation, filing returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a)

(c)

(i) Under the guidelines set forth in Revenue Procedure 94-45, 1994-2 C.B. 684 and Treasury Regulation § 1.671-4(a), the Liquidating Trustee will file returns for the Liquidating Trust as a grantor trust.

(ii) Except to the extent definitive guidance from the Internal Revenue Service or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidating Trust as a Liquidating Trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as reasonably practicable after the Liquidating Trust Assets are transferred to the Liquidating Trust, the Liquidating Trustee shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time to all parties to this Agreement and to all Trust Beneficiaries, to the extent relevant to such parties for tax purposes, and shall be used consistently by such parties for all United States federal income tax purposes.

(iii) In accordance with the provisions of section 6012(b)(3) of the Internal Revenue Code of 1986, as amended, the Liquidating Trustee shall cause to be prepared, at the cost and expense of the Liquidating Trust, the corporate income tax returns (Federal, state and local) that the Debtors are required to file (to the extent such returns have not already been filed by the Effective Date). The Liquidating Trustee shall timely file each such tax return with the appropriate taxing authority and shall pay out of the Liquidating Trust Assets all taxes due with respect to the period covered by each such tax return. Prior to the Effective Date of the Plan, the Debtors hereby agree to furnish to the Liquidating Trustee all information required by the Liquidating Trustee, and generally to cooperate with the Liquidating Trustee, so as to enable the Liquidating Trustee to accurately and timely prepare such tax returns.

(iv) The Liquidating Trustee shall timely file all tax returns required to be filed with respect to the Disputed Claim Reserve, if any, on the basis that the Disputed Claim Reserve is a discrete trust pursuant to Section 641 et seq. of the Internal Revenue Code of 1986, as amended. The Liquidating Trustee shall pay from the Liquidating Trust Assets any taxes required to be paid with respect to the Disputed Claim Reserve's undistributed income or gains.

(d) Attribution of Income. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon

audit if not contested by the Liquidating Trustee), attribution of Liquidating Trust taxable income or loss shall be by reference to the manner in which any economic gain or loss would be borne immediately after a hypothetical Creditor distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the date the Liquidating Trust Assets are transferred to the Liquidating Trust, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(e) Current Basis. All income of the Liquidating Trust will be subject to tax on a current basis.

(f) Withholding. The Liquidating Trustee may withhold from the amount distributable from the Liquidating Trust at any time to any Trust Beneficiary such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges which have been or may be imposed on such Trust Beneficiary or upon the Liquidating Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any Distribution provided for by any law, regulation, rule, ruling, directive, or other governmental requirement. Any tax withheld shall be treated as distributed to the Trust Beneficiary for purposes of this Agreement.

(g) Tax Identification Numbers. The Liquidating Trustee may require any Trust Beneficiary to furnish to the Liquidating Trustee its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service or certify to the Liquidating Trustee's satisfaction that Distributions to the Trust Beneficiary are exempt from backup withholding. The Liquidating Trustee may condition any Distribution to any Trust Beneficiary upon receipt of such identification number. If after reasonable inquiry, any Trust Beneficiary fails to provide such identification number to the Liquidating Trustee, the Liquidating Trustee shall deem such Trust Beneficiary's Claim as disallowed and no Distribution shall be made on account of such Trust Beneficiary's Claim.

(h) Annual Statements. The Liquidating Trustee shall annually (for tax years in which Distributions from the Liquidating Trust are made) send to each Trust Beneficiary a separate statement setting forth the Trust Beneficiary's share of items of income, gain, loss, deduction or credit and all such holders shall report such items on their federal income tax returns.

(i) Notices. The Liquidating Trustee shall distribute such notices to the Liquidating Trust Beneficiaries as the Liquidating Trustee determines are necessary or desirable.

(j) Expedited Determination. The Liquidating Trustee may request an expedited determination of taxes of the Debtors or of the Liquidating Trust under Bankruptcy Code section 505(b) for all tax returns filed for, or on behalf of, the Debtors and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

2.10 Conflicting Claims. If the Liquidating Trustee becomes aware of any disagreement or conflicting Claims with respect to the Liquidating Trust Assets, or is in good faith doubt as to

any action that should be taken under this Agreement, the Liquidating Trustee may take any or all of the following actions as reasonably appropriate:

(i) to the extent of such disagreement or conflict, or to the extent deemed by the Liquidating Trustee necessary or appropriate in light of such disagreement or conflict, withhold or stop all further performance under this Agreement with respect to the matter of such dispute (except, in all cases, the safekeeping of the Liquidating Trust Assets) until the Liquidating Trustee is reasonably satisfied that such disagreement or conflicting Claims have been fully resolved; or

(ii) file a suit in interpleader or in the nature of interpleader in the Bankruptcy Court (or any other court of competent jurisdiction) and obtain an order requiring all Persons involved to litigate in the Bankruptcy Court their respective Claims arising out of or in connection with this Agreement; or

(iii) file any other appropriate motion for relief in the Bankruptcy Court (or any other court of competent jurisdiction).

2.11 Records of Liquidating Trustee. The Liquidating Trustee shall maintain accurate records of receipts and disbursements and other activity of the Liquidating Trust, and duly authorized representatives of the Oversight Committee and the Trust Beneficiaries shall have reasonable access to the records of the Liquidating Trust. On or after one year from the Effective Date, the books and records maintained by the Liquidating Trustee, as well as any and all other books and records of the Debtors, may be disposed of by the Liquidating Trustee, without notice or a filing with the Bankruptcy Court, at such time as the Liquidating Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Liquidating Trust or the Trust Beneficiaries, or upon the termination of the Liquidating Trust, provided, however, that the Liquidating Trustee shall not dispose or abandon any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their current or former officers or directors are a party, Estate Causes of Action, or General Unsecured Claims without further order of the Bankruptcy Court.

III. RIGHTS, POWERS AND DUTIES OF BENEFICIARIES.

3.1 Interests of Beneficiaries. The Trust Beneficiaries shall have beneficial interests in the Liquidating Trust Assets as provided in the Plan. The Trust Beneficiaries' proportionate interests in the Liquidating Trust Assets as thus determined shall be not be transferable, assignable, pledged or hypothecated, in whole or in part, except upon the death of the Trust Beneficiary or the operation of law.

3.2 Interests Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any Trust Beneficiary to any title in or to the Liquidating Trust Assets as such (which title shall be vested in the Liquidating Trustee) or to any right to call for a partition or division of Liquidating Trust Assets or to require an accounting.

IV. AMENDMENT OF TRUST OR CHANGE IN TRUSTEE.

4.1 Resignation of the Liquidating Trustee. The Liquidating Trustee may resign by an instrument in writing signed by the Liquidating Trustee and filed with the Bankruptcy Court with notice to the Oversight Committee, provided that the Liquidating Trustee shall continue to serve as such after resignation for thirty (30) days or, if longer, until the time when appointment of a successor shall become effective in accordance with Section 4.3 hereof, or as otherwise agreed with the Oversight Committee.

4.2 Removal of the Liquidating Trustee. The Oversight Committee may only remove the Liquidating Trustee upon a showing of cause and with approval pursuant to a Final Order of the Bankruptcy Court. Upon removal of the Liquidating Trustee by the Oversight Committee in accordance with this Section 4.2, the Liquidating Trustee shall be entitled to all compensation that has accrued through the effective date of termination but remains unpaid as of such date, which payment shall be made promptly from the Trust Expenses Reserve. For the purposes of this Agreement, “cause” shall mean (a) the willful and continued refusal by the Liquidating Trustee to perform the Liquidating Trustee’s duties as set forth herein; or (b) gross negligence, gross misconduct, fraud, embezzlement, or theft in connection with the Liquidating Trustee’s role under this Agreement and the Plan.

4.3 Appointment of Successor Liquidating Trustee. In the event of the death, resignation, termination, or removal of the Liquidating Trustee, the Oversight Committee may appoint a successor Liquidating Trustee with the approval of the Bankruptcy Court, which the parties acknowledge shall nevertheless retain jurisdiction to resolve any disputes in connection with the service of the Liquidating Trustee or any successor thereto. If the Oversight Committee fails to appoint a successor Liquidating Trustee within 30 days of the occurrence of a vacancy, any Trust Beneficiary or the outgoing Liquidating Trustee may petition the Bankruptcy Court for such appointment. Every successor Liquidating Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the predecessor Liquidating Trustee (if practicable) an instrument accepting such appointment and the terms and provisions of this Agreement, and thereupon such successor Liquidating Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Liquidating Trustee.

4.4 Continuity. Unless otherwise ordered by the Bankruptcy Court, the death, resignation, or removal of the Liquidating Trustee shall not operate to terminate or to remove any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Liquidating Trustee. In the event of the resignation or removal of the Liquidating Trustee, the Liquidating Trustee shall promptly execute and deliver such documents, instruments, final reports, and other writings as may be reasonably requested from time to time by the Bankruptcy Court, the Oversight Committee or the successor Liquidating Trustee.

4.5 Amendment of Agreement. This Agreement may be amended, modified, terminated, revoked or altered only upon order of the Bankruptcy Court.

V. TERMINATION OF TRUST

As provided in Section VIII. D.9 of the Plan, the Liquidating Trust shall be dissolved and the Liquidating Trustee shall be discharged, upon the earlier of the distribution of all of the Liquidating Trust Assets to the Trust Beneficiaries (or Interest Holders, if applicable) and the third anniversary of the creation of the Liquidating Trust, provided that the Liquidating Trustee shall, in its sole discretion, be authorized to extend the dissolution date up to the fifth anniversary of the creation of the Liquidating Trust with prior Bankruptcy Court approval. If warranted by the facts and circumstances involved in resolving any Estate Causes of Action, upon application to, and if approved by, the Bankruptcy Court upon a finding that such further extension is necessary, as permitted under Revenue Procedure 94-45 §2.06, for purposes of resolving such Estate Causes of Action and distributing the proceeds to Liquidating Trust's beneficiaries, the term of the Liquidating Trust may be further extended by the Liquidating Trustee for a specified, finite term, approved within the first six months of the beginning of the extended term.

VI. RETENTION OF JURISDICTION

Subject to the following sentence, the Bankruptcy Court shall have exclusive jurisdiction over the Liquidating Trust, the Liquidating Trustee and the Liquidating Trust Assets as provided in the Plan, including the determination of all controversies and disputes arising under or in connection with the Liquidating Trust or this Agreement. However, if the Bankruptcy Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter. All Trust Beneficiaries consent to the jurisdiction of the U.S. District Court for the District of Delaware and the state courts sitting in Delaware over all disputes related to this Agreement.

VII. MISCELLANEOUS

7.1 Applicable Law. The Liquidating Trust created by this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to principles of conflict of laws, but subject to any applicable federal law.

7.2 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

7.3 Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

7.4 Interpretation. Section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision hereof.

7.5 Savings Clause. If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

7.6 Entire Agreement. This Agreement and the Plan constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or therein. This Agreement together with the Plan supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Bankruptcy Court or specifically provided in this Agreement or in the Plan, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto, the Oversight Committee, and the Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

7.7 Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.

7.8 Notices.

(a) All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be deemed given five Business Days after first-class mailing, one Business Day after sending by overnight courier, or on the first Business Day after facsimile or electronic transmission.

(i) if to the Liquidating Trustee:

Heather Barlow, Trustee
c/o Julian Gurule, Esq.
Buchalter, PC
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
jgurule@buchalter.com

(ii) if to the Oversight Committee:

Attn: _____
Tel: () _____
Fax: () _____

(iii) if to any Trust Beneficiary, to such Trust Beneficiary's address described in Section 2.3(c) of this Agreement.

(b) Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice to the Liquidating Trustee in the same manner as above.

7.9 Effective Date. This Agreement shall become effective as of the Effective Date.

7.10 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties, Committee, the Trust Beneficiaries and, subject to the provisions hereof, their respective successors and assigns.

7.11 Conflict with the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the day and year first above written.

**STRUCTURLAM MASS TIMBER
CORPORATION**

By: _____
Name:
Title:

STRUCTURLAM MASS TIMBER U.S., INC.

By: _____
Name:
Title:

NATURAL OUTCOMES, LLC

By: _____
Name:
Title:

SLP HOLDINGS LTD.

By: _____
Name:
Title:

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STRUCTURLAM LIQUIDATING TRUST

By: _____

Name: Heather Barlow

Title: Liquidating Trustee of Structurlam
Liquidating Trust

EXHIBIT B

Liquidating Trustee – Heather Barlow

This is Exhibit "B" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.

A handwritten signature in cursive script, likely belonging to a Commissioner, is written above a horizontal line.

A Commissioner for taking Affidavits in British Columbia

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
)	
STRUCTURLAM MASS TIMBER U.S., INC., <i>et al.</i> , ¹)	Case No. 23-10497 (CTG)
)	
)	(Jointly Administered)
Debtors.)	
)	Related Docket Nos. 450 and 517

NOTICE OF FILING OF BLACKLINE OF COMBINED PLAN AND
DISCLOSURE STATEMENT

PLEASE TAKE NOTICE that on November 8, 2023, the Debtors filed the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S. Inc. et al.* [Docket No. 450] (the “**Amended Combined Plan and Disclosure Statement**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). You were previously served with a copy of the Amended Combined Plan and Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that on December 14, 2023, the Debtors filed a revised *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S. Inc. et al.* [Docket No. 517] (the “**Revised Amended Combined Plan and Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that, for the convenience of the Court and all parties in interest, a blackline comparison of the Amended Combined Plan and Disclosure Statement marked against the Revised Amended Combined Plan and Disclosure Statement is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that, to the extent that the Debtors make further revisions to the Revised Amended Combined Plan and Disclosure Statement, the Debtors will present further blacklined copies of such revised documents to the Court at the December 19, 2023 hearing.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.



231049723121400000000005



Dated: December 14, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)

Robert A. Weber (No. 4013)

Mark L. Desgrosseilliers (No. 4083)

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olivere@chipmanbrown.com

Counsel to Debtors and Debtors in Possession

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11
PLAN OF LIQUIDATION OF STRUCTURLAM MASS TIMBER U.S., INC., *ET AL.***

~~November 8~~ December 14, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

William E. Chipman, Jr. (No. 3818)

Robert A. Weber (No. 4013)

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Counsel to Debtors and Debtors in Possession

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

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PLAN EXHIBITS

Exhibit A: Liquidation Analysis

NOTICE

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN EXCEPT AS EXPRESSLY INDICATED HEREIN. THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTORS' KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED, OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTORS OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

I. INTRODUCTION¹

The Debtors propose this Combined Disclosure Statement and Plan pursuant to Bankruptcy Code sections 1125 and 1129, and Local Rule 3017-2. The Debtors are the “proponents” of the Combined Disclosure Statement and Plan within the meaning of Bankruptcy Code section 1129. The Committee supports Confirmation of the Combined Disclosure Statement and Plan and urges all creditors to vote to accept the Combined Disclosure Statement and Plan.

The Combined Disclosure Statement and Plan reflects substantial negotiations among the Debtors and the Committee.

Copies of this Combined Disclosure Statement and Plan and all other documents related to these Chapter 11 Cases are available for review with charge on the bankruptcy case website at <https://www.pacer.gov/>, through Debtors’ counsel by emailing olivere@chipmanbrown.com, or online for no charge at <https://www.kccllc.net/structurlam>.

The Combined Disclosure Statement and Plan is a liquidating chapter 11 plan. The Combined Disclosure Statement and Plan provides that upon the Effective Date: (i) Liquidating Trust Assets will be transferred to the Liquidating Trust; and (ii) after completing all of their fiduciary obligations, the Debtors will be dissolved. Thereafter, the Liquidating Trust Assets will be administered and distributed as soon as practicable pursuant to the terms of the Combined Disclosure Statement and Plan and the Liquidating Trust Agreement.

Each Holder of a Claim against the Debtors entitled to vote to accept or reject the Combined Disclosure Statement and Plan is encouraged to read the Combined Disclosure Statement and Plan in its entirety before voting.

Subject to the restrictions on modifications as set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and in this Combined Disclosure Statement and Plan, the Debtors expressly reserve the right to alter, amend, or modify the Combined Disclosure Statement and Plan one or more times before its substantial consummation.

II. IMPORTANT DATES

Voting Procedures Hearing Objection Deadline	November 7, 2023, at 4:00 p.m. (ET)
Voting Procedures and Interim Disclosure Statement Hearing	November 14, 2023, at 3:30 p.m. (ET)
Voting Record Date	The date of entry of the Interim Approval and Procedures Order

¹ All capitalized terms used but not defined in the Introduction shall have the meanings ascribed to them in Article II of the Combined Disclosure Statement and Plan.

Solicitation Commencement Date	Within five (5) business days after entry of the Interim Approval and Procedures Order
Deadline for Creditors to File Rule 3018 Motions	December 1, 2023, at 4:00 p.m. (ET)
Deadline for Debtors to Respond to Rule 3018 Motions	December 8, 2023, at 4:00 p.m. (ET)
Voting Deadline for the Combined Disclosure Statement and Plan	December 12, 2023, at 4:00 p.m. (ET)
Combined Disclosure Statement and Plan Objection Deadline	December 12, 2023, at 4:00 p.m. (ET)
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined Disclosure Statement and Plan	December 14, 2023, at 4:00 p.m. (ET)
Deadline to File Voting Tabulation Affidavit	December 14, 2023, at 4:00 p.m. (ET)
Combined Hearing	December 19, 2023, at 11:00 a.m. (ET)

III. DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions

“**Acquired Assets**” means the Assets that the Debtors have already sold, conveyed, assigned, transferred, and delivered to Purchaser, and that Purchaser purchased from each Debtor, in each case, free and clear of all Liens in accordance with the terms of the Sale Order and APA. Any inconsistencies that arise under this definition shall be interpreted in favor of the definition of Acquired Assets in the APA, as modified by the Sale Order.

“**Administrative Expense Bar Date**” means the date that is 30 calendar days after the Effective Date.

“**Administrative Expense Claim**” means any right to payment constituting actual and necessary costs and expenses of preserving the Estates under Bankruptcy Code sections 503(b) and 507(a)(2) including, without limitation: (a) Professional Fee Claims, (b) any fees or charges assessed against the Estates under section 1930 of title 28 of the United States Code, and (c) all Claims arising under Bankruptcy Code section 503(b)(9).

“**Affiliate**” means an “affiliate” as defined in section 101(2) of the Bankruptcy Code.

“**Allowed**” means, with reference to any Claim, proof of which was timely and properly Filed or, if no Proof of Claim was Filed, that has been or hereafter is listed by the Debtors on its Schedules as liquidated in amount and not disputed or contingent and, in each case, as to which:

(a) no objection to allowance has been interposed within the applicable period fixed by the Combined Disclosure Statement and Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or the Bankruptcy Court; or (b) an objection has been interposed and such Claim has been allowed, in whole or in part, by a Final Order.

“**APA**” means the Asset Purchase Agreement, dated April 21, 2023, between the Debtors and Purchaser [Docket No. 204], as may have been subsequently amended or modified consistent with its terms.

“**Avoidance Actions**” means any and all Causes of Action and rights to recover or avoid transfers or to avoid any lien under chapter 5 of the Bankruptcy Code or applicable state law or otherwise belonging to the Debtors and which were not transferred to Purchaser in connection with the Sale.

“**Ballot**” means the voting form distributed to each Holder of an Impaired Claim entitled to vote on the Combined Disclosure Statement and Plan, on which the Holder is to indicate acceptance or rejection of the Combined Disclosure Statement and Plan in accordance with the voting instructions and make any other elections or representations required pursuant to the Combined Disclosure Statement and Plan.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware, having jurisdiction over the Chapter 11 Cases or, if such Court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the District of Delaware.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

“**Bar Date**” means July 10, 2023 at 5:00 p.m. (prevailing Eastern Time), as stated in the *Notice of Deadline for the Filing of Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code* [Docket No. 184].

“**Bar Date Order**” means the *Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* [Docket No. 174].

“**Bidding Procedures Order**” means the *Order (I) Approving Bidding Procedures, (II) Approving Stalking Horse Protections and Debtors’ Entry into Stalking Horse Purchase Agreement, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (V) Approving the Form and Manner of the Notice Thereof, (VI) Approving Contract Assumption and Assignment Procedures, and (VII) Granting Related Relief* [Docket No. 87].

“Board” means the Debtors’ current and former Board of Directors.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

“Canadian Court” means the Supreme Court of British Columbia.

“Canadian Debtors” means SMTC and SLP.

“Canadian Recognition Order re Confirmation” means the order of the Canadian Court recognizing and enforcing in Canada the Confirmation Order in all respects.

“Canadian Recognition Order re Procedures” means the order of the Canadian Court recognizing and enforcing in Canada the Interim Approval and Procedures Order.

“Canadian Recognition Proceedings” means No. 233209, Vancouver Registry in the Matter of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended and in the Matter of SLP Holdings Ltd, Structurlam Mass Timber Corporation, Structurlam Mass Timber US, Inc., Natural Outcomes, LLC; Application of SLP Holdings Ltd. Under Section 46 of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended pending before the Canadian Court.

“Cash” means legal tender of the United States of America or Canada or equivalents thereof, including, without limitation, payment in such tender by check, wire transfer, or any other customary payment method.

“Causes of Action” means any Claim, cause of action, controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, or franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

“CCAA” means the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended.

“Chapter 11 Cases” means the chapter 11 cases initiated by the Debtors’ filing on the Petition Date of voluntary petitions for relief in the Bankruptcy Court under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered by the Bankruptcy Court under Case No. 23-10497 (CTG).

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claims Register” means the official register of Claims maintained on <https://www.pacer.gov/>

“Class” means any group of substantially similar Claims or Equity Interests classified by the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code sections 1122 and 1123(a)(1).

“Clerk” means the Clerk of the Bankruptcy Court.

“Close of Sale” means the date upon which the Debtors and Purchaser closed the transaction that transferred the Acquired Assets to Purchaser pursuant to the Sale Order.

“Closing Date” means the date on which the Close of Sale occurred.

“COD” means cancellation of indebtedness.

“Combined Disclosure Statement and Plan” means this combined disclosure statement and chapter 11 plan of liquidation including, without limitation, all exhibits, supplements, appendices, and schedules hereto, either in their present form or as the same may be altered, amended, or modified from time to time.

“Committee Solicitation Letter” means the Committee’s letter to holders of General Unsecured Claims in support of the Combined Disclosure Statement and Plan for inclusion in the Solicitation Package.

“Company” means the Debtors, collectively.

“Confirmation Date” means the date on which the Confirmation Order is entered on the Bankruptcy Court’s Docket.

“Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider (a) approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125, and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129, as such hearing may be adjourned or continued from time to time.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129.

“Confirmation” means confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129.

“Creditor” means any Person that is the Holder of a Claim against the Debtors.

“Critical Vendors” means certain vendors, suppliers, service providers and other similar parties that were essential to maintaining the going concern value of the Debtors’ business.

“Debtors” means the Debtors in the Chapter 11 Cases: Structurlam Mass Timber U.S., Inc.; Natural Outcomes, LLC; Structurlam Mass Timber Corporation; and SLP Holdings Ltd.

“DIP Credit Agreement” means the Senior Secured SuperPriority DIP Financing Credit Agreement between the Debtors and the DIP Lender.

“DIP Facility” means the financing facility provided to the Debtors pursuant to the terms of the Final DIP Order.

“DIP Facility Claims” means all Claims asserted against the Debtors by the DIP Lender, including, without limitation, principal, accrued and unpaid interest, any reimbursement obligations (contingent or otherwise), all fees, expenses, and disbursements (including, without limitation, attorneys’ fees, financial advisors’ fees, and related expenses and disbursements incurred by, or on behalf of, the DIP Lender), indemnification obligations, all other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable in respect thereof.

“DIP Lender” means Bank of Montreal in its capacity as postpetition financier in the Chapter 11 Cases.

“Disallowed” means, when used in reference to a Claim, all or that portion, as applicable, of any Claim that has been disallowed under the Combined Disclosure Statement and Plan, the Bankruptcy Code, applicable law, or by Final Order.

“Disputed” means any Claim or Equity Interest, or any portion thereof, that is (a) listed on the Schedules as unliquidated, disputed, and/or contingent for which no Proof of Claim in a liquidated and non-contingent amount has been Filed, or (b) the subject of an objection or request for estimation Filed by the Debtors or the Liquidating Trustee or any other party in interest in accordance with applicable law and which objection has not been withdrawn, resolved, or overruled by a Final Order.

“Distribution” means any distribution to the Holders of Allowed Claims.

“Distribution Record Date” means the Date the Bankruptcy Court enters the Interim Approval and Procedures Order.

“Docket” means the docket in the Chapter 11 Cases maintained by the Clerk.

“Effective Date” means the date on which the conditions specified in Article X.B of the Combined Disclosure Statement and Plan have been met or satisfied.

“Effective Date Distributions” means all the Distributions required to be made on the Effective Date of the Combined Disclosure Statement and Plan to the Holders of Claims that are Allowed as of the Effective Date.

“Entity” means an “entity” as defined in Bankruptcy Code section 101(15).

“Equity Interests” means all equity interests in the Debtors, including, but not limited to, all issued, unissued, authorized, or outstanding shares or membership interests together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

“Estate Causes of Action” means any and all Causes of Action of the Debtors, including, but not limited to, the (1) the Avoidance Actions; (2) commercial tort claims as defined in Article 9 of the UCC, other than Claims or Causes of Action included in “Acquired Assets” in the APA; (3) Causes of Action against any Person whether sounding in tort, contract, equity, statute or any other legal or equitable theory of recovery; (4) the non-exclusive right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under Bankruptcy Code section 505; and (5) all other rights, Claims or Causes of Action not transferred to Purchaser pursuant to the APA. Estate Causes of Action shall include, for the avoidance of doubt, direct or derivative Claims or Causes of Action against any Person who transacted business with the Debtors, to the detriment of the Debtors.

“Estates” means the estates of the Debtors created upon the commencement of the Chapter 11 Cases pursuant to Bankruptcy Code section 541.

“Excluded Assets” means assets of the Debtors not included in the Acquired Assets, which the Debtors retained and did not transfer to Purchaser. Any inconsistencies which arise under this definition shall be interpreted in favor of the definition of Excluded Assets in the APA, as modified by the Sale Order.

“Exculpated Parties” means, individually and collectively, in each case solely in their capacities as such, each and all of: (a) the Debtors and their Professionals; (b) the Committee, the members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; and (c) the Debtors’ current directors and officers, each in their capacity as such.

“Executory Contract” means any executory contract or unexpired lease as of the Petition Date between the Debtors and any other Person or Persons, specifically excluding contracts and agreements entered into pursuant to this Combined Disclosure Statement and Plan.

“File, Filed, or Filing” means file, filed, or filing with the Bankruptcy Court in the Chapter 11 Cases.

“Final Decree” means the order entered pursuant to Bankruptcy Code section 350, Bankruptcy Rule 3022, and Local Rule 5009-1 closing the Chapter 11 Cases.

“Final DIP Order” means the *Final Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 136].

“Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has been entered on the docket in the Chapter 11 Cases (or the docket of such other court) that is not subject to a stay and has not been modified, amended, reversed or vacated and as to which (a) the time to appeal, petition for certiorari or move for a

new trial, reargument or rehearing pursuant to Bankruptcy Rule 9023 has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was timely and properly appealed, or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired.

“First Day Declaration” means the *Declaration of Matthew Karmel, Interim Chief Executive Officer of the Debtors, in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 9].

“First Lien Claims” means the Claims held by Bank of Montreal in its capacity as Prepetition Lender, including the Senior Secured Claims and excluding the DIP Facility Claims.

“General Unsecured Claims” means any unsecured Claim against the Debtors which is not a Priority Claim, Administrative Expense Claim, Professional Fee Claim, Priority Tax Claim, DIP Facility Claim, First Lien Claim, or Other Secured Claim and is not entitled to a priority under the Bankruptcy Code or any order of the Bankruptcy Court.

“Governmental Bar Date” means October 18, 2023 at 5:00 p.m. (*prevailing Eastern Time*), as stated in the *Notice of Deadline for the Filing of Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code* [Docket No. 184].

“Governmental Unit” means a “governmental unit” as defined in Bankruptcy Code section 101(27).

“Holder” means the beneficial holder of any Claim or Interest.

“Impaired” means, with respect to any Class, a Class that is impaired within the meaning of Bankruptcy Code sections 1123(a)(4) and 1124.

“Intercompany Claims” means any Claim held by one Debtor against another Debtor.

“Interest” means any “equity security” in a Debtor as defined in section 101(16) of the Bankruptcy Code, including, without limitation, all issued, unissued, authorized or outstanding ownership interests (including common and preferred) or other equity interests, together with any warrants, options, convertible securities, liquidating preferred securities or contractual rights to purchase or acquire any such equity interests at any time and all rights arising with respect thereto.

“Interim Approval and Procedures Order” means the order of the Bankruptcy Court conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtors to solicit the Combined Disclosure Statement and Plan.

“Liquidating Trust Agreement” means the trust agreement that documents the powers, duties, and responsibilities of the Liquidating Trustee, and which agreement will be materially

consistent with the Combined Disclosure Statement and Plan and otherwise reasonably acceptable to the Debtors and the Committee, in the substance and form included in the Plan Supplement.

“Liquidating Trust Assets” means the Estate Causes of Action and the proceeds thereof and Trust Funding.

“Liquidating Trust” means a trust to be established on the Effective Date pursuant to the terms of the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

“Liquidating Trustee” means the Person selected by the Committee and the Debtors, to administer the Liquidating Trust under the Liquidating Trust Agreement and identified in the Plan Supplement.

“Local Rules” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

“Natural” means Debtor Natural Outcomes, LLC.

“Other Secured Claims” means any Secured Claim other than the DIP Facility Claims, or the First Lien Claims.

“Person” means a “person” as defined in Bankruptcy Code section 101(41).

“Petition Date” means April 21, 2023, the date on which the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Plan Supplement” means the appendix of schedules and exhibits to be Filed with the Bankruptcy Court at least seven (7) days before the Confirmation Hearing.

“Prepetition Lender” means Bank of Montreal in its capacity as prepetition lender.

“Priority Claims” means any Claim entitled to priority pursuant to Bankruptcy Code section 507(a) other than Administrative Expense Claims and Priority Tax Claims.

“Priority Tax Claims” means Claims of a Governmental Unit against any Debtor entitled to priority pursuant to Bankruptcy Code section 507(a)(8) or specified section of Bankruptcy Code section 502(i).

“Pro Rata” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in the same Class.

“Professional Fee Claims Bar Date” means the date that is 60 days after the Effective Date for Professional Fee Claims to be Filed.

“Professional Fee Claims” means all Claims for compensation and reimbursement of expenses by Professionals to the extent Allowed by the Bankruptcy Court.

“Professional” means any professional Person employed in the Chapter 11 Cases pursuant to Bankruptcy Code section 327, 328, 363, or 1103 pursuant to an order of the Bankruptcy Court who is to be compensated for services rendered pursuant to Bankruptcy Code sections 327, 328, 329, 330, 331, or 363.

“Proof of Claim” means a proof of Claim Filed against any Debtor in accordance with the order establishing the Bar Date or any other order by the Bankruptcy Court requiring the fixing of Claims.

“Purchaser” means Mercer International Inc.

“Rejection Claims” means any Claim arising from, or relating to, the rejection of an executory contract or unexpired lease pursuant to section 365(a) of the Bankruptcy Code by any of the Debtors, as limited, in the case of a rejected unexpired lease, by Bankruptcy Code section 502(b)(6).

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.C.

“Released Parties” means, individually and collectively, in each case solely in their capacities as such, each and all of: (a) the Debtors; (b) the Debtors’ current Professionals; (c) the Committee and members of the Committee in their capacity as members of the Committee; and (d) the Committee’s Professionals; with respect to each of the foregoing identified in subsections (a) through (d), including each and all of their respective direct and indirect current and former Affiliates, subsidiaries, partners (including general partners and limited partners), investors, managing members, members, officers, directors, principals, employees, managers, controlling persons, agents, attorneys, investment bankers, Professionals, advisors, and representatives, each in their capacity as such, but excluding all officers and directors of the Debtors who were not serving in that capacity as of the Effective Date, provided, however, that, for the avoidance of doubt, “Released Parties” shall not include Walmart, Inc., or any non-Debtor entity owned or controlled by, or otherwise affiliated (including affiliated through control or financial interdependence) with Walmart, Inc.

“Releasing Parties” means, individually and collectively, (a) each holder of a Claim that (i) votes to accept the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan, (ii) votes to reject the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan, and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities’ and their Affiliates’ current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacities as such), provided, however, that the Entities identified in part (b) shall be Releasing Parties only to the extent the corresponding Entities in part (a) are legally entitled to bind such Entities in part (b) to the releases contained in the Plan under applicable non-bankruptcy law.

“Rule 3018 Motion” means a motion for temporary allowance of a claim for the purpose of voting on this Combined Disclosure Statement and Plan.

“Sale Order” means the *Order (I) Authorizing (A) Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 204].

“Sale” means the sale of the Acquired Assets by the Debtors to Purchaser pursuant to the APA, as approved by the Sale Order.

“Sale Proceeds” means all Cash proceeds generated from the Sale of the assets of the Debtors under the APA

“Schedules” means the schedules of assets and liabilities, the list of Holders of Equity Interests, and the statements of financial affairs Filed by the Debtors under Bankruptcy Code section 521 and Bankruptcy Rule 1007, and all amendments and modifications thereto.

“Secured Claims” means Claims which are: (a) secured by a valid and perfected lien in collateral which is enforceable pursuant to applicable law, the amount of which is equal to or less than the value of such collateral (i) as set forth in this Combined Disclosure Statement and Plan, (ii) as agreed to by the Holder of such Claim and the Debtors, or (iii) as determined by a Final Order in accordance with Bankruptcy Code section 506(a); or (b) subject to a valid right of setoff under Bankruptcy Code section 553.

“SLP” means Debtor SLP Holdings Ltd.

“SLP Beneficial Interest” means the value of Trust Funding assets attributable to SLP, including the total of the Sale Proceeds attributable to SLP contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SLP transferred to the Liquidating Trust, plus any remaining SMTU Beneficial Interest after SMTU General Unsecured Claims are paid in full, plus any remaining SMTC Beneficial Interest after SMTC General Unsecured Claims are paid in full.

“SLP General Unsecured Claims” means General Unsecured Claims against SLP.

“SLP General Unsecured Creditors” means holders of SLP General Unsecured Claims.

“SMTC” means Debtor Structurlam Mass Timber Corporation.

“SMTC Beneficial Interest” means the value of Trust Funding assets attributable to SMTC, including the total of the Sale Proceeds attributable to SMTC contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SMTC transferred to the Liquidating Trust.

“SMTC General Unsecured Claims” means General Unsecured Claims against SMTC.

“SMTC General Unsecured Creditors” means holders of SMTC General Unsecured Claims.

“SMTU” means Debtor Structurlam Mass Timber U.S., Inc.

“SMTU Beneficial Interest” means the value of Trust Funding assets attributable to SMTU, including the total of the Sale Proceeds attributable to SMTU contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SMTU transferred to the Liquidating Trust.

“SMTU General Unsecured Claims” means General Unsecured Claims against SMTU.

“SMTU General Unsecured Creditors” means holders of SMTU General Unsecured Claims.

“Solicitation Package” means the packages to be distributed to creditors for solicitation of votes on this Combined Disclosure Statement and Plan.

“Stalking Horse Bidder” means Mercer International Inc. in its role as stalking horse under the Bidding Procedures Order.

“Statutory Fees” means all fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930, and any interest thereupon.

“Tax Code” means the Internal Revenue Code, as amended.

“Treasury Regulations” means the regulations, including temporary regulations or any successor regulations, promulgated under the United States Internal Revenue Code, as amended from time to time.

“Trust Expense” means all actual and necessary fees, costs, expenses and obligations incurred or owed by the Liquidating Trustee or his or her agents, employees, attorneys, advisors or other professions in administering this Combined Disclosure Statement and Plan and the Liquidating Trust (including, without limitation, reasonable compensation for services rendered, and reimbursement for actual and necessary expense incurred by the Liquidating Trustee and his or her agents, employees and professionals) arising after the Effective Date through and including the date upon which the Bankruptcy Court enters a final decree closing the Chapter 11 Cases, which shall be solely payable from the Liquidating Trust Assets.

“Trust Funding” means all Cash and all other assets (other than Estate Causes of Action) held by the Debtors on the Effective Date, less an amount of Cash necessary to satisfy any accrued and unpaid Professional Fee Claims, which shall be used first to fund the administration of this Combined Disclosure Statement and Plan and the Liquidating Trust and

pay all Trust Expenses and, thereafter, to fund distributions to Holders of Allowed Class 3A, Class 3B, Class 3C Claims and Class 4 Interests.

“U.S. Debtors” means SMTU and Natural.

“U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.

“Voting Classes” means Class 3A, Class 3B, Class 3C and Class 4.

“Voting Deadline” means December 12, 2023, at 4:00 p.m. (ET).

“Voting Record Date” means the date established by the Bankruptcy Court pursuant to the Interim Approval and Procedures Order.

B. Interpretation; Application of Definitions and Rules of Construction

The following rules of construction, interpretation, and application shall apply:

- (1) Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter genders.
- (2) Unless otherwise specified, each section, article, schedule, or exhibit reference in the Combined Disclosure Statement and Plan is to the respective section in, article of, schedule to, or exhibit to the Combined Disclosure Statement and Plan.
- (3) The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Combined Disclosure Statement and Plan as a whole and not to any particular section, subsection, or clause contained in the Combined Disclosure Statement and Plan.
- (4) The rules of construction contained in Bankruptcy Code section 102 shall apply to the construction of the Combined Disclosure Statement and Plan.
- (5) A term used herein that is not defined herein but that is used in the Bankruptcy Code shall have the meaning ascribed to that term in the Bankruptcy Code.
- (6) The headings in the Combined Disclosure Statement and Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Combined Disclosure Statement and Plan.
- (7) Unless otherwise provided, any reference in the Combined Disclosure Statement and Plan to an existing document, exhibit, or schedule means such document, exhibit, or schedule as may be amended, restated, revised, supplemented, or otherwise modified.

- (8) In computing any period of time prescribed or allowed by the Combined Disclosure Statement and Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

IV. DISCLOSURES

A. General Background

1. Overview of Business Operations

The Debtors were a leading manufacturer of mass timber solutions and ground protection solutions used in construction and industrial markets, with U.S. facilities in Conway, Arkansas and Canadian facilities in Penticton, Okanagan Falls, and Oliver, British Columbia. The Debtors completed or assisted in supplying mass timber for numerous projects throughout North America including, among others: the University of British Columbia Brock Commons in Vancouver, British Columbia in 2016 and 2017, at the time the tallest wood structure building in the world; the Microsoft Silicon Valley Campus in Mountain View, California in 2019, at the time the largest mass timber structure built in the United States; and the Google Mountain View, California campus in 2020.

2. Debtors' Prepetition Capital Structure

On or about December 21, 2017, SMTC, as borrower, and SLP, as guarantor, entered into a letter agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Credit Agreement") with the Prepetition Lender. On December 3, 2019, SMTU was added as a borrower under the Prepetition Credit Agreement. Natural was also added as a guarantor of the obligations under the Prepetition Credit Agreement.

At the date it was originally entered into, the Prepetition Credit Agreement established certain credit facilities, including: a committed revolving credit facility in the maximum principal amount of \$6,500,000 (CAD); a non-revolving term credit facility in the maximum principal amount of \$21,333,317 (CAD); a revolving letter of credit facility in the maximum principal amount of \$2,000,000 (CAD); and a committed, reducing, non-revolving term credit facility in the maximum principal amount of \$40,500,000 (USD).

The facilities available under the Prepetition Credit Agreement were amended over time, including most recently pursuant to that certain eighth amendment to the Prepetition Credit Agreement, dated as of April 21, 2023, which was executed prior to the filing of these Chapter 11 Cases and, among other things, provided the Company much needed access to \$900,000 (CAD) in additional funds under the committed revolving credit facility. As a result, as of the Petition Date, the Company's secured debt liabilities totaled approximately \$20.5 million (CAD) and \$34.9 million (USD) in principal amount, and included the following facilities under the Prepetition Credit Agreement (collectively, the "Prepetition Credit Facilities"):

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Committed Revolving Credit		Adjustable,	\$3.9 million (CAD)

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Facility	May 2025	approximately 10.2% at Petition Date	
Non-Revolving Term Credit Facility	May 2025	Adjustable, approximately 10.2% at Petition Date	\$16.2 million (CAD)
Revolving Letter of Credit Facility	May 2025	Adjustable fees, approximately 12.2% in respect of CAD Letters of Credit and approximately 13.5% in respect of USD Letters of Credit at Petition Date	\$300,000 (USD)
Committed, Reducing, Non-Revolving Term Credit Facility	May 2025	Adjustable, approximately 11.5% at Petition Date	\$34.9 million (USD)

The Debtors' obligations under the Prepetition Credit Facilities were secured by substantially all of the Debtors' assets in accordance with the following security and guarantee documents: (a) that certain Unlimited Guarantee in favor of the Prepetition Lender from each of SMTC, SMTU, and Natural; (b) those two certain Limited Recourse Guarantees in an unlimited amount in favor of the Prepetition Lender from SLP; (c) that certain Limited Guarantee up to the amount of \$13,500,000 (USD) in favor of the Prepetition Lender from SMTU's largest customer; (d) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTC; (e) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTU; (f) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from Natural; (g) that certain Collateral Mortgage in favor of the Prepetition Lender from SMTU for the lands of the Debtors' U.S. manufacturing facility (the "US Facility"); (h) that certain Securities Pledge Agreement in favor of the Prepetition Lender in the shares of SMTU by SLP; (i) a bond pledge and security agreement from Natural to the Prepetition Lender dated as of December 27, 2019;

(j) a leasehold mortgage and security agreement dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919704 on December 27, 2019 by and between SMTU, as borrower, and the Prepetition Lender, as lender; (k) a construction mortgage, security agreement, fixture filing, and assignment of rents and leases dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919701 on December 27, 2019 by and between SMTU, as mortgagor, and the Prepetition Lender, as mortgagee; and (l) a collateral assignment of option rights entered into as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919705 on December 27, 2019 by SMTU, as borrower, in favor of the Prepetition Lender, as lender.

The Prepetition Credit Facilities were paid in full on or about June 20, 2023.

3. Events Precipitating the Chapter 11 Filing

In the months preceding the Petition Date, the Debtors faced significant operational and liquidity challenges. As set forth in detail in the First Day Declaration, these challenges related largely to the supply agreement with SMTU's only customer for the US Facility. On or about January 11, 2023, the Company received notice of the termination of this supply agreement with its only customer at the US Facility. As a result, in January 2023, the Debtors were forced to cease operations at the US Facility and terminate a majority of their employees at that location.

Following these events, the Company, in coordination with and with the support of the Prepetition Lender and the Company's advisors, conducted a robust prepetition marketing process that culminated in the selection of a stalking horse bid from the Stalking Horse Bidder for the purchase of substantially all of the Debtors' assets, all as described in further detail below. The Debtors entered chapter 11 with the support of the Prepetition Lender and the Stalking Horse Bidder to effectuate the sale, subject to higher and better offers, to preserve the value of the Debtors' business for the benefit of all stakeholders.

In order to obtain access to essential liquidity to support the Debtors' postpetition operations and the proposed sale process, the Debtors, through their investment banker, Miller Buckfire & Co. LLC and Stifel, Nicolaus & Co., Inc. (collectively, "Miller Buckfire"), solicited financing options on behalf of the Company (the "Financing Process"). Eighteen prospective investors were solicited regarding a debtor-in-possession facility to support an in-court restructuring process, if necessary. Seven of these parties executed non-disclosure agreements with two others proceeding under existing non-disclosure agreements, including the Prepetition Lender.

Despite the number of interested financing parties that executed a non-disclosure agreement, on or around April 7, 2023, ultimately only three parties submitted debtor-in-possession financing proposals to the Debtors. On or around April 11, 2023, the Debtors and the Prepetition Lender began materially advancing negotiations regarding the terms, restrictions, fees, and other provisions of the Prepetition Lender's debtor-in-possession financing proposal. The Debtors continued this negotiation process with the Prepetition Lender concurrently with the negotiations with other interested parties. As a result of these efforts and the negotiations with the Prepetition Lender and other interested parties, the Debtors determined

in their business judgment that there was no proposal for debtor-in-possession financing available to the Debtors on terms better than those provided by the Prepetition Lender, especially after taking into account certain concessions provided by the Prepetition Lender during the course of negotiations. In particular, no party was willing to extend debtor-in-possession financing to the Debtors on an unsecured or junior basis. Accordingly, on April 21, 2023, the Debtors and the DIP Lender entered into the DIP Credit Agreement.

B. The Chapter 11 Cases

1. First Day Orders

On the Petition Date, the Debtors Filed certain motions to transition into operations during the Chapter 11 Cases, stabilize operations, and preserve relationships with vendors, clients, and employees (collectively, the “First Day Motions”).

The First Day Motions requested relief from the Bankruptcy Court to, among other things: (a) jointly administer the Chapter 11 Cases; (b) pay employee wages; (c) maintain the Debtors’ cash management system; (d) obtain postpetition financing; and (e) pay Critical Vendors. In support of the First Day Motions, the Debtors relied upon the First Day Declaration.

The Bankruptcy Court held hearings and granted the relief sought by the First Day Motions at hearings on April 26, 2023 and May 19, 2023. Also on April 26, 2023, as part of the First Day Motions, the Bankruptcy Court entered an order authorizing SLP to act as the foreign representative for the purpose of Canadian Recognition Proceedings.

2. Retention of Professionals

The Debtors, through various applications which were subsequently approved by the Bankruptcy Court, sought to employ certain professionals including: Chipman Brown Cicero & Cole, LLP as counsel [Docket No. 90]; Kurtzman Carson Consultants LLC as administrative advisor [Docket No. 89]; Alvarez & Marsal Canada ULC as financial advisors [Docket No. 95]; Miller Buckfire as investment banker [Docket No. 96]; Gowling WLG (Canada) LLP as special counsel [Docket No. 97]; Potter Anderson & Corroon LLP as co-counsel [Docket No. 137]; and Paul Hastings LLP as special counsel [Docket No. 170]. The Bankruptcy Court later approved these retentions [Docket Nos. 172, 173, 176, 177, 197, 298, and 299].

3. Appointment of the Committee

On May 3, 2023, the U.S. Trustee officially appointed the Committee [Docket No. 54] and on May 5, 2023, the U.S. Trustee amended the officially appointed Committee. The Committee is made up of the following parties: (1) Simpson Strong-Tie Canada, Ltd.; (2) Ticomtec USA, Inc.; and (3) Broadhead Operating, d/b/a HMN Agency.

The Committee, through various applications which were subsequently approved by the Bankruptcy Court, sought to employ certain professionals including: Buchalter, P.C. as lead counsel [Docket No. 179]; Goodmans LLP as Canadian counsel [Docket No. 180]; Dundon

Advisers LLC as financial advisor [Docket No. 181]; and Morris, Nichols, Arsht & Tunnell LLP as co-counsel [Docket No. 182]. The Bankruptcy Court later approved these retentions [Docket Nos. 222, 223, 228, and 229].

4. The DIP Facility

Upon the bankruptcy filing, the Debtors required immediate access to incremental liquidity in the form of postpetition financing to preserve the value of the Debtors' Estates, undertake the successful sale process, and maximize recoveries for all stakeholders. Accordingly, the Debtors sought authorization to enter into the DIP Facility in an aggregate principal amount of up to \$7,500,000 (CAD), with up to \$4,000,000 (CAD) of such amount available upon interim approval. The Bankruptcy Court entered the Final DIP Order approving the DIP Facility on May 19, 2023 [Docket No. 136]. The DIP Facility was paid in full on or about June 20, 2023.

5. Sale of the Debtors' Assets

Promptly following its prepetition retention, Miller Buckfire launched a process for the purpose of soliciting offers for the sale or recapitalization of the Company (the "Marketing Process"). Miller Buckfire began the Marketing Process by identifying and contacting a broad group of potential strategic and financial sponsor parties for both sale and financing options. Seventy-four prospective buyers were solicited of which thirty-seven executed non-disclosure agreements and eighteen prospective investors were solicited of which seven executed non-disclosure agreements. The parties that executed non-disclosure agreements received access to the Company's virtual data room and were offered management meetings and site visits.

By March 8, 2023, five prospective buyers provided non-binding indications of interest. Of these five parties, four were selected to continue to the second round of the process and provided with access to additional diligence in the data room, continued access to Company management and site visits, and a draft asset purchase agreement. Miller Buckfire requested binding bids from these four parties by March 24, 2023. On March 24, 2023, Miller Buckfire received two bids and provided them to the Company.

Following the receipt of the two second round bids, the Company and its advisors worked with initial bidders to evaluate, solidify, and improve the initial bids received. Ultimately, after such evaluation and analysis, the bid by the Stalking Horse Bidder was determined as the highest or otherwise best initial offer and the Company and its advisors engaged with the Stalking Horse Bidder concerning the terms of a purchase agreement.

On April 21, 2023, the Debtors and the Stalking Horse Bidder entered into that certain Asset Purchase Agreement (the "Stalking Horse Purchase Agreement").

The Stalking Horse Purchase Agreement provided, among other things, for the purchase of the Debtors' US and Canadian Assets, along with assumption of certain assumed liabilities, as set forth in the Stalking Horse Purchase Agreement, for a purchase price of \$60 million (USD). The Stalking Horse Purchase Agreement was also subject to certain bid protections in favor of

the Stalking Horse Bidder, subject to Court approval, consisting of a breakup fee of \$1.8 million (USD) and an expense reimbursement not to exceed \$600,000 (USD).

Promptly following the Petition Date, Miller Buckfire continued soliciting offers for a potential overbid of the Stalking Horse Purchase Agreement. On April 25, 2023, Miller Buckfire reached out to all previously solicited prospective parties that had executed a non-disclosure agreement and on April 28, 2023, Miller Buckfire reached out to all previously solicited prospective parties that had not executed a non-disclosure agreement. In addition, on May 1, 2023, Miller Buckfire followed up directly with certain parties that had previously expressed interest in some or all of the Debtors' assets.

Also, during the postpetition period, Miller Buckfire continued to solicit new potential parties, contacting twenty-four incremental parties, of which seven executed non-disclosure agreements, for a total of 114 parties contacted, of which 50 executed a non-disclosure agreement.

On May 8, 2023, the Bankruptcy Court entered the Bidding Procedures Order approving the bidding procedures for the sale of the Debtors' assets (the "Bidding Procedures").

Pursuant to the Bidding Procedures, potential bidders that wanted to make a qualified bid for the Debtors' assets were required to transmit a qualified bid so as to be actually received on or before May 23, 2023, at 4:00 p.m. (prevailing Eastern Time) (the "Bid Deadline").

Prior to the Bid Deadline, the Debtors received what they determined to be a qualified overbid from the Weyerhaeuser Company ("Weyerhaeuser") in the amount of \$70 million to acquire substantially all assets of the Debtors related to their United States operations (the "Weyerhaeuser Bid"). Given the receipt of the Weyerhaeuser Bid, on May 24, 2023, the Debtors conducted an auction (the "Auction") pursuant to the Bidding Procedures.

After several rounds of bidding between the Stalking Horse Bidder and Weyerhaeuser during the Auction, the Debtors determined that: (i) that the highest and best value for the Debtors' Estates was offered by the Stalking Horse Bidder in the amount of \$83.5 million USD, representing a cash bid of \$81.1 million USD and breakup fee and expense reimbursement credits totaling \$2.4 million USD; (ii) the Stalking Horse Bidder's bid was the winning bid at the Auction; and (iii) Weyerhaeuser Company, with a bid in the amount of \$80 million USD, would be designated as the backup bidder and its bid to acquire substantially all assets of the Debtors related to their United States operations was the "Back-Up Bid" under the Bidding Procedures Order.

After the Sale Hearing on May 30, 2023, the Bankruptcy Court subsequently entered the Sale Order approving the sale of substantially all of the Debtors' assets to Purchaser [Docket No. 204]. The Sale to Purchaser closed on June 15, 2023.

6. Claims Process and Bar Date

On May 9, 2023, the Debtors filed the *Motion of Debtors for Entry of an Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising*

Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof [Docket No. 93]. On May 25, 2023, the Bankruptcy Court entered the Bar Date Order.

All creditors holding or wishing to assert unsecured, secured, priority, or nonpriority claims (as defined in Bankruptcy Code section 101(5)) against the Debtors or the Debtors' Estates, accruing prior to the Petition Date, including claims arising under Bankruptcy Code section 503(b)(9), were required to file a separate, completed, and executed Proof of Claim Form on account of each such Claim, together with accompanying documentation by the Bar Date. Governmental Units, as defined by section 101(27) of the Bankruptcy Code, must submit Claims by the Governmental Bar Date.

7. The Canadian Recognition Proceedings

On April 27, 2023, the Honourable Justice Fitzpatrick of the Canadian Court in the Canadian Recognition Proceedings granted: (a) an Initial Recognition Order, among other things: (i) recognizing SLP as the "foreign representative", (ii) the Chapter 11 Proceedings of SLP and SMTU as "foreign non-main proceedings", (iii) and the Chapter 11 Proceedings of SMTU and Natural as "foreign main proceedings", each as defined in section 45 of the CCAA; and (b) the Supplemental Recognition Order, among other things: (i) recognizing various orders of the US Bankruptcy Court, (ii) ordering a stay of proceedings in Canada in respect of the Debtors until June 1, 2023; and (iii) appointing Alvarez & Marsal Canada Inc. as information officer in respect of these Canadian Recognition Proceedings.

On Tuesday, October 31, 2023, the Debtors obtained an extension the Canadian Court ordered stay of proceedings until January 31, 2024. The Debtors have a hearing in the Canadian Court on Friday, November 17, 2023 to request the Canadian Court's recognition of the solicitation order, and a hearing on Friday, December 22, 2023 to request the Canadian Court's recognition of the Confirmation Order.

C. Summary of Assets

The Liquidating Trust Assets shall be comprised of certain accounts receivable, the Estate Causes of Action and the Trust Funding, which amounts will be the source of Distributions to Holders of Allowed Claims in any of Class 3A, Class 3B, and Class 3C or Holders of Allowed Interests in Class 4 (to the extent applicable).

D. Summary of Treatment of Claims and Interests Under the Plan

The following chart summarizes the classification and treatment of the Classes:

Class	Estimated Claims²	Treatment	Estimated Recovery to Holders of Allowed Claims³
Class 1 – Other Secured Claims	\$0	Unimpaired, deemed to accept	100%
Class 2 – Priority Claims	\$41,770	Unimpaired, deemed to accept	100%
Class 3A – SMTU General Unsecured Claims	\$99,780,470 ⁴	Impaired, entitled to vote	21.1%
Class 3B – SLP General Unsecured Claims	\$80,687,555 ⁵	Impaired, entitled to vote	0%

² These amounts represent filed or scheduled Claims. The Debtors have not completed their analysis of Claims in the Chapter 11 Cases, and objections to such Claims have not been Filed and/or fully litigated and may continue following the Effective Date. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. Rather, the actual amount of the Allowed Claims may be greater or lower than estimated.

³ The estimated percentage recovery is based upon, among other things, an estimate of potential Allowed Claims in the Chapter 11 Cases. As set forth above, the actual amount of the Allowed Claims may be greater or lower than estimated. Thus, the actual recoveries may be higher or lower than projected depending upon, among other things, the amounts and priorities of Claims that are actually allowed by the Bankruptcy Court.

⁴ The amount of SMTU General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 149], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

⁵ The amount of SLP General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 155], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

Class 3C – SMTC General Unsecured Claims	\$19,010,126 ⁶	Impaired, entitled to vote	21.2%
Class 4 – Equity Interests	n/a	Impaired, entitled to vote	0%

E. Potential Claims and Causes of Action

The Bankruptcy Code preserves the Debtors' rights to prosecute claims and causes of action that exist outside of bankruptcy, and also empowers the Debtors to prosecute certain claims that are established by the Bankruptcy Code, including claims to, inter alia, avoid and recover certain preferential transfers and fraudulent conveyances. The Combined Disclosure Statement and Plan preserves all of the Debtors' rights with respect to all Estate Causes of Action, transfers the Debtors' rights in respect of such Estate Causes of Action to the Liquidating Trust, and empowers the Liquidating Trustee on behalf of the Liquidating Trust's beneficiaries to investigate, prosecute, collect, and/or settle the Estate Causes of Action as deemed appropriate.

To date, the Debtors have identified certain causes of action that will be transferred to the Liquidating Trustee as Estate Causes of Action pursuant to the terms of the Combined Disclosure Statement and Plan. The retention and preservation of known and unknown Estate Causes of Action and their prosecution and liquidation by the Liquidating Trustee, are an integral part of the Combined Disclosure Statement and Plan.

As described in further detail in Article VIII.D herein, from and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust and subject to the terms of this Combined Disclosure Statement and Plan and the Liquidating Trust Agreement, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all Estate Causes of Action without the consent or approval of any third party and without any further order of the Bankruptcy Court.

F. Certain Federal Income Tax Consequences

The following discussion is a summary of certain U.S. federal income tax consequences of the Combined Disclosure Statement and Plan to the Debtors and to Holders of Claims and Equity Interests. This discussion is based on the Tax Code, Treasury Regulations promulgated and proposed thereunder, judicial decisions and published administrative rules, and pronouncements of the IRS, all as in effect on the date hereof.

Due to the complexity of certain aspects of the Combined Disclosure Statement and Plan, the lack of applicable legal precedent, the possibility of changes in the law, the differences in the nature of the Claims, and each Holder's status and method of accounting and the potential for

⁶ The amount of SMTC General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 153], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

disputes as to legal and factual matters with the IRS, the tax consequences described herein are uncertain. No legal opinions have been requested from counsel with respect to any of the tax aspects of the Combined Disclosure Statement and Plan and no rulings have been or will be requested from the IRS with respect to the any of the issues discussed below. Further, legislative, judicial, or administrative changes may occur, perhaps with retroactive effect, which could affect the accuracy of the statements and conclusions set forth below as well as the tax consequences to the Debtors and the Holders of Claims and Equity Interests.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or the Holders of Claims or Equity Interests in light of their personal circumstances, nor does the discussion deal with tax issues with respect to taxpayers subject to special treatment under the U.S. federal income tax laws (including, for example, insurance companies, financial institutions, real estate investment trusts, tax-exempt organizations, small business investment companies, regulated investment companies, foreign taxpayers, persons whose functional currency is not the U.S. dollar, persons subject to the alternative minimum tax, and persons holding Claims or Equity Interests as part of a “straddle,” “hedge,” “constructive sale,” or “conversion transaction” with other investments). This discussion does not address the tax consequences to Holders of Claims who did not acquire such Claims at the issue price on original issue. No aspect of foreign, state, local, or estate and gift taxation is addressed.

EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS URGED TO CONSULT WITH SUCH HOLDER’S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.

1. Tax Consequences to the Debtors

Pursuant to the Tax Code and subject to certain exceptions, a taxpayer generally must recognize income from COD Income to the extent that such taxpayer’s indebtedness is discharged for an amount less than the indebtedness’ adjusted issue price determined in the manner described below. Generally, the amount of COD Income, subject to certain statutory and judicial exceptions, is the excess of (a) the adjusted issue price of the discharged indebtedness less (b) the sum of the fair market value (determined at the date of the exchange) of the consideration, if any, given in exchange for such discharged indebtedness.

The recognition of COD Income may be treated differently in the context of a confirmed chapter 11 plan. For example, under the Bankruptcy Exception, instead of recognizing COD Income, the taxpayer is required, pursuant to section 108(b) to reduce certain of that taxpayer’s tax attributes to the extent of the amount of COD Income. The Tax Attributes of the taxpayer generally are reduced in the following order: net operating losses, general business and minimum tax credit carry forwards, capital loss carry forwards, the basis of the taxpayer’s assets and, finally, foreign tax credit carry forwards. If the amount of COD Income exceeds the amount of Tax Attributes available to be reduced, the excess still is excluded from income. Pursuant to section 108(b)(4)(A), the reduction of Tax Attributes does not occur until the end of the taxable year after such Tax Attributes have been applied to determine the tax in the year of discharge or, in the case of asset basis reduction, the first day of the taxable year following the

taxable year in which the COD Income is realized. Section 108(e)(2) provides a further exception to the recognition of COD Income upon the discharge of debt, providing that a taxpayer will not recognize COD Income to the extent that the taxpayer's satisfaction of the debt would have given rise to a deduction for United States federal income tax purposes.

2. Tax Consequences for Holders of Claims

A transfer of assets to the Liquidating Trust is treated as a transfer to the beneficiaries of the Liquidating Trust under section 61 of the Tax Code. Generally, a Holder of a Claim should in most, but not all circumstances, recognize gain or loss equal to the difference between the "amount realized" by such Holder in exchange for its Claim and such Holder's adjusted tax basis in the Claim. The "amount realized" is equal to the sum of the cash and the fair market value of any other consideration received under a plan of reorganization in respect of a Holder's Claim. The tax basis of a Holder in a Claim will generally be equal to the Holder's cost. To the extent applicable, the character of any recognized gain or loss (e.g., ordinary income, or short-term or long-term capital gain, or loss) will depend upon the status of the Holder, the nature of the Claim in the Holder's hands, the purpose and circumstances of its acquisition, the Holder's holding period of the Claim, and the extent to which the Holder previously claimed a deduction for the worthlessness of all or a portion of the Claim. Generally, if the Claim is a capital asset in the Holder's hands, any gain or loss realized generally will be characterized as capital gain or loss, and will constitute long-term capital gain or loss if the Holder has held such Claim for more than one (1) year.

A Holder who received Cash (or potentially other consideration) in satisfaction of its Claims may recognize ordinary income or loss to the extent that any portion of such consideration is characterized as accrued interest. A Holder who did not previously include in income accrued but unpaid interest attributable to its Claim, and who receives a distribution on account of its Claim pursuant to the Combined Disclosure Statement and Plan, will be treated as having received interest income to the extent that any consideration received is characterized for United States federal income tax purposes as interest, regardless of whether such Holder realizes an overall gain or loss as a result of surrendering its Claim. A Holder who previously included in its income accrued but unpaid interest attributable to its Claim should recognize an ordinary loss to the extent that such accrued but unpaid interest is not satisfied, regardless of whether such Holder realizes an overall gain or loss as a result of the distribution it may receive under the Combined Disclosure Statement and Plan on account of its Claim.

G. Certain Risk Factors to Be Considered

Effect of Failure to Confirm the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is not confirmed by the requisite majorities in number and amount as required by Bankruptcy Code section 1126, or if any of the other Confirmation requirements imposed by the Bankruptcy Code are not met, the Chapter 11 Cases may not have sufficient funding to proceed, which may result in conversion to a case under chapter 7 of the Bankruptcy Code or dismissal.

"Cramdown." While the Debtors believe that the requirements of Bankruptcy Code section 1129 have been met, the Bankruptcy Court is afforded discretion to determine whether

dissenting Holders of Claims would receive more if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

Claims Estimation. While the Debtors have undertaken their best efforts to accurately estimate the amount of Claims in each Class, the actual amount of Allowed Claims may differ from the estimates.

Estate Causes of Action. Pursuant to the Combined Disclosure Statement and Plan, the Liquidating Trust Assets, including the Estate Causes of Action, will be transferred to the Liquidating Trust upon the establishment of the Liquidating Trust upon the Effective Date. The Estate Causes of Action include Causes of Action which are not released, waived, or transferred pursuant to the Combined Disclosure Statement and Plan, the Sale, or otherwise. There is no assurance that the Liquidating Trust will be successful in prosecuting any Estate Causes of Action or generating sufficient proceeds from the Estate Causes of Action for Distribution. To the extent Distributions are possible from the Estate Causes of Action, the timing of any such Distribution is uncertain.

Delays. Any delay in Confirmation of the Combined Disclosure Statement and Plan or delay to the Effective Date could result in additional Administrative Expense Claims and/or Liquidating Trustee expenses. This may endanger ultimate approval of the effectiveness of the Combined Disclosure Statement and Plan or result in a decreased recovery for Holders of Claims entitled to a Distribution.

Sufficient Cash for Liquidating Trust Distributions. There is no assurance that the Liquidating Trust Assets will be sufficient to fund the Liquidating Trust's expenses to enable the Liquidating Trust to hold and liquidate the Liquidating Trust Assets as envisioned under the Combined Disclosure Statement and Plan. Accordingly, there is no assurance as to whether the Liquidating Trust will make any Distributions, the amount, if any, or the timing on which such Distributions may be made.

H. Feasibility

The Bankruptcy Code requires that, in order for a plan to be confirmed, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or need for further reorganization of the debtor unless contemplated by the plan.

Here, the Combined Disclosure Statement and Plan provides for the liquidation and distribution of all of the Debtors' assets. The Debtors will be providing to the Liquidating Trust in excess of \$20 million dollars in cash on the Effective Date for distributions to creditors and for funding the Liquidating Trust to pursue all Causes of Action. Accordingly, the Debtors believe all chapter 11 plan obligations will be satisfied without the need for further reorganization of the Debtors.

I. Best Interests Test and Alternatives to the Combined Disclosure Statement and Plan

The Bankruptcy Code requires that the Bankruptcy Court determine that a plan accepted by the requisite number of creditors in an impaired class provides each such member of each impaired class of claims and interests a recovery that has value, on the effective date, at least

equal to the value of the recovery that each such creditor would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

The Bankruptcy Code further requires that the Bankruptcy Court determine that a plan is in the best interests of each holder of a claim or interest in any such impaired class which has not voted to accept the plan. Thus, if an impaired class does not vote unanimously to confirm the plan, the best interests test requires that the Bankruptcy Court find that the plan provides to each member of such impaired class a recovery on account of the class member's claim or interest that has a value, on the effective date, at least equal to the value of the recovery that each such class member would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

Here, the Debtors and the Committee believe the Combined Disclosure Statement and Plan satisfies the best interests test as the Liquidation Analysis, attached hereto as Exhibit A, demonstrates that the recoveries expected to be available to Holders of Allowed Claims under the Combined Disclosure Statement and Plan will be greater than the recoveries expected in a liquidation under chapter 7 of the Bankruptcy Code.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets for distribution to creditors in accordance with the priorities set forth in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of the properties securing their liens. If any assets are remaining in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses (including those incurred by a chapter 7 trustee) are next to receive payment. Unsecured creditors are paid from any remaining proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, equity interest holders receive the balance that remains, if any, after all creditors are paid.

Substantially all of the Debtors' Assets have already been sold and transferred to Purchaser under the Sale Order. While a liquidation under chapter 7 of the Bankruptcy Code would have the same goal, the Combined Disclosure Statement and Plan provides the best source of recovery for several reasons. First, liquidation under chapter 7 of the Bankruptcy Code would not provide for a timely distribution. Second, Distributions would likely be smaller because of the fees and expenses incurred in a liquidation under chapter 7 of the Bankruptcy Code.

At this time, there are no alternative plans available to the Debtors. Following the Close of Sale, the Debtors have few assets remaining. Therefore, the Debtors and the Committee believe that the Combined Disclosure Statement and Plan provides the greatest possible value under the circumstances and has the greatest chance of being confirmed and consummated.

J. Releases by the Debtors

Article XII of this Combined Disclosure Statement and Plan contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Combined Disclosure Statement and



Plan will affect any claim, interest, right, or action with regard to the Debtors and certain third parties.

THE COMBINED DISCLOSURE STATEMENT AND PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW.

Under the voting procedures described in Article VII and Article VIII of this Combined Disclosure Statement and Plan, the Debtors believe that these releases, exculpations, and injunction language are considered consensual under applicable bankruptcy law.

V. UNCLASSIFIED CLAIMS**A. Administrative Expense Claims**

Requests for payment of Administrative Expense Claims must be Filed no later than the applicable Administrative Expense Bar Date. Holders of Administrative Expense Claims that do not File requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors, their Estates, or the Liquidating Trust.

Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for release of each Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash (a) on the Effective Date or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due or as soon thereafter as is reasonably practicable, (b) if an Administrative Expense Claim is Allowed after the Effective Date, on the date such Administrative Expense Claim is Allowed or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due, or (c) at such time and upon such terms as set forth in an order of the Bankruptcy Court. Allowed Administrative Expense Claims may be paid by the Liquidating Trust, upon the agreement of the holder of an Allowed Administrative Expense Claim and the Liquidating Trustee.

B. Professional Fee Claims

All Professionals or other Persons requesting compensation or reimbursement of Professional Fee Claims for services rendered before the Effective Date (including compensation requested by any Professional or other Entity for making a substantial contribution in the Chapter 11 Cases) shall File an application for final allowance of compensation and reimbursement of expenses no later than the Professional Fee Claims Bar Date.

The final hearing to determine the allowance of Professional Fee Claims shall be held as soon as practicable after the Professional Fee Claims Bar Date. The Debtors' counsel shall File a notice of such hearing, which shall be served upon counsel for the Committee, all Professionals, the U.S. Trustee, and all parties on the Debtors' Bankruptcy Rule 2002 service list.

Allowed Professional Fee Claims shall be paid (a) as soon as is reasonably practicable following the later of (i) the Effective Date and (ii) the date upon which the order relating to any such Allowed Professional Fee Claim is entered by the Bankruptcy Court, or (b) upon such other terms as agreed by the Holder of such an Allowed Professional Fee Claim.

C. Priority Tax Claims

Except to the extent the Debtors, with the consent of the Committee or Liquidating Trustee, as applicable, and the Holder of an Allowed Priority Tax Claim agree to a different and less favorable treatment, the Debtors shall pay, in full satisfaction and release of such Claim, to each holder of a Priority Tax Claim, Cash, in an amount equal to such Allowed Priority Tax Claim, on the later of: (a) the Effective Date and (b) the first Business Day after the date that is 30 calendar days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is reasonably practicable.

Any Claims asserted by a Governmental Unit on account of any penalties and assessments shall not be Priority Tax Claims and shall be subordinated to General Unsecured Claims. On the Effective Date, any Liens securing any Allowed Priority Tax Claim shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person.

The Debtors estimate that the aggregate amount of Allowed Priority Tax Claims does not exceed \$0.

D. Statutory Fees

All Statutory Fees incurred prior to the Effective Date shall be paid by the Debtors in full in cash on the Effective Date. After the Effective Date, the Liquidating Trustee shall pay any and all Statutory Fees in full in cash when due and payable from the Liquidating Trust Assets and shall File with the Bankruptcy Court quarterly reports using UST Form 11-MOR, until such time that the case is closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code, provided, however, that the Liquidating Trustee and the Debtors shall remain jointly and severally liable to pay Statutory Fees. Notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan, (i) Statutory Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any proofs of claim or any other request(s) for payment with respect to Statutory Fees; and (iii) the U.S. Trustee shall not be treated as providing any release under the Combined Disclosure Statement and Plan.

VI. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The below categories of Claims and Interests classify such Claims and Interests for all purposes, including voting, Confirmation, and Distribution pursuant hereto and pursuant to Bankruptcy Code sections 1122 and 1123.

B. Treatment of Claims and Interests

1. Class 1 – Other Secured Claims

Except to the extent that a Holder of an Allowed Other Secured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Other Secured Claim has not been paid in full prior to the Effective Date, in full and final satisfaction of each Allowed Other Secured Claim, each such Holder, at the option of the Debtors (in

consultation with the Committee) or the Liquidating Trustee, shall (i) be paid in full in Cash; (ii) receive the collateral securing its Allowed Other Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code section 506(b); or (iii) receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, in each case on the later of the Effective Date and the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is reasonably practicable. In the event the Debtors or the Liquidating Trustee treat a Claim under clause (i) of this Section, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization, or approval of any Person. The Debtors and the Liquidating Trustee specifically reserve the right to challenge the validity, nature, and perfection of, and to avoid pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported liens relating to the Other Secured Claims.

The Debtors estimate that the aggregate amount of Allowed Other Secured Claims will be \$0.00. Class 1 is Unimpaired and is deemed to accept the Combined Disclosure Statement and Plan.

2. Class 2 – Priority Claims

Except to the extent that a Holder of an Allowed Priority Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Priority Claim has not been paid in full prior to the Effective Date, each such Holder shall receive, in full satisfaction of such Allowed Priority Claim, Cash in an amount equal to such Allowed Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Priority Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Debtors or Liquidating Trustee, as the case may be, and the Holder of the Allowed Priority Claim.

The Debtors estimate that the aggregate amount of Allowed Priority Claims does not exceed \$41,770.

Class 2 is Unimpaired and is deemed to accept the Combined Disclosure Statement and Plan.

3. Class 3A – SMTU General Unsecured Claims

Except to the extent that a Holder of an Allowed SMTU General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SMTU General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SMTU General Unsecured Claim, each Holder of an Allowed SMTU General Unsecured Claim shall receive such Holder's Pro Rata share of the SMTU Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SMTU Beneficial Interest available for Distribution from the Liquidating Trust on each such Distribution date as provided under the Combined Disclosure Statement and Plan and

Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SMTU General Unsecured Claims is approximately \$99,780,470, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3A is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SMTU General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SMTU General Unsecured Claim will only be entitled to share in the SMTU Beneficial Interest portion of the Liquidating Trust Assets.

4. Class 3B – SLP General Unsecured Claims

Except to the extent that a Holder of an Allowed SLP General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SLP General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SLP General Unsecured Claim, each Holder of an Allowed SLP General Unsecured Claim shall receive such Holder's Pro Rata share of the SLP Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SLP Beneficial Interest available for Distribution from the Liquidating Trust on each such distribution date as provided under the Combined Disclosure Statement and Plan and Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SLP General Unsecured Claims is approximately \$80,687,555, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3B is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SLP General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SLP General Unsecured Claim will only be entitled to share in the SLP Beneficial Interest portion of the Liquidating Trust Assets.

5. Class 3C – SMTC General Unsecured Claims

Except to the extent that a Holder of an Allowed SMTC General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SMTC General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SMTC General Unsecured Claim, each Holder of an Allowed SMTC General Unsecured Claim shall receive such Holder's Pro

Rata share of the SMTC Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SMTC Beneficial Interest available for Distribution from the Liquidating Trust on each such distribution date as provided under the Combined Disclosure Statement and Plan and Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SMTC General Unsecured Claims is approximately \$19,010,126, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3C is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SMTC General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SMTC General Unsecured Claim will only be entitled to share in the SMTC Beneficial Interest portion of the Liquidating Trust Assets.

6. Class 4 – Equity Interests

Holders of Interests in Class 4 are Impaired under the Combined Disclosure Statement and Plan. Holders of Equity Interests will receive beneficial interests in the Liquidating Trust in exchange for their ownership interests under the Combined Disclosure Statement and Plan and shall receive any assets remaining in the Liquidating Trust after all Allowed General Unsecured Claims in Class 3B have been paid in full.

Class 4 is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

C. Impaired Claims and Equity Interests

Under the Combined Disclosure Statement and Plan, Holders of Claims in Classes 3A, 3B, 3C and 4 are the only Impaired Classes pursuant to section 1124 of the Bankruptcy Code because the Combined Disclosure Statement and Plan alters the legal, equitable, or contractual rights of the Holders of such Claims and Interests treated in such Classes.

D. Cramdown and No Unfair Discrimination

To the extent that any Impaired Class does not accept the Combined Plan and Disclosure Statement, the Debtors will seek Confirmation pursuant to Bankruptcy Code section 1129(b). This provision allows the Bankruptcy Court to confirm a plan accepted by at least one impaired class so long as it does not unfairly discriminate and is fair and equitable with respect to each class of claims and interests that is impaired and has not accepted the plan. Colloquially, this mechanism is known as a "cramdown."

The Debtors believe the treatment of Claims and Interests described in this Combined Disclosure Statement and Plan is fair and equitable and does not discriminate unfairly. The

proposed treatment of Claims and Interests provides that each Holder of such Claim or Interest will be treated identically within its respective class and that, except when agreed to by such Holder, no Holder of any Claim or Interest junior will receive or retain any property on account of such junior Claim or Interest.

VII. CONFIRMATION PROCEDURES

A. Confirmation Procedures

1. Combined Hearing

The Confirmation Hearing before the Bankruptcy Court has been scheduled for **December 19, 2023, at 11:00 a.m. (ET)** at the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Courtroom #7, Wilmington, DE 19801 to consider (a) approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125, and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing.

2. Procedure for Objections

Any objection to approval or Confirmation of the Combined Disclosure Statement and Plan must be made in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim held by the objector. Any such objection must be Filed by **December 12, 2023, at 4:00 p.m. (ET)** with the Bankruptcy Court and served on the Debtors' counsel, the Committee, the U.S. Trustee, and all parties who have Filed a request for notice in these Chapter 11 Cases. Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court.

3. Requirements for Confirmation

The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if the requirements of Bankruptcy Code section 1129 are met. As set forth in this Combined Disclosure Statement and Plan, the Debtors believe that the Combined Disclosure Statement and Plan: (a) meets the cramdown requirements; (b) meets the feasibility requirements; (c) is in the best interests of creditors; (d) has been proposed in good faith; and (e) meets all other technical requirements imposed by the Bankruptcy Code.

Additionally, pursuant to section 1126 of the Bankruptcy Code, under the Combined Disclosure Statement and Plan, only Holders of Claims in Impaired Classes are entitled to vote.

B. Solicitation and Voting Procedures

1. Substantive Consolidation

For the purposes of the Chapter 11 Cases and the Combined Disclosure Statement and Plan, all Assets of and Claims against the Debtors shall not be deemed to be substantively consolidated. Claims of Debtors against other Debtors, including Intercompany Claims, shall be

disregarded for voting purposes, however, for distribution purposes, Intercompany Claims are accounted for in the attached Liquidation Analysis.

2. Eligibility to Vote on the Combined Disclosure Statement and Plan

Except as otherwise ordered by the Bankruptcy Court, only Holders of Claims or Interests in Classes 3A, 3B, 3C and 4 may vote on the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1126. To vote on the Combined Disclosure Statement and Plan, a Holder must hold a Claim or Interest in Class 3A, Class 3B, Class 3C or Class 4 or have a Claim or Interest that is Allowed or that has been temporarily Allowed for voting purposes only under Bankruptcy Rule 3018(a).

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS OR INTERESTS IN CLASSES 3A, 3B, 3C AND 4.

3. Solicitation Package

Accompanying the Combined Disclosure Statement and Plan for the purposes of soliciting votes on the Combined Disclosure Statement and Plan are Solicitation Packages, which contain copies of: (a) the notice of the Confirmation Hearing; (b) the Interim Approval and Procedures Order, excluding the exhibits annexed thereto; (c) a Ballot; (d) the Committee Solicitation Letter; and (e) such other documents the Bankruptcy Court may direct or approve or that the Debtors deem appropriate.

Holders of Claims in non-voting classes will receive packages consisting of: (a) the notice of the Confirmation Hearing; and (b) a notice of such Holder's non-voting status.

4. Voting Procedures and Voting Deadline

The Voting Record Date for determining which Holders of Claims or Interests in Classes 3A, 3B, 3C and 4 may vote on the Combined Disclosure Statement and Plan is the earliest of **November 14, 2023** or the entry of the Interim Approval and Procedures Order.

The Voting Deadline by which the Debtors must *RECEIVE* original ballots by mail, overnight delivery, hand delivery, or email is **December 12, 2023, at 4:00 p.m. (ET)**.

If you are entitled to vote to accept or reject the Combined Disclosure Statement and Plan, a Ballot is enclosed. Please carefully review the Ballot instructions and complete the Ballot by: (a) indicating your acceptance or rejection of the Combined Disclosure Statement and Plan; and (b) signing and returning the Ballot to the Debtors.

If you are a member of the Voting Classes and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, contact Debtors' counsel at:

CHIPMAN BROWN CICERO & COLE, LLP

Re: Structurlam Mass Timber U.S., Inc., *et al.*

William E. Chipman, Jr. (No. 3818)

Mark D. Olivere (No. 4291)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0191

Facsimile: (302) 295-0199

Email: chipman@chipmanbrown.com

olivere@chipmanbrown.com

The following Ballots will not be counted or considered:

- (1) any Ballot received after the Voting Deadline, unless the Bankruptcy Court grants an extension to the Voting Deadline with respect to such Ballot;
- (2) any Ballot that is illegible or contains insufficient information;
- (3) any Ballot cast by a Person or Entity that does not hold a Claim in the Voting Classes;
- (4) any Ballot cast for a Claim designated as unliquidated, contingent, or disputed or as zero (0) or unknown in amount and for which no Rule 3018 Motion has been Filed by the Rule 3018 Motion deadline;
- (5) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Combined Disclosure Statement and Plan or that indicates both acceptance and rejection of the Combined Disclosure Statement and Plan;
- (6) simultaneous duplicative Ballots voted inconsistently;
- (7) Ballots partially rejecting and partially accepting the Combined Disclosure Statement and Plan;
- (8) any Ballot received other than the official form sent by Debtors' counsel; or
- (9) any unsigned Ballot.

5. Deemed Acceptance or Rejection

Holders of Claims in Classes 1 and 2 are unimpaired, thus deemed to accept the Combined Disclosure Statement and Plan. Under Bankruptcy Code section 1126(f), Holders of such Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan, and the votes of the Holders of such Claims shall not be solicited.

Holders of Claims in Classes 3A, 3B, 3C and 4 are impaired and entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

6. Acceptance by Impaired Classes

In order for the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, a majority in number (i.e., more than half) and two-thirds in dollar amount of the Claims voting (of the Impaired Class of Claims) must vote to accept the Combined Disclosure Statement and Plan. At least one (1) impaired Class of creditors, excluding the votes of insiders, must actually vote to accept the Combined Disclosure Statement and Plan. The Debtors urge that you vote to accept the Combined Disclosure Statement and Plan.

YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT ATTACHED TO THE NOTICE. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.

VIII. IMPLEMENTATION AND EXECUTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Effective Date

The Effective Date shall not occur until the conditions for the Effective Date of Article X.B herein are satisfied or otherwise waived in accordance with the terms of this Combined Disclosure Statement and Plan. Upon the Effective Date, the Debtors shall File a notice of the occurrence of the Effective Date.

B. Dissolution of the Debtors

The Debtors shall be dissolved in accordance with applicable state law by the Liquidating Trustee, without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith.

C. Records

On the Effective Date, the Liquidating Trustee shall provide for the retention and storage of the Debtors' books, records, and files (which were not otherwise transferred to Purchaser pursuant to the APA) that shall have been delivered by the Debtors to the Liquidating Trustee. After receipt of such documents, the Liquidating Trustee shall be authorized to destroy any documents he or she deems necessary or appropriate in his or her reasonable judgment; *provided, however*, that the Liquidating Trustee shall not destroy any documents, including but

not limited to tax documents, that the Liquidating Trust is required to retain under applicable law.

D. Liquidating Trustee**1. Establishment of the Liquidating Trust**

On the Effective Date, the Liquidating Trust will be established pursuant to the Liquidating Trust Agreement, which will be filed with the Bankruptcy Court in the Plan Supplement. Upon establishment of the Liquidating Trust, all Liquidating Trust Assets shall be deemed transferred to the Liquidating Trust without any further action of any of the Debtors, or any employees, officers, directors, members, partners, shareholders, agents, advisors, or representatives of the Debtors. The Liquidating Trustee may elect for the Liquidating Trust to be treated as a partnership or a corporation or other Entity for tax purposes only, if the Liquidating Trustee may determine, in his or her reasonable discretion, that such election would be in the best interests of the beneficiaries of the Liquidating Trust.

The Debtors shall have the power and authority to enter into the Liquidating Trust Agreement on the Effective Date.

Prior to the Confirmation Date, the Committee and the Debtors shall designate a Person to serve as the Liquidating Trustee, pursuant to the Liquidating Trust Agreement. The Liquidating Trustee shall be supervised by a trust oversight committee comprised of three members appointed by the Committee.

2. Transfer of Liquidating Trust Assets to Liquidating Trust

Pursuant to section 1141 of the Bankruptcy Code, all transfers and contributions made pursuant to this Article VIII, Section D.2 shall be made free and clear of all Claims, liens, encumbrances, charges, and other interests. Upon completion of the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Debtors will have no further interest in, or with respect to, the Liquidating Trust Assets, or the Liquidating Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust's beneficiaries) will treat the transfer of the Liquidating Trust Assets to the Liquidating Trust in accordance with the terms of the Combined Disclosure Statement and Plan, as a transfer to the Liquidating Trust's beneficiaries, followed by a transfer by such Liquidating Trust's beneficiaries to the Liquidating Trust, and the Liquidating Trust's beneficiaries will be treated as the grantors and owners thereof.

3. Purpose of Liquidating Trust

The Liquidating Trust shall be established for the purpose of liquidating the Liquidating Trust Assets, prosecuting any Estate Causes of Action transferred to the Liquidating Trust to maximize recoveries for the benefit of the Liquidating Trust's beneficiaries, and making Distributions in accordance with the Combined Disclosure Statement and Plan to the Liquidating Trust's beneficiaries, with no objective to continue or engage in the conduct of a trade or business in accordance with Treas. Reg. § 301.7701-4(d). The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes and, to the extent permitted by

applicable law, for state and local income tax purposes, with the Liquidating Trust's beneficiaries treated as grantors and owners of the trust.

4. Preservation of Rights

Under the Combined Disclosure Statement and Plan, but subject in all respects to the Sale Order and to the APA, the Liquidating Trustee retains any and all rights of, and on behalf of, the Debtors, the Estates, and the Liquidating Trust to commence and pursue any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, regardless of whether or not such rights are specifically enumerated in the Combined Disclosure Statement and Plan, Plan Supplement, or elsewhere, and all such rights shall not be deemed modified, waived, or released in any manner, nor shall Confirmation of the Combined Disclosure Statement and Plan or the Confirmation Order act as *res judicata* or limit any of such rights of Liquidating Trustee to commence and pursue any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, to the extent the Liquidating Trustee deems appropriate. Any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, may, but need not, be pursued by the Debtors prior to the Effective Date and by the Liquidating Trustee after the Effective Date, to the extent warranted.

Unless an Estate Cause of Action against a Person or other Entity is expressly waived, relinquished, released, compromised, or settled in the Combined Disclosure Statement and Plan, or any Final Order, including the Sale Order, the Debtors expressly reserve any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, for later enforcement and prosecution by the Liquidating Trustee (including, without limitation, any Estate Causes of Action set forth in the Plan Supplement, or not specifically identified herein or otherwise, or which the Debtors may presently be unaware of, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or circumstances which may change or be different from those which the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise), or laches shall apply to any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, upon or after the Confirmation or consummation of the Combined Disclosure Statement and Plan based on the Combined Disclosure Statement and Plan or the Confirmation Order. In addition, the Liquidating Trust expressly reserves the right to pursue or adopt any and all Causes of Action that are not Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, subject to the provisions of the Combined Disclosure Statement and Plan or any Final Order.

The Debtors and the Liquidating Trustee do not intend, and it should not be assumed (nor shall it be deemed) that because any existing or potential Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, have not yet been pursued by the Debtors or are not set forth herein, in the Disclosure Statement, or otherwise, that any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, has been waived or expunged.

Except as otherwise provided in the Combined Disclosure Statement and Plan, all Estate Causes of Action against any Person or Entity shall, on the Effective Date, automatically vest in the Liquidating Trust free and clear of liens, claims, encumbrances and interests and no Estate Causes of Action shall be deemed released or discharged by the Combined Disclosure Statement and Plan unless expressly stated therein. The Liquidating Trustee, on behalf of the Liquidating Trust, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Estate Causes of Action without the consent or approval of any third party and without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Liquidating Trust Agreement. From and after the Effective Date, the Liquidating Trustee, in accordance with Section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Liquidating Trust, shall serve as a representative of the Debtors' Estates and shall retain and possess the sole and exclusive right to commence, pursue, settle, compromise or abandon, as appropriate, any and all Estate Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal. The Debtors and, after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, reserve all rights to pursue any and all Estate Causes of Action.

5. Continued Cooperation

On (and in the case of Purchaser, after) the Effective Date, the Debtors, the Liquidating Trustee and Purchaser shall provide reasonable and timely cooperation to effectuate the provisions of the Combined Disclosure Statement and Plan as the Liquidating Trustee or the Debtor might reasonably request, including, but not limited to, executing such documents as necessary to carry out the terms of the Combined Disclosure Statement and Plan and administration of the Liquidating Trust.

6. Liquidating Trustee

Retention of Liquidating Trustee. The Liquidating Trustee will be a disinterested Person from Dundon Advisers LLC to be disclosed in the Plan Supplement. The Liquidating Trustee shall carry out the duties as set forth in this section and in the Liquidating Trust Agreement. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trustee shall be deemed the appointed representative to, and may pursue, litigate, and compromise and settle any such rights, claims, and Estate Causes of Action in accordance with the best interests of and for the benefit of the Liquidating Trust's beneficiaries. In the event that the Liquidating Trustee resigns, is removed, terminated, or otherwise unable to serve as the Liquidating Trustee, then a successor shall be appointed as set forth in the Liquidating Trust Agreement. Any successor Liquidating Trustee appointed shall be bound by and comply with the terms of the Combined Disclosure Statement and Plan, the Confirmation Order, and the Liquidating Trust Agreement.

Responsibilities, Powers, and Authority of Liquidating Trustee. As of the Effective Date, the Liquidating Trustee shall take possession and charge of the Liquidating Trust Assets and, subject to the provisions herein and the Liquidating Trust Agreement, shall have full right, power and discretion to manage the affairs of the Liquidating Trust. Except as otherwise provided herein or in the Liquidating Trust Agreement, the Liquidating Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidating Trust and in furtherance of the purpose of this Combined Disclosure Statement and Plan and the Liquidating

Trust Agreement and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidating Trustee to be consistent with and advisable in connection with the performance of the Liquidating Trustee's duties. On and after the Effective Date, the Liquidating Trustee shall have the power and responsibility to do all acts contemplated by the Combined Disclosure Statement and Plan to be done by the Liquidating Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Liquidating Trust Assets and the distribution of the proceeds thereof, as contemplated herein, including, without limitation:

(a) To exercise all power and authority that may be or could have been exercised and take all actions that may be or could have been taken by the Debtors with like effect as if authorized, exercised and taken by unanimous action of the Debtors' partners, members, officers, directors and equity holders; including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtors, merger of any Debtor into another Debtor, the dissolution of any Debtor and the assertion or waiver of the Transferred Privileges (defined below);

(b) To open and maintain bank and other deposit accounts, escrows and other accounts, calculate and implement Distributions to Holders of Allowed Claims as provided for or contemplated by the Combined Disclosure Statement and Plan and take other actions consistent with the Combined Disclosure Statement and Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves in accordance with the Combined Disclosure Statement and Plan and the Liquidating Trust Agreement, in the name of the Debtors or the Liquidating Trustee, even in the event of the dissolution of the Debtors;

(c) To make a good faith valuation of the Liquidating Trust Assets, as soon as possible after the Effective Date;

(d) To object to any Claims (Disputed or otherwise) including, without limitation, the power to subordinate and recharacterize Claims by objection, motion, or adversary proceeding, and to defend, compromise and/or settle any Claims prior to or following objection without the necessity of approval of the Bankruptcy Court, and/or to seek Bankruptcy Court approval for any Claims settlement, to the extent thought appropriate by the Liquidating Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

(e) To make decisions in consultation with the oversight committee, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust and to pay, from the Liquidating Trust Assets, the charges incurred by the Liquidating Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding up of the Debtors and implementation of the Combined Disclosure Statement and Plan, without application to the Bankruptcy Court;

(f) To cause, on behalf of the Liquidating Trust, the Debtors, and their Estates all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;

(g) To invest Cash in accordance with section 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidating Trustee in accordance with the Liquidating Trust Agreement;

(h) To enter into any agreement or execute any document required by or consistent with the Combined Disclosure Statement and Plan and perform all of the obligations of the Liquidating Trustee thereunder;

(i) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization approved by the oversight committee, any assets that the Liquidating Trustee concludes are of no benefit to the Liquidating Trust beneficiaries or too impractical to distribute;

(j) To investigate (including pursuant to Bankruptcy Rule 2004), prosecute and/or settle any Estate Causes of Action (in consultation with the oversight committee), participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitative or other non-judicial proceeding, litigate or settle such Estate Causes of Action on behalf of the Liquidating Trust and pursue to settlement or judgment such actions;

(k) To enter into, without Bankruptcy Court approval, the settlement of any Estate Cause of Action;

(l) To use Liquidating Trust Assets to purchase or create and carry all appropriate insurance policies, bonds, or other means of assurance and protection of the Liquidating Trust Assets and pay all insurance premiums and other costs the Liquidating Trustee deems necessary or advisable to insure the acts and omissions of the Liquidating Trustee, and if appropriate, the oversight committee;

(m) To maintain appropriate books and records (including financial books and records) to govern the liquidation and distribution of the Liquidating Trust Assets;

(n) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly post-confirmation financial reports for each of the Debtors until such time as a final decree is entered closing the Chapter 11 Cases or the Chapter 11 Cases are converted or dismissed;

(o) To dissolve the Liquidating Trust if the Liquidating Trustee determines, in consultation with the oversight committee and its retained professionals, that the expenses of administering the Liquidating Trust so as to make a final Distribution are likely to exceed the value of the remaining Liquidating Trust Assets.

(p) To provide the oversight committee and the beneficiaries of the Liquidating Trust, within thirty (30) days after the end of the first full month following the Effective Date, and

within twenty (20) days after the end of each quarter thereafter, or such other period as subsequently agreed to between the oversight committee and the Liquidating Trustee, a report setting forth: (i) the receipt and disposition by the Liquidating Trustee of property during such period, including the amounts, recipients, and dates of any Distribution; (ii) any Disputed Claims resolved by the Liquidating Trustee; (iii) all known material non-Cash assets of the Liquidating Trust remaining to be disposed of; (iv) the status of all Estate Causes of Action; (v) an itemization of all expenses the Liquidating Trustee anticipates will become due and payable within the subsequent quarter; and (vi) the Liquidating Trustee's forecast of Cash receipts and expenses for the subsequent quarter. The Liquidating Trustee shall also provide information about the activities of the Liquidating Trust on an informal basis as such recipients may reasonably request from time to time;

(q) Incur any reasonable and necessary expenses in liquidating and converting the Liquidating Trust Assets to Cash.

(r) To seek one or more final decrees closing the Chapter 11 Cases and the Canadian Proceedings;

(s) To be the representative of the Estates and successor of the Debtors for all purposes; and

(t) To do all other acts or things consistent with the provisions of the Combined Disclosure Statement and Plan that the Liquidating Trustee deems reasonably necessary or desirable with respect to implementing the Combined Disclosure Statement and Plan.

Except as expressly set forth in the Combined Disclosure Statement and Plan and in the Liquidating Trust Agreement, the Liquidating Trustee, on behalf of the Liquidating Trust, shall have absolute discretion to pursue or not to pursue any Estate Causes of Action as it determines is in the best interests of the Liquidating Trust's beneficiaries and consistent with the purposes of the Liquidating Trust.

Subject to the other terms and provisions of the Combined Disclosure Statement and Plan, the Liquidating Trustee shall be granted standing, authority, power, and right to assert, prosecute, and/or settle the Estate Causes of Action and/or make a claim under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies based upon its powers as a Court-appointed representative of the Estates with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials.

Enforcement of Estate Causes of Action. Pursuant to section 1123(b) of the Bankruptcy Code, the Liquidating Trustee, on behalf of and for the benefit of the Liquidating Trust's beneficiaries, shall be vested with and shall retain and may enforce Estate Causes of Action transferred to the Liquidating Trust that were held by, through, or on behalf of, the Debtors and/or the Estates against any other Person, arising before the Effective Date that have not been fully resolved or disposed of prior to the Effective Date, whether or not such Estate Causes of Action are specifically identified in the Combined Disclosure Statement and Plan and whether or not litigation with respect to same has been commenced prior to the Effective Date. The

recoveries from any Estate Causes of Action transferred to the Liquidating Trust will be deposited into the Liquidating Trust and distributed in accordance with the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

Compensation of Liquidating Trustee. The Liquidating Trustee shall be compensated as set forth in the Liquidating Trust Agreement; *provided, however*, that such compensation shall only be payable from the Liquidating Trust Assets. The Liquidating Trustee shall fully comply with the terms, conditions, and rights set forth in the Combined Disclosure Statement and Plan, the Confirmation Order and the Liquidating Trust Agreement. The Liquidating Trustee shall not be required to file a fee application to receive compensation.

Limitation of Liability of the Liquidating Trustee. The Liquidating Trust shall indemnify the Liquidating Trustee and his or her professionals against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidating Trustee or his or her professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve the Liquidating Trustee or his or her professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing or malpractice.

7. Trust Expenses

The Liquidating Trustee may, in the ordinary course of business and without the necessity for any application to, or approval of, the Bankruptcy Court, pay any accrued but unpaid Trust Expenses. All Trust Expenses shall be charged against and paid from the Liquidating Trust Assets.

8. Privileges

Other than the Retained Privileges (defined below), and subject to the terms of the Combined Disclosure Statement and Plan, all of the Debtors' privileges (the "Privileges"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or protections solely relating to the Estate Causes of Action, in each instance arising on or after the earlier of (i) two (2) years prior to the Petition Date and (ii) the applicable statute of limitations governing any such Estate Cause of Action (but in no event more than six (6) years prior to the Petition Date) (the "Transferred Privileges"), shall be transferred, assigned, and delivered to the Liquidating Trust, without waiver, limitation, or release, and shall vest with the Liquidating Trust on the Effective Date and be jointly held by the Debtors and the Liquidating Trust on and after the Effective Date; *provided, however*, that notwithstanding the foregoing, Transferred Privileges do not and shall not include Privileges relating in any way to (a) any rights, Claims, or Causes of Action sold to Purchaser in connection with the Sale, (b) the preparation, filing, or prosecution of the Chapter 11 Cases, or (c) any negotiations with Purchaser, the Committee, or the DIP Lender.

The Liquidating Trust and Debtors shall each hold and each be the beneficiary of all Transferred Privileges and be entitled to assert all Transferred Privileges. No Privilege shall be

waived by disclosures to the Liquidating Trustee of the Debtors' documents, information, or communications subject to any privilege, protection, or immunity, or protections from disclosure jointly held by the Debtors and the Liquidating Trust.

Notwithstanding the foregoing or anything else in the Combined Disclosure Statement and Plan or otherwise to the contrary, no Privileges other than the Transferred Privileges (all Privileges other than the Transferred Privileges being the "Retained Privileges") shall be transferred, assigned, or delivered to the Liquidating Trust and such Retained Privileges shall not vest with the Liquidating Trust. The Liquidating Trust shall not hold nor be the beneficiary of any Retained Privileges or entitled in any way to assert any Retained Privileges, which shall be held solely by the Debtors.

The Liquidating Trustee shall have until two (2) years after the Effective Date to request documents or information subject to the Transferred Privileges (each an "Information Request"); *provided, however*, that with respect to any action involving Transferred Privileges filed on or before two (2) years after the Effective Date, the Liquidating Trustee may make an Information Request subject to the Transferred Privileges involved in such action until the final resolution of such action, including any appeals.

Notwithstanding anything in this Section 8 to the contrary, to the extent that the Debtors or the Liquidating Trustee seek to waive any of the Privileges and such waiver could result in (i) a waiver of any of any Privilege relating to the Causes of Action that were Acquired Assets, (ii) a waiver of any other Privilege arising out or acquired pursuant to the Sale Order and APA, or (iii) any negative impact on Purchaser, then the Debtors or the Liquidating Trustee, as applicable, shall be required to receive the written consent of Purchaser prior to the Debtors or the Liquidating Trustee, as applicable, waiving such Privilege.

To the extent of any conflict between this Section 8 of the Combined Disclosure Statement and Plan and any other provision of the Combined Disclosure Statement and Plan relating to Privileges, this Section 8 shall control.

9. Termination of Liquidating Trust

The Liquidating Trust shall be dissolved upon the earlier of the distribution of all of its assets to the Liquidating Trust's beneficiaries (or Interest Holders, if applicable) and the third anniversary of the creation of the Liquidating Trust, *provided* that the Liquidating Trustee shall, in its sole discretion, be authorized to extend the dissolution date to the fifth anniversary of the creation of the Liquidating Trust with prior Bankruptcy Court approval. If warranted by the facts and circumstances involved in resolving any Estate Causes of Action, upon application to, and if approved by, the Bankruptcy Court upon a finding that such further extension is necessary for purposes of resolving such Estate Causes of Action and distributing the proceeds to Liquidating Trust's beneficiaries, the term of the Liquidating Trust may be further extended by the Liquidating Trustee for a specified, finite term.

10. Exculpation Relating to the Liquidating Trust

No Holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any Claim or Cause of Action against the Liquidating Trustee, the Liquidating Trust, or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with the Combined Disclosure Statement and Plan or for fulfilling any functions incidental to implementing the provisions of the Combined Disclosure Statement and Plan or the Liquidating Trust, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing.

E. Plan Transactions

1. Transfer of Assets

On the Effective Date, the Debtors shall cause the Liquidating Trust Assets to be transferred to the Liquidating Trust.

F. Effective Date Transactions**1. Transfer of Any Remaining Assets to Liquidating Trust**

On the Effective Date, except as otherwise expressly provided in the Combined Disclosure Statement and Plan, title to the Liquidating Trust Assets (including specifically the Trust Funding, the rights to collect under the Debtors' existing insurance policies, including the primary director and officer liability, employment practices liability, or fiduciary liability insurance policies and any claims arising thereunder, and all Estate Causes of Action) shall vest in the Liquidating Trust free and clear of all liens, encumbrances, or interests of any kind. Except as otherwise provided in the Sale Order or the Combined Disclosure Statement and Plan, the Liquidating Trust shall succeed to all rights and interests provided to the Debtors and their Estates under the APA to the extent permitted under the APA and the Sale Order.

G. Provisions Governing Distributions Under the Combined Disclosure Statement and Plan**1. Distribution Record Date**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or the Liquidating Trustee, or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. The Debtors or the Liquidating Trustee shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Debtors, the Liquidating Trustee, or any party responsible for making Distributions shall be entitled to recognize and deal for all purposes under the Combined Disclosure Statement and Plan only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

2. Method of Payment

Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed as of the Effective Date shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed after the Effective Date shall be made as soon as is reasonably practicable after the date on which such Claim becomes Allowed. Distributions made after the Effective Date to Holders of Allowed Claims shall be deemed to have been made on the Effective Date and, except as otherwise provided in the Combined Disclosure Statement and Plan, no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. In the event that any payment or act under the Combined Disclosure Statement and Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on, or as soon as reasonably practicable after, the

next succeeding Business Day, but shall be deemed to have been completed as of the required date.

All Distributions hereunder shall be made by the Liquidating Trustee, or its named successor or assign, as “Disbursing Agent,” on or after the Effective Date or as otherwise provided herein. For the avoidance of doubt, the Liquidating Trust shall act as Disbursing Agent with respect to all Effective Date Distributions, and (ii) the Liquidating Trustee, or such other Entity designated by the Liquidating Trustee, shall act as Disbursing Agent with respect to all General Unsecured Claims. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Disbursing Agent.

Unless otherwise expressly agreed in writing, all cash payments to be made pursuant to the Combined Disclosure Statement and Plan shall be made by check drawn on a domestic bank or an electronic wire.

3. Surrender of Instruments

Pursuant to Bankruptcy Code section 1143, as a condition precedent to receiving any Distribution under the Combined Disclosure Statement and Plan, each Holder of a certificated instrument or note must surrender such instrument or note held by it to the Disbursing Agent or its designee. Any Holder of such instrument or note that fails to (i) surrender the instrument or note or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent and furnish a bond in form, substance, and amount reasonably satisfactory to the Disbursing Agent before the third anniversary of the Effective Date shall be deemed to have forfeited all rights and Claims and may not participate in any Distribution hereunder.

4. Delivery of Distributions

Except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be made: (a) at the addresses set forth on the respective Proofs of Claim Filed by such Holders; (b) at the addresses set forth in any written notice of address changes delivered to the Liquidating Trustee after the date of any related Proof of Claim; or (c) at the address reflected in the Schedules if no Proof of Claim is filed and the Liquidating Trustee has not received a written notice of a change of address.

If any Distribution to a Holder of an Allowed Claim is returned as undeliverable, the Liquidating Trustee shall use reasonable efforts to determine such Holder’s then-current address, at which time a Distribution shall be made to such Holder without interest. If the Liquidating Trustee cannot determine, or is not notified of, a Holder’s then-current address within ninety (90) days after the original Distribution date for such Holder, such Distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b). After such date, all unclaimed property or interest in property shall revert to the Liquidating Trust to be distributed in accordance with the terms of the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

5. Objection to and Resolution of Claims

Except as expressly provided herein, or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under the Combined Disclosure Statement and Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Interest. On or after the Effective Date, the Liquidating Trust shall be vested with any and all rights and defenses each Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

On and after the Effective Date, the Liquidating Trustee, with respect to all Claims and Interests, shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests, including Claims listed on the Debtors' Schedules, under the Combined Disclosure Statement and Plan, or otherwise. Any objections to Claims shall be served and filed on or before the later of (i) 180 days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object.

6. Preservation of Rights to Settle Claims

Except as otherwise expressly provided herein, nothing contained in the Combined Disclosure Statement and Plan, the Plan Supplement, or in the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or Causes of Action that the Debtors may have or which the Liquidating Trustee may choose to assert on behalf of the Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law or rule, common law, equitable principle, or other source of right or obligation, including, without limitation, (i) any and all claims against any Person or Entity, to the extent such Person or Entity asserts a crossclaim, counterclaim, and/or claim for setoff that seeks affirmative relief against the Debtors, their officers, directors, or representatives, and (ii) the turnover of all property of the Estates. This Section shall not apply to any claims sold, released, waived, relinquished, exculpated, compromised, or settled under the Combined Disclosure Statement and Plan or pursuant to a Final Order, expressly including the Sale Order. Except as expressly provided in the Combined Disclosure Statement and Plan, nothing contained in the Combined Disclosure Statement and Plan, the Plan Supplement, or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense. No Entity may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan, the Plan Supplement, or the Disclosure Statement to any cause of action against it as any indication that the Debtors or the Liquidating Trustee, as applicable, will not pursue any and all available causes of action against them. The Debtors and the Liquidating Trustee expressly reserve all rights to prosecute any and all causes of action against any Person or Entity, except as otherwise expressly provided in the Combined Disclosure Statement and Plan.

7. Miscellaneous Distribution Provisions

Disputed Claims. At such time as a Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall distribute to the Holder of such Claim, such Holder's Pro Rata share of the property distributable with respect to the Class in which such Claim belongs as soon as

practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order. To the extent that all or a portion of a Disputed Claim is Disallowed, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is Disallowed, and any property withheld pending the resolution of such Claim shall be reallocated pro rata to the Holders of Allowed Claims in the same Class.

Setoff. The Debtors or Liquidating Trustee, as applicable, retain the right to reduce any Claim by way of setoff in accordance with the Debtors' books and records and in accordance with the Bankruptcy Code.

Minimum Distributions. Notwithstanding anything herein to the contrary, the Liquidating Trustee shall not be required to make Distributions or payments of less than \$100.00.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Background

The Bidding Procedures Order and the Sale Order contemplate the treatment of Executory Contracts and Unexpired Leases. While nothing in this Combined Disclosure Statement and Plan shall be deemed to supersede the Bidding Procedures Order and Sale Order, Article IX of this Combined Disclosure Statement and Plan is included out of an abundance of caution.

B. Executory Contracts and Unexpired Leases

All Executory Contracts and Unexpired Leases of the Debtors that have not been assumed, assigned, or rejected, prior to the Effective Date shall be deemed rejected on the Effective Date.

C. Rejection Claims

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Combined Disclosure Statement and Plan results in a Rejection Claim in favor of a counterparty to such executory contract or unexpired lease, such Rejection Claim, if not heretofore evidenced by a timely and properly filed Proof of Claim, shall be forever barred and shall not be enforceable against the Debtors or the Liquidating Trust, or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Liquidating Trustee on or before the date that is 30 days after the Effective Date. All Allowed Rejection Claims shall be treated as General Unsecured Claims pursuant to the terms of the Combined Disclosure Statement and Plan.

To the extent that any and all of the Debtors' insurance policies that were not transferred to Purchaser pursuant to the APA, including any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, are considered executory contracts, then notwithstanding anything contained in the Combined Disclosure Statement and Plan to the contrary, such insurance policies, shall be deemed assumed and assigned to the Liquidating Trust. Unless otherwise determined by the Bankruptcy Court, pursuant to a Final

Order, no payments are required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each such policy. For the avoidance of any doubt, all rights under any insurance policy that is not an executory contract and was not transferred to Purchaser pursuant to the APA and the Sale Order, and all rights under any other insurance policies that were not transferred to Purchaser pursuant to the APA and the Sale Order and under which the Debtors may be beneficiaries, shall be preserved and shall vest with the Liquidating Trust and shall remain in full force and effect after the Effective Date for the term thereof; and nothing herein shall alter or adversely affect the rights of any non-Debtor beneficiaries of or covered Persons or Entities under such insurance policies. Further, for the avoidance of any doubt, the Liquidating Trustee may bring or assert Estate Causes of Action under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, as insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials, as those terms are used in the policies.

X. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

The following is the list of conditions precedent to Confirmation:

- (1) the Plan Supplement is Filed;
- (2) the Canadian Court shall have issued the Canadian Recognition Order re Procedures and it shall be a Final Order;
- (3) the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and the Committee;
- (4) the form of Liquidating Trust Agreement shall be agreed upon by the Debtors and the Committee, and the proposed Liquidating Trustee identified and disclosed; and
- (5) the Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as Filed on October 17, 2023, unless such material amendment, alteration, or modification has been made in accordance with Article XIII herein.

B. Conditions Precedent to the Effective Date

The following is the list of conditions precedent to the Effective Date:

- (1) The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall be a Final Order;
- (2) The Canadian Court shall have issued the Canadian Recognition Order re Confirmation and it shall be a Final Order;

- (3) the Liquidating Trust Agreement shall be executed and the Liquidating Trustee shall have been appointed and accepted such appointment; and
- (4) the Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with Article XIII herein.

C. Waiver of Conditions

The conditions precedent to Confirmation and conditions precedent to the Effective Date, other than those in paragraphs X.B. (1) and (2) above, may be waived in whole or in part, in writing, by both of the Debtors and the Committee, without further order of the Bankruptcy Court.

D. Effect of Nonoccurrence of Conditions

If the conditions precedent to the Effective Date are not satisfied or waived, the Debtors may, upon motion and notice to parties in interest, seek to vacate the Confirmation Order.

If the Confirmation Order is vacated: (i) the Combined Disclosure Statement and Plan is null and void in all respects; and (ii) nothing contained in the Combined Disclosure Statement and Plan shall (a) constitute a waiver or release of any Claims by or against the Debtors, or (b) prejudice, in any manner, the rights of the Debtors or any other party in interest.

XI. EXCULPATION, RELEASES, AND INJUNCTIONS**A. Injunction**

All injunctions or stays provided for in the Chapter 11 Cases under Bankruptcy Code sections 105 or 362, or otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the later of (a) the Effective Date, or (b) the date indicated in the order providing for such injunction or stay. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend, or supersede any injunctions or stays granted in the Sale Order.

Except as otherwise provided in the Combined Disclosure Statement and Plan or to the extent necessary to enforce the terms and conditions of the Combined Disclosure Statement and Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against any property that is to be distributed under the terms of the Combined Disclosure Statement and Plan on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a setoff not taken pre-confirmation, right or subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Combined Disclosure Statement and Plan; *provided, however*, that such entities shall not be precluded from exercising their rights pursuant to and consistent with the terms of the Combined Disclosure Statement and Plan or the Confirmation Order; *provided, further*, that the foregoing provisions of this provision shall not apply to any acts, omissions, claims, causes of action, or other obligations expressly set forth in and preserved by this Combined

Disclosure Statement and Plan or any defenses thereto. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend, or supersede any injunctions or stays granted in the Sale Order. Notwithstanding any other provision of the Combined Disclosure Statement and Plan to the contrary, pursuant to 1141(d)(3), the debtors shall not receive a discharge.

B. Exculpation

Except as otherwise specifically provided in the Combined Disclosure Statement and Plan, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest (including Estate Causes of Action) for any act or omission occurring on or after the Petition Date and on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases, the Combined Disclosure Statement and Plan, the pursuit of Confirmation, the consummation of the Combined Disclosure Statement and Plan, the administration of the Combined Disclosure Statement and Plan, the property to be liquidated and/or distributed under the Combined Disclosure Statement and Plan or any postpetition and pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under this Combined Disclosure Statement and Plan.

The foregoing paragraph shall apply to attorneys to the greatest extent permissible under applicable bar rules and case law.

C. Estate Releases

PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE COMBINED DISCLOSURE STATEMENT AND PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASED PARTIES (OTHER THAN THE DEBTORS) SHALL BE DEEMED RELEASED BY THE DEBTORS AND THEIR ESTATES, FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE (EXCEPT FOR ANY CLAIMS BASED UPON WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION) THAT THE DEBTORS, THEIR ESTATES, OR THE LIQUIDATING TRUSTEE, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE,

SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE COMBINED DISCLOSURE STATEMENT AND PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE BY THE DEBTORS AND THE ESTATES IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTORS; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES, AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO THE DEBTORS, THEIR ESTATES, OR THE LIQUIDATING TRUST ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY DEBTORS AND THE ESTATES.

D. Releases by Holders of Claims and Interests of Debtors.

EXCEPT AS OTHERWISE PROVIDED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN, ON THE EFFECTIVE DATE AND AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASING PARTIES SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER IN CONNECTION WITH OR IN ANY WAY RELATING TO THE DEBTORS, THE CONDUCT OF THE DEBTORS' BUSINESSES, THE CHAPTER 11 CASES, THE COMBINED DISCLOSURE STATEMENT AND PLAN (OTHER THAN THE RIGHTS OF THE DEBTORS, OR A CREDITOR HOLDING AN ALLOWED CLAIM TO ENFORCE THE OBLIGATIONS UNDER THE CONFIRMATION ORDER AND COMBINED DISCLOSURE STATEMENT PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR

DOCUMENTS DELIVERED THEREUNDER), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATION OF FEDERAL OR STATE SECURITIES LAW OR OTHERWISE, THAT ARE BASED IN WHOLE OR PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE; PROVIDED, HOWEVER, THAT NOTHING IN THIS ARTICLE XI SHALL OPERATE AS A RELEASE, WAIVER OR DISCHARGE OF ANY CAUSES OF ACTION OR LIABILITIES ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR CRIMINAL ACTS OF ANY SUCH RELEASED PARTY.

XII. RETENTION OF JURISDICTION

Following the Confirmation Date and the Effective Date, the Bankruptcy Court shall retain jurisdiction for the following purposes:

- (1) to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
- (2) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (3) to issue such orders in aid of execution and consummation of the Combined Disclosure Statement and Plan, to the extent authorized by Bankruptcy Code section 1142;
- (4) to consider any amendments to or modifications of the Combined Disclosure Statement and Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (5) to hear and determine all requests for compensation and reimbursement of expenses to the extent allowed by the Bankruptcy Court under Bankruptcy Code sections 330 or 503;
- (6) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Combined Disclosure Statement and Plan;
- (7) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Sale Order;
- (8) to hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;
- (9) to hear any other matter not inconsistent with the Bankruptcy Code;

- (10) to enter the Final Decree;
- (11) to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Combined Disclosure Statement and Plan;
- (12) to decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;
- (13) to hear and determine any and all motions, adversary proceedings, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases, including the Estate Causes of Action;
- (14) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Combined Disclosure Statement and Plan, except as otherwise provided herein;
- (15) to determine any other matters that may arise in connection with or related to the Combined Disclosure Statement and Plan, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Combined Disclosure Statement and Plan;
- (16) to determine any other matters that may arise in connection with or related to the Sale Order or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Sale Order;
- (17) to enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);
- (18) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof; and
- (19) to resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the Bar Date, or the Confirmation Hearing for the purpose of determining whether a Claim or Interest is discharged hereunder, or for any other purpose.

XIII. MISCELLANEOUS PROVISIONS

A. Amendment or Modification of the Combined Disclosure Statement and Plan

Alterations, amendments, or modifications of the Combined Disclosure Statement and Plan may be proposed in writing by the Debtors, but only with the prior written consent of the Committee, at any time before the Confirmation Date; provided that the Combined Disclosure Statement and Plan, as altered, amended, or modified, satisfies the conditions of Bankruptcy

Code sections 1122 and 1123 and the Debtors shall have complied with Bankruptcy Code section 1125. The Debtors, but only with the prior written consent of the Committee, may modify the Combined Disclosure Statement and Plan at any time after Confirmation and before substantial consummation, provided that this Combined Disclosure Statement and Plan, as modified, meets the requirements of Bankruptcy Code sections 1122 and 1123 and the circumstances warrant such modifications. A Holder of a Claim that has accepted the Combined Disclosure Statement and Plan shall be deemed to have accepted such Combined Disclosure Statement and Plan as modified if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

B. Exhibits/Schedules

All exhibits and schedules to this Combined Disclosure Statement and Plan are incorporated into and are part of the Combined Disclosure Statement and Plan as if set forth in full herein.

C. Plan Supplement

The Debtors will File the Plan Supplement at least seven days (7) before the Confirmation objection deadline. The Plan Supplement will contain, among other things: (a) the Liquidating Trust Agreement; (b) identification of the Liquidating Trustee; and (c) any other disclosures as required by the Bankruptcy Code.

D. Filing of Additional Documents

On or before substantial consummation of the Combined Disclosure Statement and Plan, the Liquidating Trustee shall File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Combined Disclosure Statement and Plan.

E. Binding Effect of Plan

The Combined Disclosure Statement and Plan shall be binding upon and inure to the benefit of the Debtors, the Holders of Claims, the Holders of Equity Interests, and their respective successors and assigns. Notwithstanding anything to the contrary herein, nothing in the Combined Disclosure Statement and Plan modifies, alters, or amends the respective rights and obligations of the Debtors or Purchaser under the Sale Order, the APA, or any other document governing the Sale.

F. Governing Law

Except as required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

G. Time

To the extent that any time for the occurrence or happening of an event as set forth in this Combined Disclosure Statement and Plan falls on a day that is not a Business Day, the time for the next occurrence or happening of said event shall be extended to the next Business Day.

H. Severability

Should any provision of this Combined Disclosure Statement and Plan be deemed unenforceable after the Effective Date, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Combined Disclosure Statement and Plan.

I. Revocation

The Debtors reserve the right to revoke and withdraw the Combined Disclosure Statement and Plan prior to the entry of the Confirmation Order. If the Debtors revoke or withdraw the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall be deemed null and void, and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors, any other Person, or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtors.

J. Dissolution of the Committee

On the Effective Date, the Committee shall be dissolved and its members deemed released of any continuing duties, responsibilities, and obligations in connection with the Chapter 11 Cases or the Combined Disclosure Statement and Plan and its implementation, and the retention and employment of the Committee's Professionals shall terminate, except with respect to: (i) any matters concerning Distributions; (ii) prosecuting applications for Professionals' compensation and reimbursement of expenses incurred as a member of the Committee; or (iii) asserting, disputing, and participating in resolution of Professional Fee Claims. Upon the resolution of (i) through (iii), the Committee shall be immediately dissolved, released, and discharged.

K. Inconsistency

To the extent that the Combined Disclosure Statement and Plan conflicts with or is inconsistent with any agreement related to the Combined Disclosure Statement and Plan, the provisions of the Combined Disclosure Statement and Plan shall control; *provided, however*, that nothing in the Combined Disclosure Statement and Plan shall be deemed to supersede, amend, or modify the provisions of the Sale Order, Bidding Procedures Order, and APA.

In the event of any inconsistency between any provision of any of the foregoing documents, and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

L. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Combined Disclosure Statement and Plan shall be deemed an admission by any Entity with respect to any matter set forth herein.

M. Reservation of Rights

Except as expressly set forth herein, the Combined Disclosure Statement and Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Combined Disclosure Statement and Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Combined Disclosure Statement and Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors, Holders of Claims, or Holders of Equity Interests before the Effective Date.

XIV. RECOMMENDATION

In the opinion of the Debtors and the Combined Disclosure Statement and Plan is superior and preferable to any alternative described in this Combined Disclosure Statement and Plan. Further, the value being provided to Creditors under the Combined Disclosure Statement and Plan was subject to a competitive process through which parties other than Purchaser could have provided higher and better bids, but determined, in their reasonable business judgment, that Purchaser submitted the highest and best bid. Accordingly, the Debtors and the Committee recommend that Holders of Claims entitled to vote on the Combined Disclosure Statement and Plan vote to accept the Combined Disclosure Statement and Plan and support Confirmation.

Dated: ~~November 8~~ December 14, 2023

LLP

Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE,

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)

Robert A. Weber (No. 4013)

Mark L. Desgrosseilliers (No. 4083)

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Counsel to the Debtors and

Debtors-In-Possession

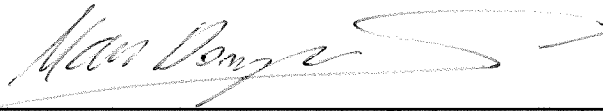
Document comparison by Workshare Compare on Thursday, December 14, 2023 1:52:22 PM

Input:	
Document 1 ID	netdocuments://4863-7105-0120/3
Description	Structurlam Combined Plan & DS (FINAL FILED VERSION)
Document 2 ID	netdocuments://4863-7105-0120/4
Description	Structurlam Combined Plan & DS (FINAL FILED VERSION)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	6
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	13

This is Exhibit "C" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.

A handwritten signature in cursive script, appearing to read "Alan Dwyer", written over a horizontal line.

A Commissioner for taking Affidavits in British Columbia

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**CERTIFICATION OF SCOTT M. EWING WITH RESPECT TO THE TABULATION
OF VOTES ON THE FIRST AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF
STRUCTURLAM MASS TIMBER U.S., INC. ET AL.**

I, Scott M. Ewing, depose and say under the penalty of perjury:

1. I am a Senior Consultant of Corporate Restructuring, employed by Kurtzman Carson Consultants LLC (“KCC”), located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. I am over the age of 18 and not a party to these proceedings.

2. I submit this certification (the “Voting Certification”) with respect to the solicitation of votes and the tabulation of Ballots cast on the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al. [Docket No. 450] (the “Combined Disclosure Statement and Plan”) (as may be amended, supplemented, or modified from time to time, the Combined Disclosure Statement and Plan) filed on November 8, 2023 by the above-captioned debtors (collectively, the “Debtors”). Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review of relevant documents. I

¹. The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.



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am authorized to submit this Voting Certification on behalf of KCC. If I were called to testify, I could and would testify competently as to the facts set forth herein.

3. The Court authorized the retention of KCC (i) as the claims and noticing agent to the Debtors pursuant to the *Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date* [Docket No. 44] entered on April 26, 2023, and (ii) as administrative advisor to the Debtors pursuant to the *Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 172] entered on May 25, 2023 (collectively, the “Retention Orders”). The Retention Orders authorize KCC to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. KCC and its employees have considerable experience in soliciting and tabulating votes to accept or reject proposed chapter 11 plans.

A. Service and Transmittal of Solicitation Packages and Related Information

4. On November 9, 2023, the Court entered the *Order (I) Conditionally Approving Combined Disclosure Statement and Plan for Solicitation Purposes Only, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Combined Disclosure Statement and Plan, (III) Approving the Form of Ballot and Solicitation Materials, (IV) Establishing Voting Record Date, (V) Fixing the Date, Time and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (VI) Approving Related Shortened Notice Procedures* [Docket No. 460] (the “Interim Approval and Procedures Order”).² The Interim Approval and Procedures Order established, among other things, (i) November 9, 2023 as the record date (the “Voting Record Date”) for determining the Holders of Claims and

² Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Interim Approval and Procedures Order.

Interests entitled to vote on the Plan, (ii) procedures for the solicitation of votes to accept or reject the Plan (the “Solicitation Procedures”) and (iii) procedures for the tabulation of Ballots (the “Tabulation Procedures”). Pursuant to the Plan and the Solicitation Procedures, only Holders of Claims as of the Voting Record Date in Class 3A (SMTU General Unsecured Claims), Class 3B (SLP General Unsecured Claims), Class 3C (SMTU General Unsecured Claims), and Class 4 (Equity Interests) (the “Voting Classes”) were entitled to vote to accept or reject the Plan.

5. In accordance with the Interim Approval and Procedures Order, on November 16, 2023, KCC caused to be served (i) the Confirmation Notice to creditors and parties in interest entitled to receive such notice pursuant to the Interim Approval and Procedures Order, (ii) the Solicitation Package on all Holders of Claims in the Voting Classes entitled to vote as of the Voting Record Date, and (iii) the Confirmation Notice and Unimpaired Non-Voting Status Notice to the Holders of Claims and Interests in the following Classes (which were not entitled to vote on the Plan): Class 1 (Other Secured Claims) and Class 2 (Priority Claims). A certificate of service evidencing the foregoing was filed with the Court on November 28, 2023 [Docket No. 488].

6. On November 16, 2023, KCC also posted links to the electronic versions of the Solicitation Package, including the Confirmation Notice, Combined Disclosure Statement and Plan, and Interim Approval and Procedures Order (excluding exhibits thereto), on the public access website at www.kccllc.net/structurlam.

B. Voting and Tabulation Process

7. The Interim Approval and Procedures Order established November 9, 2023 as the Voting Record Date. Pursuant to the Interim Approval and Procedures Order, Holders of Claims in Class 3A (SMTU General Unsecured Claims), Class 3B (SLP General Unsecured Claims),

Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity Interests) were entitled to vote to accept or reject the Plan. No other classes were entitled to vote on the Plan.

8. Pursuant to the Interim Approval and Procedures Order, KCC relied on the Debtors' Schedules of Assets and Liabilities and the Claims information reflected in KCC's CaseView system ("CaseView")³ to identify and solicit Holders of Claims in the Voting Classes.

9. Using the information outlined above, and with specific guidance from Debtors' counsel, KCC created a voting database reflecting the names and addresses, classification and voting amounts of Holders of Claims in the Voting Classes. Specifically, using its CaseView system and voting database, KCC generated Ballots for Holders of Claims entitled to vote to accept or reject the Plan.

10. The Interim Approval and Procedures Order established December 12, 2023 at 4:00 p.m. (prevailing Eastern Time) as the deadline by which Ballots for accepting or rejecting the Plan had to be actually received by KCC in order to be counted (the "Voting Deadline").

11. In accordance with the Interim Approval and Procedures Order, KCC received and tabulated the Ballots as follows: (a) each returned paper Ballot was opened and inspected at KCC's office; (b) paper Ballots were date-stamped and scanned into KCC CaseView; and (c) all Ballots received on or before the Voting Deadline were then entered into KCC CaseView and tabulated in accordance with the Voting and Tabulation Procedures.

12. The final tabulation of votes cast by timely and properly completed Ballots received by KCC is set forth below and attached hereto as Exhibit A, with a detailed ballot report for the Voting Classes attached hereto as Exhibit A-1 through Exhibit A-3, respectively.

³ CaseView is KCC's claims management database, which stores the records and images associated with all scheduled and filed claims.

CLASS	TOTAL BALLOTS RECEIVED			
	Accept		Reject	
	AMOUNT (% of Amount Voted)	NUMBER (% of Number voted)	AMOUNT (% of Amount Voted)	NUMBER (% of Number Voted)
Class 3A – SMTU General Unsecured Claims	\$237,264.78 (100.00%)	14 (100.00%)	\$0.00 (0.00%)	0 (0.00%)
Class 3B – SLP General Unsecured Claims	\$0.00 (0.00%)	0 (0.00%)	\$0.00 (0.00%)	0 (0.00%)
Class 3C – SMTU General Unsecured Claims	\$1,260,573.59 (82.35%)	28 (96.55%)	\$270,177.60 (17.65%)	1 (3.45%)
Class 4 – Equity Interests	59,374,537 (100.00%)	2 (100.00%)	0 (0.00%)	0 (0.00%)

C. Ballots Excluded from Tabulation

13. A report of any parties in the Voting Classes excluded from the final tabulation, and the reasons for exclusion of such ballots, is attached hereto as **Exhibit B**. All such ballots were not counted for one of the following reasons: Ballot did not indicate an acceptance or rejection (i.e. an “abstained” vote), the Ballot is subject to a pending objection, the Ballot was received after the Voting Deadline, the Ballot was submitted on a form other than the official form sent by the Claims and Balloting Agent, or the Ballot was submitted by electronic mail.

D. Opt-In Election

14. KCC also reviewed and documented which entities submitted a Ballot which checked the box on such Ballot to opt into the Third-Party Release. A report of all entities who opted in of the Third-Party Release by checking the opt-in box is attached hereto as **Exhibit C**.

For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-in elections received, including those reported on Exhibit C, but rather is providing these opt-in election results for reporting and informational purposes only.

E. Conclusion

15. To the best of my knowledge, information and belief, the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true and correct. The Ballots received by KCC are stored at KCC's office and are available for inspection by or submission to this Court.

Dated: December 13, 2023

/s/ Scott M. Ewing
Scott M. Ewing
Senior Consultant, Corporate Restructuring
Kurtzman Carson Consultants LLC

Exhibit A

Exhibit A
Ballot Tabulation Summary

Class Name	Class Description	Ballots Not Tabulated	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total \$ Voted	\$ Accepted	\$ Rejected	% \$ Accepted	% \$ Rejected
3A	SMTU General Unsecured Claims	7	14	14	0	100.00	0.00	\$237,264.78	\$237,264.78	\$0.00	100.00	0.00
3B	SLP General Unsecured Claims	0	0	0	0	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00
3C	SMTC General Unsecured Claims	9	29	28	1	96.55	3.45	\$1,530,751.19	\$1,260,573.59	\$270,177.60	82.35	17.65
Class Name	Class Description	Ballots Not Counted	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total Shares Voted	Shares Accepted	Shares Rejected	% Shares Accepted	% Shares Rejected
4	Equity Interests	0	2	2	0	100.00	0.00	59,374,537	59,374,537.00	0	100.00	0.00

Exhibit A-1

Exhibit A-1
Class 3A Ballot Detail
SMTU General Unsecured Claims

Creditor Name	Date Filed	Ballot No.	Voting Amount	Vote
APA - The Engineered Wood Association	12/11/2023	35	\$13,661.17	Accept
Apquip Company, Inc.	12/05/2023	15	\$1,360.23	Accept
Cal-Tex Lumber Company Inc	12/05/2023	16	\$42,493.76	Accept
CED, Inc. dba Keathley Patterson Electric	12/07/2023	23	\$2,695.43	Accept
Conway Corporation	11/28/2023	1	\$15,401.18	Accept
CRG Financial LLC	12/11/2023	45	\$11,326.57	Accept
CRG Financial LLC	12/11/2023	46	\$2,710.02	Accept
George R Douglas and Associates	12/06/2023	22	\$9,978.71	Accept
Kerlin Drake Consulting	12/04/2023	11	\$3,700.00	Accept
Marks Machinery & More dba Mark Walters LLC	12/06/2023	21	\$657.61	Accept
Ozark Fluid Power, Inc.	12/01/2023	4	\$1,056.07	Accept
Smart Choice Delivery, Inc.	12/07/2023	24	\$2,500.00	Accept
Weyerhaeuser NR Company	12/07/2023	25	\$125,666.03	Accept
Wilkinsons, Inc. dba Wilkinsons Mall	12/01/2023	3	\$4,058.00	Accept

Exhibit A-2

Exhibit A-2
Class 3C Ballot Detail
SMTC General Unsecured Claims

Creditor Name	Date Filed	Ballot No.	Voting Amount	Vote
505644 BC Ltd. dba	12/01/2023	6	\$9,399.57	Accept
A&S Service Group Ltd.	12/12/2023	53	\$31,200.75	Accept
Argo Partners	11/28/2023	2	\$13,838.48	Accept
B&L Machine Shop	12/08/2023	29	\$2,828.72	Accept
Baron Quality Assurance	12/01/2023	10	\$1,991.98	Accept
Cascade Raider Holdings Ltd	12/05/2023	13	\$3,065.06	Accept
Command Industries Inc.	12/01/2023	9	\$34,693.31	Accept
CRG Financial LLC	12/11/2023	42	\$9,894.23	Accept
CRG Financial LLC	12/11/2023	43	\$2,918.64	Accept
CRG Financial LLC (As Assignee of EZ Bins)	12/11/2023	41	\$11,055.40	Accept
CRG Financial LLC (As Assignee of Waste Connections of Canada Inc.)	12/11/2023	44	\$3,346.57	Accept
Croswell Cindy Ann	12/11/2023	30	\$5,360.84	Accept
ICC Evaluation Service, LLC	12/04/2023	12	\$2,845.00	Accept
KF Arc Holding LP	12/12/2023	51	\$76,214.57	Accept
Kingfish Capital Partners, LLC	12/12/2023	52	\$246,725.49	Accept
Marcon Metalfab Inc.	12/11/2023	40	\$684,392.16	Accept
Penticton Winery Supplies Inc.	12/11/2023	36	\$3,182.68	Accept
Ramsden Square Fastening Ltd	12/11/2023	37	\$1,472.94	Accept
Rapid Industries	12/12/2023	56	\$66,960.79	Accept
Redwood Plastics And Rubber Corp	12/11/2023	38	\$2,074.63	Accept
Rid-It Pest Control	12/08/2023	26	\$477.75	Accept
Smithson Employment Law Corporation	12/12/2023	54	\$6,370.12	Accept
Stephen Boczulak	12/11/2023	31	\$270,177.60	Reject
Summit International Trade Services	12/01/2023	8	\$606.99	Accept
Thompson Cooper LLP/Nexus Law Group LLP	12/11/2023	32	\$420.73	Accept
West Manufacturing Ltd.	12/11/2023	33	\$999.60	Accept
Windsor Plywood	12/05/2023	14	\$136.29	Accept
Wiseworth Canada Industries (1996) Ltd.	12/01/2023	7	\$2,244.90	Accept
Woodpecker European Timber Framing and Woodworks Ltd.	12/12/2023	55	\$35,855.40	Accept

Exhibit A-3

Exhibit A-3
Class 4 Ballot Detail
Equity Interests

Creditor Name	Date Filed	Ballot No.	Share Amount	Vote
KF Arc Holding GP, LLC c/o Kingfish Group, Inc.	12/12/2023	48	10	Accept
KF Arc Holding LP c/o Kingfish Group, Inc	12/12/2023	47	59,374,527	Accept

Exhibit B

Exhibit B
Ballots Excluded from Tabulation

Creditor Name	Date Filed	Ballot No.	Class	Voting Amount	Vote	Opt into Third Party Release?	Unacceptable Vote (Reason)
Arkansas Carbide Saw & Tool Co., Inc	12/05/2023	18	3A SMTU General Unsecured Claims	\$453.66	Abstain		Missing Vote Indication
Bird Construction Group	12/12/2023	57	3C SMTU General Unsecured Claims	\$1,976,172.12	Accept		Subject to Pending Objection; Ballot submitted by Electronic Mail
Bird Construction Group	12/12/2023	59	3C SMTU General Unsecured Claims	\$1,352,155.22	Accept		Ballot submitted by Electronic Mail
Brandner Communications Inc.	12/05/2023	17	3C SMTU General Unsecured Claims	\$1,738.33	Abstain		Missing Vote Indication
Complex Technologies Monitoring	12/05/2023	19	3A SMTU General Unsecured Claims	\$314.28	Abstain		Missing Vote Indication
Floyd, Danielle	12/01/2023	5	3C SMTU General Unsecured Claims	\$10,000.00	Accept		Subject to Pending Objection
KF Arc Holding LP	12/12/2023	49	3A SMTU General Unsecured Claims	\$76,214.57	Accept	Yes	Subject to Pending Objection
Kingfish Capital Partners, LLC	12/12/2023	50	3A SMTU General Unsecured Claims	\$246,725.49	Accept	Yes	Subject to Pending Objection
Leanne Daniels Learning Development	12/11/2023	34	3A SMTU General Unsecured Claims	\$2,052.75	Accept		Subject to Pending Objection
Pentecost, Galina	12/06/2023	20	3C SMTU General Unsecured Claims	\$35,000.00	Abstain		Missing Vote Indication
Pentiction Winery Supplies Inc.	12/11/2023	39	3A SMTU General Unsecured Claims	\$3,182.68	Accept		Subject to Pending Objection
Stuart Olson Construction Ltd.	12/12/2023	58	3C SMTU General Unsecured Claims	\$1,976,172.12	Accept		Ballot submitted by Electronic Mail
The Heavy Timber Group, Inc.	12/12/2023	60			Reject		Ballot submitted by Electronic Mail (12/12/2023); After the Voting Deadline by Overnight Mail (12/13/2023)
Wai-Kat Lift Truck Ltd	12/08/2023	28	3A SMTU General Unsecured Claims	\$244,827.05	Abstain		Missing Vote Indication
West Wind Hardwood Inc.	12/08/2023	27	3C SMTU General Unsecured Claims	\$105.78	Abstain	Yes	Missing Vote Indication
WFP Engineered Products LLC	12/12/2023	61	3C SMTU General Unsecured Claims	\$6,773.04	Accept	Yes	Ballot form not from Claims and Balloting Agent; Subject to Pending Objection
				\$15,390.64			

Exhibit C

Exhibit C
Opt In Parties

Creditor Name	Date Filed	Opt into Third Party Releases?
Cascade Raider Holdings Ltd	12/05/2023	Yes
Command Industries Inc.	12/01/2023	Yes
Conway Corporation	11/28/2023	Yes
George R Douglas and Associates	12/06/2023	Yes
KF Arc Holding GP, LLC c/o Kingfish Group, Inc.	12/12/2023	Yes
KF Arc Holding LP	12/12/2023	Yes
KF Arc Holding LP c/o Kingfish Group, Inc	12/12/2023	Yes
Kingfish Capital Partners, LLC	12/12/2023	Yes
Rapid Industries	12/12/2023	Yes
Smart Choice Delivery, Inc.	12/07/2023	Yes
Smithson Employment Law Corporation	12/12/2023	Yes
Thompson Cooper LLP/Nexus Law Group LLP	12/11/2023	Yes
West Manufacturing Ltd.	12/11/2023	Yes
West Wind Hardwood Inc.	12/08/2023	Yes
WFP Engineered Products LLC	12/12/2023	Yes
Woodpecker European Timber Framing and Woodworks Ltd.	12/12/2023	Yes

This is Exhibit "D" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.



A Commissioner for taking Affidavits in British Columbia

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**DECLARATION OF MATTHEW KARMEL IN SUPPORT OF
CONFIRMATION OF THE FIRST AMENDED COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION**

Pursuant to 28 U.S.C. § 1764, I, Matthew Karmel, declare under penalty of perjury that:

1. I am the interim Chief Executive Officer (“**Interim CEO**”) of each of the above-captioned debtors and debtors in possession (the “**Company**” or the “**Debtors**”). I have served as Interim CEO of the Debtors since May 2022.

2. I have over 20 years of experience in c-suite leadership roles and have substantial knowledge and experience in the industrial and manufacturing industries. Prior to joining the Debtors, I have served as CEO of Crenlo Engineered Cabs, Operating Partner at Atlas Holdings, CEO and Chairman of Klenk Holz AG, the largest saw-mills group in Germany, and I have led other companies in North America and Europe in a broad range of industries. I received a Ph.D. in Mechanical and Aeronautical Engineering from Princeton University and completed a general management executive program at INSEAD Business School in France.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287) (“**SMTU**”); Natural Outcomes, LLC (n/a) (“**Natural**”); Structurlam Mass Timber Corporation (5050) (“**SMTC**”); and SLP Holdings Ltd. (3114) (“**SLP**”). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.



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3. In my role at the Company, I have worked closely with the Debtors' management, employees, and professionals. The testimony provided herein is based on my review of public and non-public documents, and my discussions with, and information provided by, other members of the Debtors' management team, employees, agents, and advisors. I am generally familiar with the Debtors' businesses, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from other members of my team or from the Debtors' employees, agents, attorneys, and advisors, the accuracy and completeness of which information I relied upon to provide this Declaration.

4. I submit this Declaration in support of confirmation of the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 517] (as subsequently revised or amended, the "**Combined Plan and Disclosure Statement**").

BACKGROUND

A. GENERAL BACKGROUND

5. On April 21, 2023 (the "**Petition Date**"), the Debtors commenced with this Court (the "**Bankruptcy Court**") voluntary cases (the "**Chapter 11 Cases**") under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

6. The Debtors continue to be in possession of their property and manage their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. On May 3, 2023, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”) [Docket No. 65]. No trustee or examiner has been appointed in the Chapter 11 Cases.

B. THE DIP FACILITY

8. Upon the bankruptcy filing, the Debtors required immediate access to incremental liquidity in the form of postpetition financing to preserve the value of the Debtors’ Estates, undertake a sale process, and maximize recoveries for all stakeholders. Accordingly, the Debtors sought authorization to enter into a debtor-in-possession financing facility (the “**DIP Facility**”) with the Bank of Montreal (in its capacity as postpetition financier in the Chapter 11 Cases, the “**DIP Lender**”) in an aggregate principal amount of up to \$7,500,000 (CAD), with up to \$4,000,000 (CAD) of such amount available upon interim approval. The Bankruptcy Court entered a *Final Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 136].

C. THE SALE PROCESS

9. On April 21, 2023, the Debtors and Mercer International Inc. (the “**Stalking Horse Bidder**”) entered into that certain Asset Purchase Agreement (the “**Stalking Horse Purchase Agreement**”).

10. The Stalking Horse Purchase Agreement provided, among other things, for the purchase of the Debtors’ US and Canadian Assets, along with assumption of certain assumed liabilities, as set forth in the Stalking Horse Purchase Agreement, for a purchase price of \$60 million (USD). The Stalking Horse Purchase Agreement was also subject to certain bid protections

in favor of the Stalking Horse Bidder, subject to Bankruptcy Court approval, consisting of a breakup fee of \$1.8 million (USD) and an expense reimbursement not to exceed \$600,000 (USD).

11. On May 8, 2023, the Bankruptcy Court entered an *Order (I) Approving Bidding Procedures, (II) Approving Stalking Horse Protections and Debtors' Entry into Stalking Horse Purchase Agreement, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (V) Approving the Form and Manner of the Notice Thereof, (VI) Approving Contract Assumption and Assignment Procedures, and (VII) Granting Related Relief* [Docket No. 87] which approved the bidding procedures for the sale of substantially all of the Debtors' assets (the "**Bidding Procedures**").

12. Pursuant to the Bidding Procedures, potential bidders that wanted to make a qualified bid for the Debtors' assets were required to transmit a qualified bid so as to be actually received on or before May 23, 2023, at 4:00 p.m. (prevailing Eastern Time) (the "**Bid Deadline**").

13. Prior to the Bid Deadline, the Debtors received what they determined to be a qualified overbid from the Weyerhaeuser Company ("**Weyerhaeuser**") in the amount of \$70 million to acquire substantially all assets of the Debtors related to their United States operations (the "**Weyerhaeuser Bid**"). Given the receipt of the Weyerhaeuser Bid, on May 24, 2023, the Debtors conducted an auction (the "**Auction**") pursuant to the Bidding Procedures.

14. After several rounds of bidding between the Stalking Horse Bidder and Weyerhaeuser during the Auction, the Debtors determined that: (i) that the highest and best value for the Debtors' Estates was offered by the Stalking Horse Bidder in the amount of \$83.5 million USD, representing a cash bid of \$81.1 million USD and breakup fee and expense reimbursement credits totaling \$2.4 million USD; (ii) the Stalking Horse Bidder's bid was the winning bid at the Auction; and (iii) Weyerhaeuser Company, with a bid in the amount of \$80 million USD, would

be designated as the backup bidder and its bid to acquire substantially all assets of the Debtors related to their United States operations was the “Back-Up Bid” under the Bidding Procedures Order.

15. After a sale hearing on May 30, 2023, the Bankruptcy Court subsequently entered an *Order (I) Authorizing (A) Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 204] approving the sale of substantially all of the Debtors’ assets to the Stalking Horse Bidder (the “**Sale**”). The Sale to the Stalking Horse Bidder closed on June 15, 2023.

16. The proceeds from the Sale were used to pay in full the DIP Facility on or about June 20, 2023.

D. CLAIMS BAR DATE

17. On May 9, 2023, the Debtors filed a *Motion of Debtors for Entry of an Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* (the “**Bar Date Order**”)[Docket No. 93].

18. On May 25, 2023, the Court entered the Bar Date Order. Among other things, the Bar Date Order established July 10, 2023 at 5:00 p.m. (prevailing Eastern Time) as the date by which proofs of claim against the Debtors must be filed (the “**Bar Date**”) and October 18, 2023 at 5:00 p.m. as the governmental bar date (the “**Governmental Bar Date**”).

E. THE CANADIAN RECOGNITION PROCEEDINGS

19. On April 27, 2023, the Honorable Justice Fitzpatrick of the Canadian Court in the Canadian Recognition Proceedings granted: (a) an Initial Recognition Order, among other things: (i) recognizing SLP as the “foreign representative”, (ii) the Chapter 11 Proceedings of SLP and SMTU as “foreign non-main proceedings”, (iii) and the Chapter 11 Proceedings of SMTU and Natural as “foreign main proceedings”, each as defined in section 45 of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended (the “CCAA”); and (b) the Supplemental Recognition Order, among other things: (i) recognizing various orders of the US Bankruptcy Court, (ii) ordering a stay of proceedings in Canada in respect of the Debtors until June 1, 2023; and (iii) appointing Alvarez & Marsal Canada Inc. as information officer in respect of these Canadian Recognition Proceedings.

20. On Tuesday, October 31, 2023, the Debtors obtained an extension the Canadian Court ordered stay of proceedings until January 31, 2024. The Debtors had a hearing in the Canadian Court on Friday, November 17, 2023 to request the Canadian Court’s recognition of the solicitation order, and a hearing on Friday, December 22, 2023 to request the Canadian Court’s recognition of the Confirmation Order.

F. THE COMBINED PLAN AND DISCLOSURE STATEMENT PROCESS

21. After extensive negotiations between the Debtors and the Committee the original version of the Combined Plan and Disclosure Statement was filed on October 17, 2023 [Docket No. 416]. On October 17, 2023, the Debtors also filed the *Debtors’ Motion for Order (I) Approving Adequacy of Disclosures in Combined Disclosure Statement and Plan on Interim Basis, (II) Scheduling Confirmation Hearing and Objection Deadline, (III) Establishing Procedures for Solicitation and Tabulation of Votes, (IV) Approving Form of Ballot and Solicitation Package, and*

(V) *Approving Notice* [Docket No. 417] (the “**Interim Approval and Procedures Motion**”). The Interim Approval and Procedures Motion sought approval of the Combined Plan and Disclosure Statement on an interim basis pursuant to and in accordance with Local Rule 3017-2.

22. On November 8, 2023, the Debtors filed the Combined Plan and Disclosure Statement [Docket No. 450]. The amended Combined Plan and Disclosure Statement resolved informal comments received primarily from the U.S. Trustee.

23. The Combined Plan and Disclosure Statement is a liquidating plan that provides for distributions to all creditors, including Classes 3A (SMTU General Unsecured Claims), 3B (SLP General Unsecured Claims), 3C (SMTC General Unsecured Claims), and potentially Class 4 (Equity Interests), and for the administration of the Debtors’ remaining interests in property, such as collection of accounts receivable and pursuit of Causes of Action (as defined therein).

24. On November 9, 2023, the Bankruptcy Court entered an *Order (i) Conditionally Approving Combined Disclosure Statement and Plan for Solicitation Purposes Only, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Combined Disclosure Statement and Plan, (iii) Approving the Form of Ballot and Solicitation Materials, (iv) Establishing Voting Record Date, (v) Fixing the Date, Time and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (vi) Approving Related Shortened Notice Procedures* [Docket No. 460] (the “**Interim Approval and Procedures Order**”). The Interim Approval and Procedures Order, among other things, set dates related to approval of the Combined Plan and Disclosure Statement, including the Combined Hearing to consider confirmation and approved various solicitation procedures (the “**Solicitation Procedures**”). The deadline for receipt of votes was set as 4:00 p.m. (prevailing Eastern Time) on December 12, 2023 (the “**Voting Deadline**”).

25. Following entry of the Interim Approval and Procedures Order, the Debtors commenced solicitation of the Combined Plan and Disclosure Statement by sending solicitation packages (the “**Solicitation Packages**”) to Holders of Claims in Classes 3A, 3B, 3C and 4 (the SMTU General Unsecured Claims, the SLP General Unsecured Claims, the SMTC General Unsecured Claims and the Equity Interests) (together, the “**Voting Classes**”). As set forth in the Tabulation Declaration, three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity Interests²) have voted in favor of confirmation. No votes were cast in Class 3B (SLP General Unsecured Claims³).

COMPLIANCE WITH THE BANKRUPTCY CODE

26. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). I believe that the Combined Plan and Disclosure Statement complies with all applicable provisions of the Bankruptcy Code.

27. Proper Classification (11 U.S.C. § 1122, 1123(a)(1)). I am familiar with the classification of Claims and Interests in the Combined Plan and Disclosure Statement and believe such classifications are based upon the legal nature and relative rights of such Claims and Interests and have not been proposed for any improper purpose. Each Class contains only Claims and Equity Interests that are substantially similar to other Claims and Equity Interests. In addition to the Classes, Article V of the Combined Plan and Disclosure Statement also designates, but does not classify, Claims of other types, including Administrative Expense Claims, Professional Fee

² While the Equity Interest Holders are all insiders, and their vote technically does not count for acceptance of the Combined Plan and Disclosure Statement, the Debtors note that no Equity Holder has rejected the Combined Plan and Disclosure Statement.

³ The form of ballot that was attached to the Interim Approval and Procedures Order (as defined below) provides that if a ballot is not timely received, then it will not count as either an acceptance or rejection of the Combined Plan and Disclosure Statement.

Claims, Priority Tax Claims, and Statutory Fees. *See* Combined Plan and Disclosure Statement Art. V.

28. Specified Treatment of Unimpaired and Impaired Claims and Equity Interests (11 U.S.C. § 1123(a)(2); (a)(3)). The Combined Plan and Disclosure Statement specifies whether Classes of Claims are impaired or unimpaired. *See id.* Art. VI.B.

29. No Discrimination (11 U.S.C. § 1123(a)(4)). The Combined Plan and Disclosure Statement provides for equal treatment within each Class.

30. Adequate Means of Implementation (11 U.S.C. § 1123(a)(5)). The Combined Plan and Disclosure Statement provides for adequate means for implementation including procedures for distributions to Holders of Allowed Claims in Classes 3A, 3B, 3C and 4.

31. Equity Securities (11 U.S.C. § 1123(a)(6)). The Combined Plan and Disclosure Statement calls for the liquidation of the Debtors and, as such, the Debtors are not issuing any new equity securities.

32. Selection of Liquidating Trustee (11 U.S.C. § 1123(a)(7)). The Combined Plan and Disclosure Statement provides for the selection of the Liquidating Trustee, as required by section 1123(a)(7).

33. Impairment of Classes (11 U.S.C. § 1123(b)(1)). Articles VI.B1 through VI.B6. of the Combined Plan and Disclosure Statement provide for the classification and impairment or unimpairment of certain classes.

34. Executory Contracts (11 U.S.C. § 1123(b)(2)). Article IX of the Combined Plan and Disclosure Statement contains provisions governing the treatment of executory contracts and unexpired leases.

35. Other Permissible Provisions (11 U.S.C. § 1123(b)(6)). The Combined Plan and Disclosure Statement contains a release by the Debtors, a consensual release by holders of Claims and Interests, as well as injunction, and exculpation provisions. These are integral components of the Combined Plan and Disclosure Statement, and I believe such provisions are fair and equitable, are given for valuable consideration, and are in the best interests of the Debtors and the Estates in these Chapter 11 Cases.

36. Compliance With the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). To the best of my knowledge, the Debtors have complied with the Bankruptcy Code and the Interim Approval and Procedures Order in proposing the Combined Plan and Disclosure Statement, in transmitting the Solicitation Packages and related notices, and in soliciting and tabulating votes on the Combined Plan and Disclosure Statement.

37. Good Faith Solicitation (11 U.S.C. § 1129(a)(3)). To the best of my knowledge, the Combined Plan and Disclosure Statement has been proposed in good faith and not by any means forbidden by law.

38. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). All payments made or promised by the Debtors for services rendered in connection with these Chapter 11 Cases will be subject to review by the Court and other parties in interest.

39. No Rate Changes (11 U.S.C. § 1129(a)(6)). Based upon advice from Debtors' counsel and because the Combined Plan and Disclosure Statement does not provide for any rate changes over which a governmental regulatory commission has jurisdiction, I understand Bankruptcy Code section 1129(a)(6) is inapplicable.

40. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). I and other members of my team, working with the Debtors' financial advisors, Alvarez & Marsal, prepared the liquidation

analysis attached as **Exhibit A** to the Combined Plan and Disclosure Statement (the “**Liquidation Analysis**”). The Liquidation Analysis compared potential creditor recoveries under the Combined Plan and Disclosure Statement with recoveries under a hypothetical liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, based on asset values and liabilities. The Liquidation Analysis demonstrates that the Holder of a Claim or Equity Interest in an impaired class will receive as much if not more under the Combined Plan and Disclosure Statement than under a liquidation pursuant to Chapter 7 of the Bankruptcy Code.

41. Acceptance by Impaired Voting Classes (11 U.S.C. § 1129(a)(8)). As detailed in the Combined Plan and Disclosure Statement: (a) Holders of Claims in Classes 1 (Other Secured Claims) and 2 (Priority Claims), are unimpaired and deemed to accept the Combined Plan and Disclosure Statement. As set forth in the Tabulation Declaration, three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity Interests) have voted in favor of confirmation. No votes were cast in Class 3B (SLP General Unsecured Claims).

42. Treatment of Administrative and Tax Claims (11 U.S.C. § 1129(a)(9)). The Combined Plan and Disclosure Statement provides for the payment of Allowed Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims.

43. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). As set forth in the Tabulation Declaration, the Combined Plan and Disclosure Statement was accepted by 3A and 3C. Each of these Classes is an impaired Class under the Combined Plan and Disclosure Statement and is not composed of insiders.

44. Feasibility (11 U.S.C. § 1129(a)(11)). I understand from counsel that to satisfy the feasibility requirement, the Debtors must demonstrate that the plan “offers a reasonable prospect

of success and is workable.” 7 *Collier on Bankruptcy* ¶ 1129.02 [11]. I believe the Combined Plan and Disclosure Statement meets this standard by, among other things, providing for payments to all creditors from Liquidating Trust Assets, comprised of certain accounts receivable, the Estate Causes of Action and the Trust Funding (each as defined therein). Accordingly, the Combined Plan and Disclosure Statement is workable, reasonably likely to succeed, and satisfies the feasibility requirement.

45. Statutory Fees (11 U.S.C. § 1129(a)(12)). The Combined Plan and Disclosure Statement provides that the Debtors will pay all statutory fees.

46. Inapplicable Provisions (11 U.S.C. § 1129(a)(13)-(16)). With regard to these provisions of the Bankruptcy Code, (a) the Debtors do not provide retiree benefits as defined in the Bankruptcy Code, (b) are not subject to domestic support obligations, and (c) are moneyed, business, or commercial entities.

47. Cram Down (11 U.S.C. § 1129(b)). As detailed in the Tabulation Declaration: (a) Holders of Claims in Classes 1 and 2 are unimpaired and deemed to accept the Combined Plan and Disclosure Statement; (b) Holders of Claims in Classes 3A and 3C have voted, as classes, to accept the Combined Plan and Disclosure Statement; and (c) there were no classes deemed to reject the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement therefore should be confirmed pursuant to Bankruptcy Code section 1129(b).

48. Other Requirements (11 U.S.C. § 1129(c)-(e)). With regard to these provisions, no other plan has been submitted in these Chapter 11 Cases. In addition, I understand based upon advice from Debtors’ counsel, that the principal purpose of the Combined Plan and Disclosure Statement is not the avoidance of taxes or application of section 5 of the Security Act of 1933, and

that none of the Chapter 11 Cases constitute “small business” cases within the meaning of the Bankruptcy Code.

49. Waiver of Stay. Waiver of the 14-day stay imposed by Bankruptcy Rule 3020(e) is appropriate in these circumstances. A prompt Effective Date will reduce administrative expenses, facilitate the expeditious closing of transactions to occur in conjunction with the Effective Date, and will not prejudice any party in interest.


Dated: December 14, 2023

/s/ Matthew Karmel

Matthew Karmel

Interim Chief Executive Officer of the Debtors

This is Exhibit "E" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.

A handwritten signature in black ink, appearing to read "Nan Dwyer", written over a horizontal line.

A Commissioner for taking Affidavits in British Columbia

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**DEBTORS' MEMORANDUM OF LAW IN SUPPORT OF ENTRY OF
AN ORDER CONFIRMING THE FIRST AMENDED COMBINED
DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF
STRUCTURLAM MASS TIMBER U.S., INC., ET AL.**

Dated: December 14, 2023
Wilmington, Delaware

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Debtors-in-Possession*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287) ("SMTU"); Natural Outcomes, LLC (n/a) ("Natural"); Structurlam Mass Timber Corporation (5050) ("SMTU"); and SLP Holdings Ltd. (3114) ("SLP"). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.



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The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby submit this memorandum of law (this “**Memorandum**”) in support of confirmation of the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 517] (as subsequently revised or amended, the “**Combined Plan and Disclosure Statement**”). The Debtors respectfully request confirmation of the Combined Plan and Disclosure Statement pursuant to the proposed form of order filed contemporaneously herewith (the “**Confirmation Order**”). In support of the Combined Plan and Disclosure Statement, the Debtors rely upon and incorporate by reference (a) the *Declaration of Matthew Karmel, Interim Chief Executive Officer of the Debtors, in Support of Debtors Chapter 11 Petitions and First Day Motions* [Docket No. 9] (the “**First Day Declaration**”); (b) the *Certification of Scott M. Ewing with Respect to the Tabulation of Votes on the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 516] (the “**Tabulation Declaration**”); and (c) the *Declaration of Matthew Karmel in Support of Confirmation of the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 523] (the “**Confirmation Declaration**”).

PRELIMINARY STATEMENT

The Debtors respectfully request confirmation of the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement is a liquidating chapter 11 plan that has been heavily negotiated by the Debtors and the Official Committee of Unsecured Creditors appointed in these cases (the “**Committee**”), which provides that upon the Effective Date (as defined below) substantially all of the Debtors assets (the “**Liquidating Trust Assets**”) will be transferred to a liquidating trust (the “**Liquidating Trust**”) for ultimate distribution to the beneficiaries of the trust as set forth herein. The Liquidating Trust Assets will be administered

and distributed as soon as practicable pursuant to the terms of the Combined Disclosure Statement and Plan and the liquidating trust agreement (the **“Liquidating Trust Agreement”**). The Debtors and Committee believe that the Combined Plan and Disclosure Statement is the most efficient way to maximize value for all parties-in-interest and will allow for the efficient distribution of Liquidating Trust Assets. Three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity Interests¹) have voted in favor of confirmation. No votes were cast in Class 3B (SLP General Unsecured Claims²).

BACKGROUND

A. GENERAL BACKGROUND

1. On April 21, 2023 (the **“Petition Date”**), the Debtors commenced with this Court (the **“Bankruptcy Court”**) voluntary cases (the **“Chapter 11 Cases”**) under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

2. The Debtors are authorized to continue operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ While the Equity Interest Holders are all insiders, and their vote technically does not count for acceptance of the Combined Plan and Disclosure Statement, the Debtors note that no Equity Holder has rejected the Combined Plan and Disclosure Statement.

² The form of ballot that was attached to the Interim Approval and Procedures Order (as defined below) provides that if a ballot is not timely received, then it will not count as either an acceptance or rejection of the Combined Plan and Disclosure Statement.

3. On May 3, 2023, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed the Committee [Docket No. 65].³ No trustee or examiner has been appointed in the Chapter 11 Cases.

4. The Debtors were a leading manufacturer of mass timber solutions and ground protection solutions used in construction and industrial markets, with U.S. facilities in Conway, Arkansas and Canadian facilities in Penticton, Okanagan Falls, and Oliver, British Columbia. The Debtors have completed or assisted in supplying mass timber for numerous projects throughout North America including, among others: the University of British Columbia Brock Commons in Vancouver, British Columbia in 2016 and 2017, at the time the tallest wood structure building in the world; the Microsoft Silicon Valley Campus in Mountain View, California in 2019, at the time the largest mass timber structure built in the United States; and the Google Mountain View California campus in 2020.

5. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures and the events leading to the filing of these Chapter 11 Cases, is set forth in the First Day Declaration, which is incorporated herein by reference.

(a) The DIP Facility

6. Upon the bankruptcy filing, the Debtors required immediate access to incremental liquidity in the form of postpetition financing to preserve the value of the Debtors’ Estates, undertake a sale process, and maximize recoveries for all stakeholders. Accordingly, the Debtors sought authorization to enter into a debtor-in-possession financing facility (the “**DIP Facility**”) with the Bank of Montreal (in its capacity as postpetition financier in the Chapter 11 Cases, the “**DIP Lender**”) in an aggregate principal amount of up to \$7,500,000 (CAD), with up to

³ On May 5, 2023, an *Amended Notice of Appointment of Committee of Unsecured Creditors* was filed in the Chapter 11 Cases [Docket No. 73].

\$4,000,000 (CAD) of such amount available upon interim approval. The Bankruptcy Court entered a *Final Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 136].

(b) Sale of the Debtors' Assets

7. On April 21, 2023, the Debtors and Mercer International Inc. (the “**Stalking Horse Bidder**”) entered into that certain Asset Purchase Agreement (the “**Stalking Horse Purchase Agreement**”).

8. The Stalking Horse Purchase Agreement provided, among other things, for the purchase of the Debtors' US and Canadian Assets, along with assumption of certain assumed liabilities, as set forth in the Stalking Horse Purchase Agreement, for a purchase price of \$60 million (USD). The Stalking Horse Purchase Agreement was also subject to certain bid protections in favor of the Stalking Horse Bidder, subject to Bankruptcy Court approval, consisting of a breakup fee of \$1.8 million (USD) and an expense reimbursement not to exceed \$600,000 (USD).

9. On May 8, 2023, the Bankruptcy Court entered an *Order (I) Approving Bidding Procedures, (II) Approving Stalking Horse Protections and Debtors' Entry into Stalking Horse Purchase Agreement, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (V) Approving the Form and Manner of the Notice Thereof, (VI) Approving Contract Assumption and Assignment Procedures, and (VII) Granting Related Relief* [Docket No. 87] which approved the bidding procedures for the sale of substantially all of the Debtors' assets (the “**Bidding Procedures**”).

10. Pursuant to the Bidding Procedures, potential bidders that wanted to make a qualified bid for the Debtors' assets were required to transmit a qualified bid so as to be actually received on or before May 23, 2023, at 4:00 p.m. (prevailing Eastern Time) (the "**Bid Deadline**").

11. Prior to the Bid Deadline, the Debtors received what they determined to be a qualified overbid from the Weyerhaeuser Company ("**Weyerhaeuser**") in the amount of \$70 million to acquire substantially all assets of the Debtors related to their United States operations (the "**Weyerhaeuser Bid**"). Given the receipt of the Weyerhaeuser Bid, on May 24, 2023, the Debtors conducted an auction (the "**Auction**") pursuant to the Bidding Procedures.

12. After several rounds of bidding between the Stalking Horse Bidder and Weyerhaeuser during the Auction, the Debtors determined that: (i) that the highest and best value for the Debtors' Estates was offered by the Stalking Horse Bidder in the amount of \$83.5 million USD, representing a cash bid of \$81.1 million USD and breakup fee and expense reimbursement credits totaling \$2.4 million USD; (ii) the Stalking Horse Bidder's bid was the winning bid at the Auction; and (iii) Weyerhaeuser Company, with a bid in the amount of \$80 million USD, would be designated as the backup bidder and its bid to acquire substantially all assets of the Debtors related to their United States operations was the "Back-Up Bid" under the Bidding Procedures Order.

13. After a sale hearing on May 30, 2023, the Bankruptcy Court subsequently entered an Order (I) *Authorizing (A) Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests and (B) the Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 204] approving the sale of substantially all of the Debtors' assets to the Stalking Horse Bidder (the "**Sale**"). The Sale to the Stalking Horse Bidder closed on June 15, 2023.

14. The proceeds from the Sale were used to pay in full the DIP Facility on or about June 20, 2023.

(c) Claims Bar Date

15. On May 9, 2023, the Debtors filed a *Motion of Debtors for Entry of an Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* (the “**Bar Date Order**”) [Docket No. 93].

16. On May 25, 2023, the Court entered the Bar Date Order. Among other things, the Bar Date Order established July 10, 2023 at 5:00 p.m. (prevailing Eastern Time) as the date by which proofs of claim against the Debtors must be filed (the “**Bar Date**”) and October 18, 2023 at 5:00 p.m. as the governmental bar date (the “**Governmental Bar Date**”).

(d) The Canadian Recognition Proceedings

17. On April 27, 2023, the Honourable Justice Fitzpatrick of the Canadian Court in the Canadian Recognition Proceedings granted: (a) an Initial Recognition Order, among other things: (i) recognizing SLP as the “foreign representative”, (ii) the Chapter 11 Proceedings of SLP and SMTC as “foreign non-main proceedings”, (iii) and the Chapter 11 Proceedings of SMTU and Natural as “foreign main proceedings”, each as defined in section 45 of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended (the “**CCAA**”); and (b) the Supplemental Recognition Order, among other things: (i) recognizing various orders of the US Bankruptcy Court, (ii) ordering a stay of proceedings in Canada in respect of the Debtors until June 1, 2023; and (iii) appointing Alvarez & Marsal Canada Inc. as information officer in respect of these Canadian Recognition Proceedings.

18. On Tuesday, October 31, 2023, the Debtors obtained an extension the Canadian Court ordered stay of proceedings until January 31, 2024. The Debtors had a hearing in the Canadian Court on Friday, November 17, 2023 to request the Canadian Court's recognition of the solicitation order, and a hearing on Friday, December 22, 2023 to request the Canadian Court's recognition of the Confirmation Order.

B. THE COMBINED PLAN AND DISCLOSURE STATEMENT PROCESS

19. After extensive negotiations between the Debtors and the Committee the original version of the Combined Plan and Disclosure Statement was filed on October 17, 2023 [Docket No. 416]. On October 17, 2023, the Debtors also filed the *Debtors' Motion for Order (I) Approving Adequacy of Disclosures in Combined Disclosure Statement and Plan on Interim Basis, (II) Scheduling Confirmation Hearing and Objection Deadline, (III) Establishing Procedures for Solicitation and Tabulation of Votes, (IV) Approving Form of Ballot and Solicitation Package, and (V) Approving Notice* [Docket No. 417] (the "**Interim Approval and Procedures Motion**"). The Interim Approval and Procedures Motion sought approval of the Combined Plan and Disclosure Statement on an interim basis pursuant to and in accordance with Local Rule 3017-2.

20. On November 8, 2023, the Debtors filed the current Combined Plan and Disclosure Statement [Docket No. 450]. The amended Combined Plan and Disclosure Statement resolved informal comments received primarily from the U.S. Trustee.

21. The Combined Plan and Disclosure Statement, is a liquidating plan that provides for distributions to Classes 2, 3A, 3B, 3C, and potentially Class 4, and for the administration of the Debtors' remaining interests in property, such as collection of accounts receivable and pursuit of Causes of Action (as defined therein).

22. On November 9, 2023, the Bankruptcy Court entered an *Order (i) Conditionally Approving Combined Disclosure Statement and Plan for Solicitation Purposes Only, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Combined Disclosure Statement and Plan, (iii) Approving the Form of Ballot and Solicitation Materials, (iv) Establishing Voting Record Date, (v) Fixing the Date, Time and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (vi) Approving Related Shortened Notice Procedures* [Docket No. 460] (the “**Interim Approval and Procedures Order**”). The Interim Approval and Procedures Order, among other things, set dates related to approval of the Combined Plan and Disclosure Statement, including the Combined Hearing to consider confirmation and approved various solicitation procedures (the “**Solicitation Procedures**”). The deadline for receipt of votes was set as 4:00 p.m. (prevailing Eastern Time) on December 12, 2023 (the “**Voting Deadline**”).

23. Following entry of the Interim Approval and Procedures Order, the Debtors commenced solicitation of the Combined Plan and Disclosure Statement by sending solicitation packages (the “**Solicitation Packages**”) to Holders of Claims in Classes 3A, 3B 3C and 4 (the SMTU General Unsecured Claims, the SLP General Unsecured Claims, the SMTC General Unsecured Claims and the Equity Interests) (together, the “**Voting Classes**”). As set forth in the Tabulation Declaration, three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4 (Equity Interests) have voted in favor of confirmation. No votes were cast in Class 3B (SLP General Unsecured Claims).

ARGUMENT

A. THE COMBINED PLAN AND DISCLOSURE STATEMENT MEETS THE BANKRUPTCY CODE'S REQUIREMENTS AND SHOULD BE APPROVED

24. By this Memorandum, the Debtors submit that confirmation of the Combined Plan and Disclosure Statement is appropriate as it satisfies Bankruptcy Code sections 1123, 1125, and 1129.

(i) The Disclosures and Solicitation Procedures Comply with the Bankruptcy Code and Bankruptcy Rules and Should be Approved

25. Bankruptcy Code section 1125(b) provides that “[a]n acceptance or rejection of a plan may not be solicited . . . , unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information.” 11 U.S.C. § 1125(b).

Bankruptcy Code section 1125(a)(1) defines “adequate information” as

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, but adequate information need not include such information about any other possible or proposed plan and in determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information.

11 U.S.C. § 1125(a)(1).

26. Therefore, as a whole, a debtor’s disclosure statement must provide information that is “reasonably practicable” to permit an “informed judgment” by impaired creditors and interest holders entitled to vote on the debtor’s plan or reorganization. *See In re Zenith Elecs. Corp.*, 241 B.R. 92, 99-100 (Bankr. D. Del. 1999); *In re Ionosphere Clubs, Inc.*, 179 B.R. 24, 29

(S.D.N.Y. 1995); *see also In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991) (finding that a disclosure statement “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution.).

27. Bankruptcy courts are afforded broad discretion in determining whether a disclosure statement contains adequate information. *See Mabey v. Sw. Elec. Power Co. (In re Cajun Elec. Power Corp.)*, 150 F.3d 503, 518 (5th Cir. 1998) (“[I]n determining what constitutes ‘adequate information’ with respect to a particular disclosure statement, ‘both the kind and form of information are left essentially to the judicial discretion of the court . . . the information required will necessarily be governed by the circumstances of the case.’”) (quoting S. Rep. No. 95-989, at 121 (1978)); *cert. denied*, 119 S. Ct. 2019 (1999). Accordingly, the determination of the adequacy of information in a disclosure statement must be made on a case-by-case basis, focusing on the unique facts and circumstances of the relevant case. In that regard, courts generally examine whether a disclosure statement contains, if applicable, the following types of information:

- a. the circumstances that gave rise to the filing of the bankruptcy petition;
- b. a description of the available assets and their value;
- c. the anticipated future of the debtor;
- d. the sources of information provided in the disclosure statement;
- e. the condition and performance of the debtor while in chapter 11;
- f. information regarding claims against the estate;
- g. a liquidation analysis setting forth the estimated return that creditors would receive if the debtor’s bankruptcy case were a case under chapter 7 of the Bankruptcy Code;
- h. the accounting and valuation methods used to produce the financial information in the disclosure statement;
- i. information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors or officers of the debtor;

- j. a summary of the chapter 11 plan;
- k. an estimate of all administrative expenses, including attorneys' fees and accountants' fees;
- l. financial information that would be relevant to creditors' determinations of whether to accept or reject the plan;
- m. information relevant to the risks being taken by the creditors and interest holders;
- n. the tax consequences of the plan; and
- o. the relationship of the debtor with its affiliates.

See, e.g., In re Scioto Valley Mortgage Co., 88 B.R. 168, 170–71 (Bankr. S.D. Ohio 1988). This list is not meant to be exclusive, nor must a debtor include in its disclosure statement all of the information on the list. Rather, the court must decide what information is appropriate in each case. *See In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (making use of similar list but cautioning that “no one list of categories will apply in every case.”).

28. Here, the Combined Plan and Disclosure Statement contains adequate information as it includes, among other things: (a) the events precipitating the filing of these Chapter 11 Cases; (b) the Debtors' prepetition capital structure and assets; (c) a liquidation analysis; (d) the Combined Plan and Disclosure Statement's designation and treatment of Claims and Equity Interests; (e) a summary of the Combined Plan and Disclosure Statement's structure; (f) the conditions precedent for confirmation and effectiveness of the Combined Plan and Disclosure Statement; (g) provisions of the Combined Plan and Disclosure Statement governing releases, injunctions, and exculpations; (h) the voting and confirmation procedures; (i) certain risk factors; (j) tax consequences related to the Combined Plan and Disclosure Statement; and (k) a summary of the Bankruptcy Code and other requirements for confirmation.

29. Accordingly, the Debtors submit that the Combined Plan and Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125.

(ii) Section 1129(a)(1): The Combined Plan and Disclosure Statement Complies with the Applicable Provisions of the Bankruptcy Code

30. To achieve confirmation of the Combined Plan and Disclosure Statement, the Debtors must demonstrate, by a preponderance of the evidence, that it complies with the applicable provisions of the Bankruptcy Code. See 11 U.S.C. § 1129(a)(1); *see also In re Armstrong World Indus., Inc.*, 348 B.R. 111, 120 (Bankr. D. Del. 2006); *In re Nutritional Sourcing Corp.*, 398 B.R. 816, 824 (Bankr. D. Del. 2008). As set forth in this Memorandum, the Combined Plan and Disclosure Statement satisfies all provisions of Bankruptcy Code section 1129 and complies with all other applicable Bankruptcy Code sections, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law. *See In re W.R. Grace & Co.*, 475 B.R. 34, 173 (D. Del. 2012).

(iii) Section 1122: The Combined Plan and Disclosure Statement Classifications Are Appropriate

31. Bankruptcy Code section 1122 provides, in pertinent part:

(a) Except as provided in subsection (b) of this section, a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.

(b) A plan may designate a separate class of claims consisting only of every unsecured claim that is less than or reduced to an amount that the court approves as reasonable and necessary for administrative convenience.

11 U.S.C. § 1122. Bankruptcy Code section 1122 affords the proponent of a plan with significant flexibility in the classification of claims and interests, so long as there is a reasonable basis for such classification. *See In re Tribune Co.*, 476 B.R. 843, 854 (Bankr. D. Del. 2012) (finding that Section 1122(a) is permissive,” in that “it does *not* provide that *all* similar claims must be placed in the same class”); *see also In re John Hancock Mut. Life Ins. Co. v. Route 37 Bus. Park Assocs.*,

987 F.2d 154, 158-59 (3d Cir. 1993); *Olympia & York Fla. Equity Corp. v. Bank of N.Y. (In re Holywell Corp.)*, 913 F.2d 873, 880 (11th Cir. 1990); *In re Avia Energy Dev., LLC*, Case No. 05-39339 (BJH), 2007 WL 2238039, at *2 (Bankr. N.D. Tex. Aug. 2, 2007).

32. Here, the Combined Plan and Disclosure Statement designates the following Classes:

Class 1 – Other Secured Claims
Class 2 – Priority Claims
Class 3A – SMTU General Unsecured Claims
Class 3B – SLP General Unsecured Claims
Class 3C – SMTC General Unsecured Claims
Class 4 – Equity Interests

Such classifications comply with Bankruptcy Code section 1122. All Claims and Equity Interests within a Class are substantially similar. Additionally, each Claim and Equity Interest differ from Claims and Equity Interests in other Classes (if any) based upon such Claim or Equity Interest's legal or factual nature.

33. Thus, the Debtors submit that the classification scheme within the Combined Plan and Disclosure Statement is consistent with Bankruptcy Code section 1122.

(iv) Section 1123(a): The Combined Plan and Disclosure Statement's Content is Appropriate

34. Bankruptcy Code section 1123(a) elucidates seven requirements which a plan must contain. 11 U.S.C. § 1123(a). Here, each such requirement has been met:

- a. As set forth above, the Combined Plan and Disclosure Statement designates Classes of Claims and Interests as required by Bankruptcy Code section 1123(a)(1). *See* Article VI.
- b. The Combined Plan and Disclosure Statement sets forth which Classes of Claims are impaired or unimpaired as required by Bankruptcy Code sections 1123(a)(2) and (a)(3). *See* Article IV.D; Article V.

- c. The Combined Plan and Disclosure Statement provides for equal treatment within each Class as required by Bankruptcy Code section 1123(a)(4). *See* Article V.
- d. The Combined Plan and Disclosure Statement provides for adequate means for implementation including procedures for distributions to Holders of Allowed Claims and potentially Interests. Together with the Plan Supplement, the Combined Plan and Disclosure Statement contains adequate means for implementation as required by Bankruptcy Code section 1123(a)(5). *See* Article VIII; *see also* Plan Supplement.
- e. The Combined Plan and Disclosure Statement provides for the dissolution of the Debtors. As such, Bankruptcy Code section 1123(a)(6) is not applicable.
- f. The Combined Plan and Disclosure Statement and Plan Supplement provides for the selection of the liquidating trustee, as required by Bankruptcy Code section 1123(a)(7).
- (v) **Section 1123(b): the Combined Plan and Disclosure Statement Contains Certain Permissible Provisions**

35. Bankruptcy Code section 1123(b) sets forth permissive provisions that may be incorporated into a plan. A plan may: impair or unimpair any class of claims; provide for the assumption or rejection of executory contracts and unexpired leases; provide for the settlement or retention of a debtor's claims; modify or leave unaffected the rights of holders of claims; and include any provision not inconsistent with the Bankruptcy Code. 11 U.S.C. § 1123(b).

36. The Combined Plan and Disclosure Statement provides for the classification and impairment or unimpairment of certain Classes. *See* Combined Plan and Disclosure Statement Article V. and VI. The Combined Plan and Disclosure Statement also contains procedures for the distributions and the allowance or disallowance of Claims. *See* Article VIII.G.

(a) The Combined Plan and Disclosure Statement's Release, Exculpation, and Injunction Provisions are Appropriate and Should be Approved

37. Consistent with Bankruptcy Code section 1123(b), the Combined Plan and Disclosure Statement also contains releases by the Debtors and their estates (the "Debtor

Releases”) and provisions related to injunction and exculpation. See Article XI. As detailed below, the aforementioned provisions are proper under the circumstances of these Chapter 11 Cases because they are fair and equitable, given for reasonable consideration, and an integral part of the Combined Plan and Disclosure Statement.

(1) Debtors’ Release

38. Article XI.C of the Combined Plan and Disclosure Statement contains the Debtors’ Release. The Debtors’ Release provides that on the Effective Date, the Debtors and their Estates will release potential claims and causes of action against the Released Parties.

39. Released Parties under the Combined Plan and Disclosure Statement means, individually and collectively, in each case solely in their capacities as such, each and all of: (a) the Debtors; (b) the Debtors’ current Professionals; (c) the Committee and members of the Committee in their capacity as members of the Committee; and (d) the Committee’s Professionals; with respect to each of the foregoing identified in subsections (a) through (d), including each and all of their respective direct and indirect current and former Affiliates, subsidiaries, partners (including general partners and limited partners), investors, managing members, members, officers, directors, principals, employees, managers, controlling persons, agents, attorneys, investment bankers, Professionals, advisors, and representatives, each in their capacity as such, but excluding all officers and directors of the Debtors who were not serving in that capacity as of the Effective Date, provided, however, that, for the avoidance of doubt, “Released Parties” shall not include Walmart, Inc., or any non-Debtor entity owned or controlled by, or otherwise affiliated (including affiliated through control or financial interdependence) with Walmart, Inc.⁴

⁴ Since the filing of the Combined Disclosure Statement and Plan, the Debtors made one addition to the Debtors’ Release, as reflected in the revised Combined Disclosure Statement and Plan filed contemporaneously herewith, to clarify that Walmart, Inc., as a partial owner of the Debtors, is not included in the Debtors’ Release. All

40. Pursuant to Bankruptcy Code section 1123(b)(3)(A), debtors may release claims “if the release is a valid exercise of the debtor’s business judgment, is fair, reasonable and in the best interests of the estate.” *U.S. Bank Nat’l Ass’n v. Wilmington Trust Co. (In re Spansion)*, 426 B.R. 114, 143 (Bankr. D. Del. 2010). When determining whether such debtor releases are appropriate, a court considers the “specific facts and equities of each case,” which typically consider the factors set forth in *In re Zenith Elecs. Corp.*, 241 B.R. 92, 110 (Bankr. D. Del. 1999). These factors look to:

1. An identity of interest between the debtor and the third party, such that a suit against the non-debtor is, in essence, a suit against the debtor or will deplete assets of the estate;
2. Substantial contribution by the non-debtor of assets to the reorganization;
3. The essential nature of the injunction to the reorganization to the extent that, without the injunction, there is little likelihood of success;
4. An agreement by a substantial majority of creditors to support the injunction, specifically if the impaired class of classes “overwhelmingly” votes to accept the plan; and
5. A provision in the plan for payment of all or substantially all of the claims of the class or classes affected by the injunction.

In re Indianapolis Downs, LLC, 486 B.R. 286, 303 (Bankr. D. Del. 2013). *See also In re Master Mortgage Invest. Fund, Inc.*, 168 B.R. 930, 935 (Bankr. W.D. Mo. 1994). The court need not find all factors apply in a particular case. *In re Wash. Mut., Inc.*, 442 B.R. 314, 346 (Bankr. D. Del. 2011). Instead, these factors are “helpful in weighing the equities of the particular case after a fact-specific review.” *In re Indianapolis Downs*, 486 B.R. at 303.

issues related to Walmart’s claims are being preserved and will be resolved by the Liquidating Trustee after the Effective Date.

41. Here, the Court should approve the Debtors' release of the Released Parties in the Combined Plan and Disclosure Statement as they are fair, reasonable, and in the best interests of the Debtors and their estates. First, each Released Party was instrumental in formulating the Combined Plan and Disclosure Statement. *See, e.g., In re Tribune Co.*, 464 B.R. 126, 187 (Bankr. D. Del. 2011) (finding that the debtors and their secured lenders "share[d] the common goal of confirming the [] Plan" and implementing the consummation thereof, thus, giving rise to an identity of interest between the parties).

42. Second, each of the Released Parties have made substantial contributions to these Chapter 11 Cases, including, among other things, overseeing the sale process and negotiating the Combined Plan and Disclosure Statement. The contributions of the Released Parties were essential to administering these Chapter 11 Cases and preserving value for the Debtors' creditors.

43. Third, the Debtor releases contemplated by the Combined Plan and Disclosure Statement were an essential component of the Combined Plan and Disclosure Statement process.

44. Fourth, as set forth in the Tabulation Declaration, the amount of Claims voting in support of confirmation of the Combined Plan and Disclosure Statement is substantial.

45. Fifth, the Debtors believe that the distributions provided under the Combined Plan and Disclosure Statement present the maximum recovery for creditors in these Chapter 11 Cases. As indicated by the Liquidation Analysis, creditors would receive less if these Chapter 11 Cases were converted to a case under chapter 7 of the Bankruptcy Code. *See, e.g., In re Zenith*, 241 B.R. at 111 (explaining that the fifth factor was met because "the Plan does provide a distribution to creditors in exchange for the releases" and supporting that conclusion by explaining that creditors received more under the plan than they would have in a liquidation).

(2) **Releases by Holders of Claims and Interests of Debtors**

46. Article XI.D of the Combined Plan and Disclosure Statement contains fully consensual opt-in releases by holders of claims and interests of Debtors. Specifically, the Combined Plan and Disclosure Statement provides that each a) each holder of a Claim that (i) votes to accept the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan, (ii) votes to reject the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan shall release any and all claims such parties could assert against the Releasing Parties (the **“Third-Party Release”**). The Third-Party Release is consensual, consistent with established Third Circuit law, and integral to the Combined Disclosure Statement and Plan and therefore should be approved.

47. Numerous courts have recognized that a chapter 11 plan may include a release of non-debtors by other non-debtors when such release is consensual. *See, e.g., Indianapolis Downs*, 486 B.R. at 305 (collecting cases); *Spanston*, 426 B.R. at 144 (stating that “a third-party release may be included in a plan if the release is consensual”). Consensual releases are permissible based on general principles of contract law. *In re Coram Healthcare Corp.*, 315 B.R. 321, 336 (Bankr. D. Del. 2004). The law is clear that a release is consensual where parties have received sufficient notice of a plan’s release provisions and have had an opportunity to object to or opt out of the release and failed to do so (including where such holder abstains from voting altogether). *See, e.g., In re Indianapolis Downs, LLC*, 486 B.R. at 306 (“As for those impaired creditors who abstained from voting on the Plan, or who voted to reject the Plan and did not otherwise opt out of the releases, the record reflects these parties were provided detailed instructions on how to opt out, and had the opportunity to do so by marking their ballots. Under these circumstances, the Third-Party Releases may be properly characterized as consensual and will be approved.”); *but see, In*

re Emerge Energy Services LP, 2019 Bankr. LEXIS 3717 (Bankr. D. Del. Dec. 5, 2019) (holding that a opt out is nonconsensual for parties failing to return a ballot or opt-out form).

48. Here, the Third-Party Release is entirely consensual because it must be opted into. There is no concern that Holders of Claims or Interests will inadvertently grant a release to third party by failing to return a ballot or opt-out form. All parties in interest have had ample opportunity to evaluate and exercise their right to opt into the Third-Party Release. The ballots distributed to Holders of Claims and Interests entitled to vote on the Combined Disclosure Statement and Plan quoted the entirety of the Third-Party Release provision and clearly informed such Holders of the steps they should take if they wanted to opt into the Third-Party Release. Based on the foregoing, the Debtors have established that the Third-Party Release is consensual, and there is no need to consider the factors governing non-consensual third-party releases under Continental and its progeny. *See Gillman v. Continental Airlines (In re Continental Airlines)*, 203 F.3d 203, 213-14 (3d Cir. 2000).

(3) Injunction and Exculpation Provisions

49. Injunction Provisions. Article XI.A of the Combined Plan and Disclosure Statement contains certain injunction provisions related to the parties who have held, hold, or may hold Claims against the Debtors. The injunction provisions are critical for the effectiveness of the Combined Plan and Disclosure Statement. Without such injunction provisions, the Debtors' ability to fulfill their respective responsibilities under the Combined Plan and Disclosure Statement could be constrained or jeopardized. The injunction provisions in the Combined Plan and Disclosure Statement are narrowly tailored and should be approved.

50. Exculpation Provisions. Article XI.B of the Combined Plan and Disclosure Statement provides for limited exculpation of certain parties. Exculpation provisions in a plan are appropriate when the protection is necessary and given in exchange for fair consideration. *Gillman*

v. Cont'l Airlines (In re Cont'l Airlines), 203 F.3d 203, 211-14 (3d Cir. 2000). *See also In re PWS Holding Corp.*, 228 F.3d 224, 246-47 (3d Cir. 2000) (holding that an exculpation provision “does not affect the liability of third parties, but rather sets forth the appropriate standard of liability.”). Estate fiduciaries, lenders, and other parties participating in the plan process are frequently the subject of exculpation provisions. *See, e.g., In re W.R. Grace & Co.*, 446 B.R. 96, 132-33 (Bankr. D. Del. 2011); *In re Wash Mut. Inc.*, 442 B.R. at 350-51; *In re Indianapolis Downs, LLC*, 486 B.R. at 306. Without protection for these parties, key constituents would not participate in the plan process.

51. For these reasons, the Debtors submit that the exculpation provisions in the Combined Plan and Disclosure Statement should be approved.

(vi) Section 1129(a)(2): The Combined Plan and Disclosure Statement Complies with the Bankruptcy Code

52. Bankruptcy Code section 1129(a)(2) requires that the plan proponent “comp[y] with the allocable provisions of [the Bankruptcy Code].” 11 U.S.C. § 1129(a)(2). The legislative history of Bankruptcy Code section 1129(a)(2) reflects that this provision is intended to encompass the disclosure and solicitation requirements under Bankruptcy Code sections 1125 and 1126. *See* H.R. Rep. No. 95-595, at 412 (1977); S. Rep. No. 95-989, at 126 (1978) (“Paragraph (2) [of § 1129(a)] requires that the proponent of the plan comply with the applicable provisions of chapter 11, such as section 1125 regarding disclosure.”); *In re Johns-Manville Corp.*, 68 B.R. 618, 630 (Bankr. S.D.N.Y. 1987). *See also In re Toy & Sports Warehouse, Inc.*, 37 B.R.141, 149 (Bankr. S.D.N.Y. 1984); *In re Drexel Burnham Lambert Grp., Inc.*, 138 B.R. 723, 759 (Bankr. S.D.N.Y. 1992). As set forth below, the Debtors have complied with the applicable provisions of the Bankruptcy Code, including the provisions of Bankruptcy Code sections 1125 and 1126 regarding disclosure and plan solicitation.

53. As discussed herein and in the Tabulation Declaration, the Combined Plan and Disclosure Statement satisfies the requirements of Bankruptcy Code sections 1125 and 1126. The Debtors have complied with applicable Bankruptcy Code provisions, the Bankruptcy Rules, the Local Rules, including Local Rule 3017-2, and other applicable law in the transmission of the Combined Plan and Disclosure Statement, the Ballots, and related documents and notices. Accordingly, the Debtors have complied with the provisions of Bankruptcy Code sections 1125 and 1126, and fulfilled the requirements of Bankruptcy Code section 1129(a)(2).

(vii) Section 1129(a)(3): The Combined Plan and Disclosure Statement Has Been Proposed in Good Faith

54. As required by Bankruptcy Code section 1129(a)(3), the Combined Plan and Disclosure Statement has been “proposed in good faith and not by any means forbidden by law.” The determination of good faith should be left to the Court’s common sense and judgment. *In re Okoreeh-Bahm*, 836 F.2d 1030, 1033 (6th Cir. 1988).

55. The Third Circuit has addressed the good faith standard under Bankruptcy Code section 1129(a)(3), stating that “[f]or purposes of determining good faith under section 1129(a)(3) . . . the important point on inquiry is the plan itself and whether such a plan will fairly achieve a result consistent with the objectives of the Bankruptcy Code.” *In re PWS Holding Corp.*, 228 F.3d 224, 242 (3rd Cir. 2000); *see also In re Lernout & Hauspie Speech Prods. N.V.*, 308 B.R. 672, 675 (D. Del. 2004) (finding that good faith requires “that (1) the plan be consistent with the objectives of the Bankruptcy Code; (2) the plan be proposed with honesty and good intentions and with a basis for expecting that reorganization can be achieved; or (3) there was fundamental fairness in dealing with the creditors.”); *In re NII Holdings, Inc.*, 288 B.R. 356, 362 (Bankr. D. Del. 2002); *In re Zenith Elecs. Corp.*, 241 B.R. 92, 107 (Bankr. D. Del. 1999); *In re PPI Enterprises, Inc.*, 228 B.R. 339, 347 (Bankr. D. Del. 1998).

56. The Combined Plan and Disclosure Statement is the result of arm's-length negotiations among the Debtors and the Committee. The voting support demonstrates the fairness of the Combined Plan and Disclosure Statement. The goal of the Combined Plan and Disclosure Statement is to maximize distributions to creditors, a legitimate and honest purpose. Further, the Combined Plan and Disclosure Statement has been proposed in compliance with all applicable laws, rules, and regulations. As such, the Combined Plan and Disclosure Statement complies with Bankruptcy Code section 1129(a)(3).

(viii) Section 1129(a)(4): The Combined Plan and Disclosure Statement Provides for Approval of Certain Administrative Expenses

57. Bankruptcy Code section 1129(a)(4) requires that payments by a debtor "for services or for costs and expenses in connection with the case, or in connection with the plan and incident to the case," either be approved by the Court as reasonable or subject to approval of the Court as reasonable. *See* 11 U.S.C. § 1129(a)(4); *see also In re Resorts Int'l, Inc.*, 145 B.R. 412, 475-76 (Bankr. D.N.J. 1990); *In re Lisanti Foods*, 329 B.R. 491, 503 (D.N.J. 2005).

58. The Combined Plan and Disclosure Statement provides that any payments made or promised by the Debtors for services rendered in connection with these Chapter 11 Cases will be subject to review by the Court and other parties in interest. These procedures satisfy Bankruptcy Code section 1129(a)(4).

(ix) Section 1129(a)(5): The Combined Plan and Disclosure Statement Contains Proper Disclosures

59. Bankruptcy Code section 1129(a)(5) requires that a plan proponent disclose "the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor . . . or a successor of the debtor under the plan." 11 U.S.C. § 1129(a)(5)(A)(i).

60. In the Plan Supplement, the Debtors disclosed that Heather Barlow, of Dundon Advisors, will serve as the Liquidating Trustee until the Debtors are dissolved; no additional officers, directors or trustees will be engaged. Accordingly, Bankruptcy Code section 1129(a)(5) has been satisfied.

(x) Section 1129(a)(6): No Governmental Regulatory Commission Has Jurisdiction over the Debtor

61. Bankruptcy Code section 1129(a)(6) provides that “[a]ny governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the debtor has approved any rate change provided for in the plan, or such rate change is expressly conditioned on such approval.” 11 U.S.C. § 1129(a)(6). The Combined Plan and Disclosure Statement does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. The Debtors submit, therefore, that this provision of the Bankruptcy Code is not applicable to the Combined Plan and Disclosure Statement.

(xi) Section 1129(a)(7): The Combined Plan and Disclosure Statement is in the Best Interest of All Creditors

62. Bankruptcy Code section 1129(a)(7) requires that a plan be in the best interests of creditors and equity holders, commonly referred to as the “best interests” test. The best interests test requires that holders of impaired claims:

- (i) have accepted the plan; or
- (ii) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of this title on such date.

11 U.S.C. § 1129(a)(7)(A).

63. The best interests test, thus, focuses on dissenting impaired holders of claims and interests as individuals, rather than on entire classes of claims or interests. *See Bank of Am. Nat’l*

Trust & Savings Assoc. v. 203 N. LaSalle St. Partnership, 526 U.S. 434, 441 n.13 (1999) (“The ‘best interests’ test applies to individual creditors holding impaired claims, even if the class as a whole votes to accept the plan.”); *see also In re Adelpia Commc’ns, Corp.*, 368 B.R. 140, 251 (Bankr. S.D.N.Y. 2007) section 1129(a)(7) is satisfied when an impaired holder of claims would receive “no less than such holder would receive in a hypothetical chapter 7 liquidation.”). A plan may satisfy this requirement if the Court finds that each such nonconsenting member of an impaired class of claims would receive at least as much under the plan as it would under a chapter 7 liquidation. *See, e.g., In re Washington Mut., Inc.*, 461 B.R. 200, 241 (Bankr. D. Del. 2011); *In re Lason, Inc.*, 300 B.R. 227, 232 (Bankr. D. Del. 2003) Section 1129(a)(7)(A) requires a determination whether a prompt chapter 7 liquidation would provide a better return to particular creditors or interest holders than a chapter 11 reorganization.”); *see also In re Crowthers McCall Pattern, Inc.*, 120 B.R. 279, 297 (Bankr. S.D.N.Y. 1990).

64. The Debtors submit that, if these Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code, the value of distributions to each impaired class of Claims or Interests would likely be less than the value of distributions under the Combined Plan and Disclosure Statement. As detailed in the Liquidation Analysis, the value available for distributions under Chapter 7 would be less than the value provided under the Combined Plan and Disclosure Statement. Several factors contribute to smaller distributions: (a) the Debtors would incur costs, such as professional fees, in winding up Chapter 7 cases; (b) the Chapter 7 process could take substantially longer; and (c) a Chapter 7 trustee and professionals would necessarily incur material costs in becoming familiar with the Debtors’ assets and operations, and likely would realize lesser value for such assets.

65. For these reasons, the Debtors believe that the Combined Plan and Disclosure Statement is in the best interests of creditors. Holders of Claims in all of the Voting Classes will receive at least as much, or more, under the Combined Plan and Disclosure Statement than under Chapter 7.

(xii) Section 1129(a)(8): The Combined Plan and Disclosure Statement Has Been Accepted by an Impaired Voting Class

66. Bankruptcy Code section 1129(a)(8) requires that each class of claims either vote to accept a plan or are not impaired under a plan. 11 U.S.C. § 1129(a)(8). As detailed in the Tabulation Declaration: (a) Holders of Claims in Classes 1 and 2 are unimpaired and deemed to accept the Combined Plan and Disclosure Statement; (b) Holders of Claims in three impaired consenting classes, Class 3A (SMTU General Unsecured Claims), Class 3C (SMTC General Unsecured Claims), and Class 4⁵ (Equity Interests) have voted to accept the Combined Plan and Disclosure Statement; (c) no votes were cast in Class 3B (SLP General Unsecured Claims); and (d) there were no classes deemed to reject the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement therefore should be confirmed pursuant to Bankruptcy Code section 1129(b).

(xiii) Section 1129(a)(9): The Combined Plan and Disclosure Statement Provides for Payment in Full of Allowed Priority, Administrative, and Tax Claims

67. Bankruptcy Code section 1129(a)(9) requires that certain types of priority claims must receive specific treatment, unless the holders of such claims agree to different treatment. 11 U.S.C. § 1129(a)(9). The Combined Plan and Disclosure Statement provides for the payment of Allowed Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims.

⁵ While the Equity Interest Holders are all insiders, and their vote technically does not count for acceptance of the Combined Plan and Disclosure Statement, the Debtors note that no Equity Holder has rejected the Combined Plan and Disclosure Statement.

Therefore, the Combined Plan and Disclosure Statement meets the requirements of Bankruptcy Code section 1129(a)(9).

(xiv) Section 1129(a)(10): At Least One Class of Impaired Classes Has Accepted the Combined Plan and Disclosure Statement

68. Bankruptcy Code section 1129(a)(10) requires affirmative acceptance of a plan by at least one class of impaired claims “determined without including any acceptance of the plan by any insider” if a class of claims is impaired by such plan. 11 U.S.C. § 1129(a)(10). The Combined Plan and Disclosure Statement was accepted by Classes 3A and 3C. Each of those Classes is impaired. Thus, Bankruptcy Code section 1129(a)(10) has been met.

(xv) Section 1129(a)(11): The Combined Plan and Disclosure Statement is Feasible

69. Bankruptcy Code section 1129(a)(11) requires that the Court find that

Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

11 U.S.C. § 1129(a)(11). This is referred to as the “feasibility” standard and requires two determinations: (a) the debtor’s ability to consummate the provisions of the plan, and (b) the debtor’s ability to reorganize as a viable entity. *See Kane v. Johns-Manville Corp.*, 843 F.2d 636, 649 (2d Cir. 1988) (“[T]he feasibility standard is whether the plan offers a reasonable assurance of success. Success need not be guaranteed.”); *Mercury Capital Corp. v. Milford Conn. Assocs., L.P.*, 354 B.R. 1, 9 (D. Conn. 2006) (“A ‘relatively low threshold of proof’ will satisfy the feasibility requirement.”) (*quoting In re Brotby*, 303 B.R. 177, 191 (B.A.P. 9th Cir. 2003)); *In re Lakeside Global II, Ltd.*, 116 B.R. 499, 506 (Bankr. S.D. Tex. 1989) (stating that the definition of feasibility “has been slightly broadened and contemplates whether [a] debtor can realistically carry out its Plan . . . and [b] whether the Plan offers a reasonable prospect of success and is workable”).

70. The Combined Plan and Disclosure Statement is a liquidating chapter 11 plan. The Combined Plan and Disclosure Statement provides that upon the Effective Date: (i) the Liquidating Trust Assets will be transferred to the Liquidating Trust; and (ii) after completing all of their fiduciary obligations, the Debtors will be dissolved. Thereafter, the Liquidating Trust Assets will be administered and distributed as soon as practicable pursuant to the terms of the Combined Plan and Disclosure Statement and the Liquidating Trust Agreement. As a result, the Combined Plan and Disclosure Statement presents a workable scheme of liquidation. *See In re Credentia Corp.*, Case No. 10-10926, 2010 WL 3313383, at *9 (Bankr. D. Del. May 26, 2010) (“The Plan provides for a workable scheme of liquidation and, therefore, satisfies section 1129(a)(11) of the Bankruptcy Code.”); *see also In re Revco*, 131 B.R. 615, 622 (Bankr. N.D. Ohio 1990) (holding that Section 1129(a)(11) is satisfied as the plan provides that the property of [the] Debtors shall be liquidated”). Accordingly, Section 1129(a)(11) has been met.

(xvi) Section 1129(a)(12): All Statutory Payment Obligations Have Been or Will be Paid

71. Bankruptcy Code section 1129(a)(12) requires that a plan provide for the payment of fees payable under 28 U.S.C. § 1930. 11 U.S.C. § 1129(a)(12). Bankruptcy Code section 507 provides that such fees are afforded priority as administrative expenses. 11 U.S.C. § 507(a)(2).

72. The Combined Plan and Disclosure Statement provides that all statutory fees will be paid by the Debtors on or before the Effective Date. Therefore, Bankruptcy Code section 1129(a)(12) has been met.

(xvii) Section 1129(a)(13) Through Section 1129(a)(16) Do Not Apply to the Combined Plan and Disclosure Statement

73. Bankruptcy Code section 1129(a)(13) requires that a plan provide for the continuation of all retiree benefits as defined by Bankruptcy Code section 1114. 11 U.S.C.

1129(a)(13). Because the Debtors do not provide such retiree benefits, Bankruptcy Code section 1129(a)(13) is inapplicable.

74. Bankruptcy Code section 1129(a)(14) relates to the payment of domestic support obligations. 11 U.S.C. § 1129(a)(14). The Debtors are not subject to any domestic support obligations; therefore, this provision is not applicable.

75. Bankruptcy Code section 1129(a)(15) only applies to cases where the debtor is an individual. 11 U.S.C. § 1129(a)(15). Therefore, this provision does not apply to the Combined Plan and Disclosure Statement.

76. Bankruptcy Code section 1129(a)(16) applies to transfers of property by a corporation or trust that is not money, business, or commercial corporation or trust. 11 U.S.C. § 1129(a)(16). The Debtors were a business or commercial corporation. Therefore, Bankruptcy Code section 1129(a)(16) does not apply.

(xviii) Section 1129(b): The Combined Plan and Disclosure Statement Satisfies the “Cram Down Requirements”

77. Bankruptcy Code section 1129(b) provides a mechanism to confirm a plan when not all of the requirements of Bankruptcy Code section 1129(a) have been met. This mechanism is commonly referred to as the “cram down.”

78. In relevant part, Bankruptcy Code section 1129(b) provides:

[I]f all of the applicable requirements of Bankruptcy Code section 1129(a) other than Bankruptcy Code section 1129(a)(8) are met with respect to a plan, the court, on request of the proponent of the plan, shall confirm the plan notwithstanding the requirements of such paragraph if the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

11 U.S.C. § 1129(b)(1). Therefore, a court may “cram down” a plan over rejection by impaired classes of claims or equity interests as long as the plan does not “discriminate unfairly” and is “fair and equitable” with respect to such classes. *Kane v. Johns-Manville Corp.*, 843 F.2d at 650.

79. To determine whether “unfair discrimination” exists, courts look to the facts and circumstances of the particular case. *See In re 203 N. LaSalle St. Ltd. P’ship.*, 190 B.R. 567, 585 (Bankr. N.D. Ill. 1995), *rev’d on other grounds*, 526 U.S. 434 (1999) (noting “the lack of any clear standard for determining the fairness of a discrimination in the treatment of classes under a Chapter 11 plan” and that “the limits of fairness in this context have not been established.”); *see also In re Bowles*, 48 B.R. 502, 507 (Bankr. E.D. Va. 1985) (“[W]hether or not a particular plan does so [unfairly] discriminate is to be determined on a case-by-case basis.”); *In re Freymiller Trucking, Inc.*, 190 B.R. 913, 916 (Bankr. W.D. Okla. 1996) (holding that a determination of unfair discrimination requires a court to “consider all aspects of the case and the totality of all the circumstances”). A plan unfairly discriminates when it treats similarly situated classes materially differently without a compelling justification. *In re Coram Healthcare Corp.*, 315 B.R. 321, 349 (Bankr. D. Del. 2004) (collecting cases).

80. A plan is fair and equitable with respect to an impaired class of unsecured claims or interests that rejects a plan if it follows the absolute priority rule. *See* 11 U.S.C. § 1129(b)(2)(B)(ii) and (C)(ii); *see also In re Armstrong World Indus.*, 320 B.R. 523, 532 (D. Del. 2005) (finding the fair and equitable requirement to be rooted in the absolute priority rule).

81. The Combined Plan and Disclosure Statement is fair and equitable with respect to Classes 3A, 3B, 3C and 4. First, no class has rejected the Combined Plan and Disclosure Statement. Further, the Combined Plan and Disclosure Statement satisfies the absolute priority rule, as no junior Holder of a Claim or Equity Interest will receive any distribution unless the

Holders of higher priority Claims receive the full value of their Claims, or the Holders of such higher priority Claims have consented to such treatment.

82. The Debtors, therefore, submit that, to the extent applicable, the cram down requirements of Bankruptcy Code section 1129(b) have been satisfied as the Combined Plan and Disclosure Statement is fair and equitable and does not unfairly discriminate.

(xix) Section 1129(c) through Section 1129(e) Have Been Satisfied

83. Bankruptcy Code section 1129(c) requires the Court confirm only one plan. *See* 11 U.S.C. § 1129(c). The Combined Plan and Disclosure Statement is the only plan being confirmed in these Chapter 11 Cases, thus satisfying Bankruptcy Code section 1129(c).

84. The principal purpose of the Combined Plan and Disclosure Statement is not the avoidance of taxes or the application of section 5 of the Security Act of 1933. Therefore, Bankruptcy Code section 1129(d) is satisfied.

85. Bankruptcy Code section 1129(e) is not applicable as none of these Chapter 11 Cases are “small business cases.”

B. OBJECTIONS

86. The objection deadline for the Combined Plan and Disclosure Statement was December 12, 2023, at 4:00 p.m. (prevailing Eastern Time). The Debtors received two informal comments to the Combined Plan and Disclosure Statement prior to the Objection Deadline. One from Walmart, Inc. and the other from the Texas Comptroller. The Debtors have added language to the proposed Confirmation Order at Paragraphs 31 and 32 that resolves these informal comments.

C. A WAIVER OF ANY STAY OF CONFIRMATION IS APPROPRIATE

87. The Debtors request that the Confirmation Order be effective immediately upon its entry, notwithstanding the 14-day stay otherwise imposed by Bankruptcy Rule 3020. The purpose

of Bankruptcy Rule 3020(e) is to allow parties in interest with time to appeal a confirmation order before such appeal is moot. *See* Fed. R. Bankr. P. 3020(e), Adv. Comm. Notes, 1999 Amend.

88. Here, such waiver is appropriate because immediate consummation of the Combined Plan and Disclosure Statement will not prejudice any party in interest, and creditors whose distributions are to be made upon the Effective Date will benefit from such an immediate consummation. Therefore, the Debtors submit that good cause exists to waive the requirements of Bankruptcy Rule 3020(e).

CONCLUSION

For all of the foregoing reasons, the Debtors respectfully submit that the Court should confirm the Combined Plan and Disclosure Statement because it fully satisfies all applicable requirements under the Bankruptcy Code.

Dated: December 14, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)

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*Counsel for the Debtors and the
Debtors-in-Possession*

This is Exhibit "F" referred to in the Affidavit of **Shawn Turkington #6**, sworn before me at Vancouver, BC, this 20 day of December, 2023.



A Commissioner for taking Affidavits in British Columbia

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING THE FIRST AMENDED COMBINED
DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF
STRUCTURLAM MASS TIMBER U.S., INC., ET AL.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) having filed (a) the *Debtors’ Motion for Order (I) Approving Adequacy of Disclosures in Combined Disclosure Statement and Plan on Interim Basis, (II) Scheduling Confirmation Hearing and Objection Deadline, (III) Establishing Procedures for Solicitation and Tabulation of Votes, (IV) Approving Form of Ballot and Solicitation Package, and (V) Approving Notice* [Docket No. 417] (the “**Interim Approval and Procedures Motion**”); (b) the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 517] (as subsequently revised or amended, the “**Combined Plan and Disclosure Statement**”);² (c) the *Certification of Scott M. Ewing with Respect to the Tabulation of Votes on the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287) (“**SMTU**”); Natural Outcomes, LLC (n/a) (“**Natural**”); Structurlam Mass Timber Corporation (5050) (“**SMTC**”); and SLP Holdings Ltd. (3114) (“**SLP**”). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

² Capitalized terms not otherwise herein shall have the meanings ascribed to such terms in the Interim Approval and Procedures Motion or the Combined Plan and Disclosure Statement.



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Structurlam Mass Timber U.S., Inc., et al. [Docket No. 516] (the “**Tabulation Declaration**”); (d) the *Declaration of Matthew Karmel in Support of Confirmation of the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 523] (the “**Confirmation Declaration**”); and (e) the *Debtors’ Memorandum of Law in Support of Entry of an Order Confirming the First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 524] (the “**Confirmation Memorandum**”); and the Court having entered the *Order (i) Conditionally Approving Combined Disclosure Statement and Plan for Solicitation Purposes Only, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Combined Disclosure Statement and Plan, (iii) Approving the Form of Ballot and Solicitation Materials, (iv) Establishing Voting Record Date, (v) Fixing the Date, Time and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (vi) Approving Related Shortened Notice Procedures* [Docket No. 460] (the “**Interim Approval and Procedures Order**”), approving, among other things the Combined Plan and Disclosure Statement on an interim basis, the contents of the Solicitation Package, and the solicitation procedures and tabulation procedures; and the Court having conducted an evidentiary hearing to consider confirmation of the Combined Plan and Disclosure Statement on December 19, 2023 (the “**Combined Hearing**”); and any responses or objections to confirmation of the Combined Plan and Disclosure Statement raised at or prior to the Combined Hearing (collectively, the “**Objections**”) having been resolved, overruled, or withdrawn prior to or during the Combined Hearing; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, the Court hereby finds and determines that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. *Findings and Conclusions.* The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. *Jurisdiction, Venue, Core Proceeding.* The Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. Approval of the disclosures in and confirmation of the Combined Plan and Disclosure Statement are core proceedings pursuant to 28 U.S.C. § 157(b), and this Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under Bankruptcy Code section 109. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are the plan proponents in accordance with Bankruptcy Code section 1121(a).

C. *The Committee.* On May 3, 2023, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed an official committee of unsecured creditors in these Chapter 11 Cases (the "**Committee**") [Docket No. 65].³ No trustee or examiner has been appointed in the Chapter 11 Cases.

D. *Judicial Notice.* The Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including all pleadings and other

³ On May 5, 2023, an *Amended Notice of Appointment of Committee of Unsecured Creditors* was filed in the Chapter 11 Cases [Docket No. 73].

documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of these Chapter 11 Cases.

E. *Adequate Information.* The Combined Plan and Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125(a).

F. *Interim Approval and Procedures Order Compliance.* The Debtors have complied with the Interim Approval and Procedures Order, including the solicitation process, in all respects.

G. *Burden of Proof.* The Debtors have the burden of proving the elements of Bankruptcy Code sections 1125 and 1129(a) and (b) by a preponderance of the evidence. The Debtors have met their burden and have proven each element of Bankruptcy Code sections 1125 and 1129.

H. *Voting.* As evidenced by the Tabulation Declaration, votes to accept or reject the Combined Plan and Disclosure Statement have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code and the Bankruptcy Rules, the solicitation process set forth in the Interim Approval and Procedures Order, and applicable non-bankruptcy law.

I. *Solicitation.* The Solicitation Packages were transmitted and served in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, and the Interim Approval and Procedures Order. The Form of Ballots adequately addressed the particular needs of these Chapter 11 Cases and is appropriate to the Holders of Claims in the Voting Class, which are impaired under the Combined Plan and Disclosure Statement and may receive a distribution under the Combined Plan and Disclosure Statement, and whose votes were, therefore, solicited.

- (1) The period during which the Debtors solicited acceptances of the Combined Plan and Disclosure Statement was reasonable and sufficient under the

circumstances of these Chapter 11 Cases and enabled voting creditors to make an informed decision to accept or reject the Combined Plan and Disclosure Statement.

- (2) The Debtors were not required to solicit the votes from the Holders of Claims from the following Classes (the “**Deemed to Accept Classes**”) as each such Class is unimpaired under the Combined Plan and Disclosure Statement and conclusively presumed to have accepted it: 1 (Other Secured Claims), and 2 (Priority Claims).
- (3) As described in the Tabulation Declaration and the Confirmation Declaration, the transmittal and service of the Solicitation Packages was timely, adequate, and sufficient under the circumstances. The solicitation of votes on the Combined Plan and Disclosure Statement complied with the Interim Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and other applicable rules, laws, and regulations. In connection therewith, the Debtors, and their employees, attorneys, advisors and professionals in these Chapter 11 Cases are entitled to the protection of Bankruptcy Code section 1125(e).

J. *Good Faith.* The Combined Plan and Disclosure Statement was negotiated in good faith and at arm’s length, and the Debtors have not engaged in any collusive or unfair conduct in connection with the Combined Plan and Disclosure Statement.

K. *Notice.* As evidenced by the Tabulation Declaration and the Confirmation Declaration, the transmittal and service of the Solicitation Packages were adequate and sufficient under the circumstances, and all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to confirmation of the Combined Plan and Disclosure Statement) have been given due, proper, timely, and adequate notice in accordance with the Interim Approval and Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

L. *Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).* The Combined Plan and Disclosure Statement complies with the applicable provisions of the Bankruptcy Code

and, as required by Bankruptcy Rule 3016, the Combined Plan and Disclosure Statement is dated and identifies the Debtors as plan proponents, thereby satisfying Bankruptcy Code section 1129(a)(1).

M. *The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).* The Debtors have complied with all the applicable provisions of the Bankruptcy Code, satisfying the requirements of Bankruptcy Code section 1129(a)(2).

N. *Proposed in Good Faith (11 U.S.C. § 1129(a)(3)).* The Combined Plan and Disclosure Statement has been proposed in good faith and not by any means forbidden by law, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(3).

O. *Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).* Any payment made or to be made by the Debtors, or by any person issuing securities or acquiring property under the Combined Plan and Disclosure Statement, for services or for costs and expenses in or in connection with these Chapter 11 Cases, or in connection with the Combined Plan and Disclosure Statement and incident to these Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(4).

P. *Liquidating Trustee, Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)).* The Debtors have complied with Bankruptcy Code section 1129(a)(5). The Debtors are liquidating and, therefore, Bankruptcy Code section 1129(a)(5)(B) is not applicable.

Q. *No Rate Changes (11 U.S.C. § 1129(a)(6)).* After confirmation of the Combined Plan and Disclosure Statement, the Debtors' businesses will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Therefore, Bankruptcy Code section 1129(a)(6) is not applicable.

R. *Best Interest of Creditors (11 U.S.C. § 1129(a)(7)).* The Combined Plan and Disclosure Statement satisfies Bankruptcy Code section 1129(a)(7). The Liquidation Analysis attached to the Combined Plan and Disclosure Statement, and other evidence proffered or adduced at the Combined Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that each Holder of an impaired Claim or Equity Interest either has accepted the Combined Plan and Disclosure Statement or will receive or retain under the Combined Plan and Disclosure Statement, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

S. *Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).* Holders of Claims in Classes 1 (Other Secured Claims) and 2 (Priority Claims) are unimpaired and deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims in Classes 3A (SMTU General Unsecured Claims), 3B (SLP General Unsecured Claims), 3C (SMTC General Unsecured Claims), and 4 (Equity Interests) have voted, as classes, such that each of the foregoing classes have accepted the Combined Plan and Disclosure Statement in accordance with Bankruptcy Code section 1126(c).

T. *Treatment of Administrative Expense Claims and Priority Tax Claims (11 U.S.C. § 1129(a)(9)).* The treatment of Allowed Administrative Expenses under the Combined Plan and Disclosure Statement satisfies Bankruptcy Code section 1129(a)(9)(A). The treatment of Allowed Priority Tax Claims under the Combined Plan and Disclosure Statement satisfies the requirements of Bankruptcy Code section 1129(a)(9)(C).

U. *Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)).* At least one Class of Claims that is impaired under the Combined Plan and Disclosure Statement has accepted the

Combined Plan and Disclosure Statement, determined without including any acceptance of the Combined Plan and Disclosure Statement by an insider, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(10).

V. *Feasibility (11 U.S.C. § 1129(a)(11))*. Confirmation of the Combined Plan and Disclosure Statement is not likely to be followed by the liquidation of the Debtors other than as set forth in the Combined Plan and Disclosure Statement itself, thereby satisfying Bankruptcy Code section 1129(a)(11).

W. *Payment of Fees (11 U.S.C. § 1129(a)(12))*. The Combined Plan and Disclosure Statement provides that all fees due and payable pursuant to 28 U.S.C. § 1930 shall be payable by the Debtors prior to the Effective Date.

X. *Inapplicable Provisions (11 U.S.C. § 1129(a)(13)-(16))*. The Debtors (i) do not maintain retiree benefits as defined in Bankruptcy Code section 1114, (ii) do not have domestic support obligations, (iii) are not individuals, and (iv) are moneyed, business, or commercial entities; accordingly, Bankruptcy Code sections 1129(a)(13)-(16) are not applicable to the Combined Plan and Disclosure Statement.

Y. *Fair and Equitable, No Unfair Discrimination (11 U.S.C. § 1129(b))*. Based upon the evidence proffered, adduced, and presented by the Debtors at the Combined Hearing, the Combined Plan and Disclosure Statement does not discriminate unfairly against, and is fair and equitable with respect to Classes 3A, 3B, 3C and 4 as required by Bankruptcy Code section 1129(b)(1) and (b)(2).

Z. *Only One Plan (11 U.S.C. § 1129(c))*. The Combined Plan and Disclosure Statement is the only plan filed in these Chapter 11 Cases, and accordingly, Bankruptcy Code section 1129(c) is inapplicable in the Chapter 11 Case.

AA. *Principal Purpose of the Plan (11 U.S.C. § 1129(d))*. The principal purpose of the Combined Plan and Disclosure Statement is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Combined Plan and Disclosure Statement on any such grounds. Therefore, the Combined Plan and Disclosure Statement satisfies the requirements of Bankruptcy Code section 1129(d).

BB. *Good Faith Solicitation (11 U.S.C. § 1125(e))*. Based upon the record before the Court, the Debtors, the Committee, and their respective employees, attorneys, advisors and professionals in these Chapter 11 Cases have acted in “good faith” within the meaning of Bankruptcy Code section 1125(e) in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of the Combined Plan and Disclosure Statement and/or their participation in the activities described in Bankruptcy Code section 1125, and, therefore, are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation or participation therein of the Combined Plan and Disclosure Statement and are entitled to the protections afforded by Bankruptcy Code section 1125(e) and, to the extent such parties are listed therein, the exculpation provisions found in Article X.B of the Combined Plan and Disclosure Statement.

CC. *Implementation*. All documents necessary to implement the Combined Plan and Disclosure Statement, and all other relevant and necessary documents have been developed and negotiated in good faith and at arm’s length and shall, upon completion of documentation and

execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

DD. *Releases.* The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012 to approve the releases set forth in Article XI of the Combined Plan and Disclosure Statement. Pursuant to Bankruptcy Code section 105(a), approval of the releases and injunction provisions contained in the Combined Plan and Disclosure Statement is warranted, as established by the record in these Chapter 11 Cases, because such provisions: (i) are essential to the formulation and implementation of the Combined Plan and Disclosure Statement, (ii) confer substantial benefits on the Debtors' Estates, (iii) are fair, equitable, and reasonable, and (iv) are in the best interests of the Debtors and their Estates.

EE. *Exculpation.* Pursuant to Bankruptcy Code section 1123(b)(3) and Bankruptcy Rule 9019(a), the exculpation provisions and the releases set forth in the Combined Plan and Disclosure Statement and implemented by this Confirmation Order are fair, equitable, reasonable, and in the best interests of the Debtors, and their Estates, creditors, and equity holders. The record of the Combined Hearing is sufficient to support the exculpation provision set forth in Article XI.B and the releases provided for in Articles XI.C and XI.D, and the related injunction in Article XI.A of the Combined Plan and Disclosure Statement. Accordingly, based on the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Combined Hearing, this Court finds that the exculpation provisions set forth in Article XI.B and the releases set forth in Articles XI.C and XI.D, and the related injunction in Article XI.A of the Combined Plan and Disclosure Statement, are consistent with the Bankruptcy Code and applicable law.

FF. Based on the foregoing, the Combined Plan and Disclosure Statement satisfies the requirements for confirmation set forth in Bankruptcy Code section 1129.

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

1. *Findings of Fact and Conclusion of Law.* The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.

2. *Notice of Combined Hearing.* Notice of the Combined Hearing complied with the terms of the Interim Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

3. *Adequate Information.* The disclosures contained in the Combined Plan and Disclosure Statement are approved on a final basis as containing adequate information within the meaning of Bankruptcy Code section 1125, and any objections to the adequacy of the information contained in the Combined Plan and Disclosure Statement not otherwise consensually resolved are overruled in their entirety.

4. *Solicitation.* The solicitation of votes on the Combined Plan and Disclosure Statement complied with the Interim Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

5. *Ballots.* The form of Ballot attached as Exhibit 1 to the Interim Approval and Procedures Order is in compliance with Bankruptcy Rule 3018(c), and substantially conforms to Official Form Number 14, and is approved in all respects.

6. *Confirmation of the Combined Plan and Disclosure Statement.* The Combined Plan and Disclosure Statement, attached hereto as Exhibit A, and all exhibits thereto are approved in

all respects. The terms of the Combined Plan and Disclosure Statement are an integral part of this Confirmation Order.

7. *Objections Resolved or Overruled.* All objections, responses, statements, and comments in opposition to the Combined Plan and Disclosure Statement, other than those withdrawn with prejudice, waived, or settled prior to, or on the record at, the Combined Hearing, shall be, and hereby are, overruled in their entirety.

8. *Binding Effect.* On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Combined Plan and Disclosure Statement shall be binding on the Debtors, the Estates, all Holders of Claims and Equity Interests (irrespective of whether such Claims or Equity Interests are impaired under the Combined Plan and Disclosure Statement or whether the Holders of such Claims or Equity Interests have accepted the Combined Plan and Disclosure Statement), any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any other parties in interest in these Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

9. *Vesting of Assets.* As of the Effective Date, pursuant to Bankruptcy Code section 1141(b) and (c), the Debtors' assets shall automatically vest in the Liquidating Trust free and clear of all Claims liens, encumbrances, charges, membership interests, and other interests, subject to the terms and conditions of the Combined Plan and Disclosure Statement and this Confirmation Order, except as otherwise provided in the Combined Plan and Disclosure Statement or this Confirmation Order.

10. *Implementation of the Combined Plan and Disclosure Statement.* The Debtors are hereby authorized to execute deliver, file, or record such documents, contracts, instruments,

releases, and other agreements, and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Combined Plan and Disclosure Statement.

11. *Rejection of Executory Contracts.* Except as set forth in the Combined Plan and Disclosure Statement, as of the Effective Date, each Executory Contract and Unexpired Lease to which the Debtors are parties is hereby rejected as of the Effective Date unless (i) previously assumed and/or assigned, (ii) subject to a pending motion to assume and/or assign, or (iii) rejected before the Effective Date.

12. *Conditions to Effectiveness.* The Combined Plan and Disclosure Statement shall not become effective unless the conditions set forth in Article X of the Combined Plan and Disclosure Statement have been satisfied or waived.

13. *Professional Compensation.* All Professionals shall file with the Court applications for compensation within sixty (60) days after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to, or action, order, or approval of, the Court, including for compensation for preparation of final fee applications by the Debtors' and the Committee's Professionals after the Effective Date.

14. *Binding Exculpation Provision.* All exculpation provisions contained herein and/or in the Combined Plan and Disclosure Statement, including, but not limited to those contained in Article XI of the Combined Plan and Disclosure Statement, are approved and are effective and binding on all persons and entities, to the extent provided therein.

15. *Binding Release Provisions.* All release provisions contained herein and/or in the Combined Plan and Disclosure Statement, including, but not limited to those contained in Article XI of the Combined Plan and Disclosure Statement, are approved and are effective and binding on all persons and entities, to the extent provided therein; *provided, however*, that no provision of the Combined Plan and Disclosure Statement or this Confirmation Order shall be construed to grant a discharge pursuant to Bankruptcy Code section 1141(d), *provided, further however*, that notwithstanding anything contained in the Combined Plan and Disclosure Statement or this Order to the contrary, “Released Parties” under the Combined Plan and Disclosure Statement shall not include Walmart, Inc., or any non-Debtor entity owned or controlled by, or otherwise affiliated (including affiliated through control or financial interdependence) with, Walmart, Inc.

16. *Injunctions.* Except as otherwise provided in the Combined Plan and Disclosure Statement, the Combined Plan and Disclosure Statement, this Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against any property that is to be distributed under the terms of the Combined Plan and Disclosure Statement on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a setoff right not taken pre-confirmation, or subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Combined Plan and Disclosure Statement; *provided, however*, that such entities shall not be precluded from exercising their rights

pursuant to and consistent with the terms of the Combined Plan and Disclosure Statement or the Confirmation Order; *provided, further*, that the foregoing shall not apply to any acts, omissions, claims, causes of action or other obligations expressly set forth in and preserved by the Combined Plan and Disclosure Statement or any defenses thereto.

17. *Preservation of Causes of Action.* On the Effective Date, the Estates' Causes of Action shall be and are hereby preserved and transferred to the Liquidating Trustee pursuant to the terms of the Combined Disclosure Statement and Plan, except as provided otherwise in the Combined Plan and Disclosure Statement or any Final Order of this Court.

18. *Reservation of Rights.* Except as expressly set forth herein, the Combined Plan and Disclosure Statement shall have no force or effect until the Effective Date. None of the filing of the Combined Plan and Disclosure Statement, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Combined Plan and Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or any Holder of Claims or Equity Interests before the Effective Date.

19. *Payment of Statutory Fees.* The payment of Statutory Fees is approved as set forth in article V.D of the plan.

20. *Retention of Jurisdiction.* On and after the Effective Date, the Court shall retain jurisdiction, to the fullest extent possible under law, over all matters arising in, arising under, and related to these Chapter 11 Cases and the Combined Plan and Disclosure Statement for, among other things:

- a. to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
- b. to enter and implement such orders as may be appropriate in the event this Confirmation Order is for any reason stayed, revoked, modified, or vacated;

- c. to issue such orders in aid of execution and consummation of the Combined Plan and Disclosure Statement, to the extent authorized by Bankruptcy Code section 1142;
- d. to consider any amendments to or modifications of the Combined Plan and Disclosure Statement, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, this Confirmation Order;
- e. to hear and determine all requests for compensation and reimbursement of expenses to the extent allowed by the Bankruptcy Court under Bankruptcy Code sections 330 or 503;
- f. to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Combined Plan and Disclosure Statement;
- g. to hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;
- h. to hear any other matter not inconsistent with the Bankruptcy Code;
- i. to enter a Final Decree in each Debtor's Chapter 11 Case;
- j. to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Combined Plan and Disclosure Statement;
- k. to decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;
- l. to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Combined Plan and Disclosure Statement, except as otherwise provided herein;
- m. to determine any other matters that may arise in connection with, or that are related to, the Combined Plan and Disclosure Statement, this Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Combined Plan and Disclosure Statement;
- n. to determine any other matters that may arise in connection with or related to the Sale Order or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Sale Order;

- o. to enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with these Chapter 11 Cases;
- p. to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof; and
- q. to resolve any disputes concerning whether a Person or Entity had sufficient notice of these Chapter 11 Cases, the Bar Date, or the Confirmation Hearing for the purpose of determining whether a Claim or Equity Interest is discharged hereunder, or for any other purpose.

21. *Resignation of the Debtors' Board and Officers.* The Board shall remain intact until the Effective Date. On the Effective Date, the members of the Board and executive officer(s) of the Debtors shall be deemed to have resigned to the extent permissible under applicable law.

22. *Provisions of the Combined Plan and Disclosure Statement and Confirmation Order Non-Severable and Mutually Dependent.* The provisions of the Combined Plan and Disclosure Statement and this Confirmation Order, including the findings of fact and conclusions of law as set forth herein, are non-severable and mutually dependent.

23. *Governing Law.* Except to the extent that the Bankruptcy Code or federal law is applicable, the rights, duties, and obligations arising under the Combined Plan and Disclosure Statement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles or conflicts of law thereof.

24. *Applicable Non-bankruptcy Law.* Pursuant to Bankruptcy Code section 1123(a) and 1142(a), the provisions of this Confirmation Order, the Combined Plan and Disclosure Statement, and related documents (or any amendments or modifications thereto) shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

25. *Documents and Instruments.* Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments

necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Combined Plan and Disclosure Statement and this Confirmation Order.

26. *Governmental Approvals Not Required.* This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Combined Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Combined Plan and Disclosure Statement.

27. *Notice of Entry of Confirmation Order and Effective Date.* The form of notice of Effective Date and entry of this Confirmation Order, attached hereto as **Exhibit B** (the “**Effective Date Notice**”), provides adequate and reasonable notice and is hereby approved. On or within two (2) Business Days of the Effective Date, the Debtors shall file and serve the Effective Date Notice on the following parties: (i) all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in these Chapter 11 Cases; (ii) state and local taxing authorities in which the Debtors did business; (iii) the Internal Revenue Service; (iv) the Securities and Exchange Commission; (v) the United States Attorney for the District of Delaware; (vi) Holders of Claims or Equity Interests; (vii) all counterparties to executory contracts and unexpired leases with the Debtors that are assumed or rejected under the Combined Plan and Disclosure Statement; (viii) the U.S. Trustee; (ix) the Committee Professionals; and (x) all persons or entities listed on the Debtors’ creditor mailing matrix.

28. *Waiver of Stay.* The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for

fourteen (14) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

29. *Inconsistency.* To the extent of any inconsistency between this Confirmation Order and the Combined Plan and Disclosure Statement, this Confirmation Order shall govern.

30. *No Waiver.* The failure to specifically include any particular provision of the Combined Plan and Disclosure Statement in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Combined Plan and Disclosure Statement is confirmed in its entirety and incorporated herein by reference.

31. *Texas Comptroller Resolution.* Notwithstanding anything to the contrary in the Plan or this Order, as to the Texas Comptroller of Public Accounts (the "Texas Comptroller"), nothing in the Plan or this Order shall: (1) affect or impair any setoff or recoupment rights of the Texas Comptroller under applicable bankruptcy and non-bankruptcy law and all such rights of the Texas Comptroller are preserved; (2) affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims; (3) be construed to preclude the payment of interest and/or penalties provided under non-bankruptcy law, if any, on Administrative Claim(s) of the Texas Comptroller; (4) modify, to the extent that interest is payable as to any claim of the Texas Comptroller, the statutory interest rate under applicable non-bankruptcy law; (5) impose, in relation to Administrative Claim(s) of the Texas Comptroller, a requirement to file a request for payment as a condition of its allowance or to receive payment for such claim(s); or (6) confer exclusive jurisdiction upon the Bankruptcy Court in respect of the Texas Comptroller. For the avoidance of doubt, the Texas Comptroller shall not be considered a Releasing Party. All

delinquent returns due and owing to the Texas Comptroller shall be filed and paid on or before the Effective Date, unless modified by agreement with the Texas Comptroller.

32. *Walmart Resolution.* Notwithstanding anything herein or in the Combined Plan and Disclosure Statement to the contrary, after the Effective Date, Walmart Inc. (“WMT”) shall have the authority to file an objection to the intercompany claim in the amount of approximately \$12,816,000 asserted by SMTC against SMTU (as may be amended, the “SMTC Intercompany Claim”), which authority shall run coterminous with the right of the Liquidating Trustee under the Plan and Liquidating Trust Agreement to object to Claims. Absent the consent of WMT, or until the claims of WMT in the Chapter 11 Cases have been deemed Allowed, are resolved consensually or are finally adjudicated by court order, the SMTC Intercompany Claim shall not be deemed Allowed and no distribution shall be made on the SMTC Intercompany Claim.



Dated: December 19th, 2023
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Combined Plan and Disclosure Statement

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11
PLAN OF LIQUIDATION OF STRUCTURLAM MASS TIMBER U.S., INC., *ET AL.***

December 14, 2023
Wilmington, Delaware

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287); Natural Outcomes, LLC (n/a); Structurlam Mass Timber Corporation (5050); and SLP Holdings Ltd. (3114). The location of the Debtors' headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

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PLAN EXHIBITS

Exhibit A: Liquidation Analysis

NOTICE

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN EXCEPT AS EXPRESSLY INDICATED HEREIN. THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTORS' KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED, OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTORS OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

I. INTRODUCTION¹

The Debtors propose this Combined Disclosure Statement and Plan pursuant to Bankruptcy Code sections 1125 and 1129, and Local Rule 3017-2. The Debtors are the “proponents” of the Combined Disclosure Statement and Plan within the meaning of Bankruptcy Code section 1129. The Committee supports Confirmation of the Combined Disclosure Statement and Plan and urges all creditors to vote to accept the Combined Disclosure Statement and Plan.

The Combined Disclosure Statement and Plan reflects substantial negotiations among the Debtors and the Committee.

Copies of this Combined Disclosure Statement and Plan and all other documents related to these Chapter 11 Cases are available for review with charge on the bankruptcy case website at <https://www.pacer.gov/>, through Debtors’ counsel by emailing olivere@chipmanbrown.com, or online for no charge at <https://www.kccllc.net/structurlam>.

The Combined Disclosure Statement and Plan is a liquidating chapter 11 plan. The Combined Disclosure Statement and Plan provides that upon the Effective Date: (i) Liquidating Trust Assets will be transferred to the Liquidating Trust; and (ii) after completing all of their fiduciary obligations, the Debtors will be dissolved. Thereafter, the Liquidating Trust Assets will be administered and distributed as soon as practicable pursuant to the terms of the Combined Disclosure Statement and Plan and the Liquidating Trust Agreement.

Each Holder of a Claim against the Debtors entitled to vote to accept or reject the Combined Disclosure Statement and Plan is encouraged to read the Combined Disclosure Statement and Plan in its entirety before voting.

Subject to the restrictions on modifications as set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and in this Combined Disclosure Statement and Plan, the Debtors expressly reserve the right to alter, amend, or modify the Combined Disclosure Statement and Plan one or more times before its substantial consummation.

II. IMPORTANT DATES

Voting Procedures Hearing Objection Deadline	November 7, 2023, at 4:00 p.m. (ET)
Voting Procedures and Interim Disclosure Statement Hearing	November 14, 2023, at 3:30 p.m. (ET)
Voting Record Date	The date of entry of the Interim Approval and Procedures Order

¹ All capitalized terms used but not defined in the Introduction shall have the meanings ascribed to them in Article II of the Combined Disclosure Statement and Plan.

Solicitation Commencement Date	Within five (5) business days after entry of the Interim Approval and Procedures Order
Deadline for Creditors to File Rule 3018 Motions	December 1, 2023, at 4:00 p.m. (ET)
Deadline for Debtors to Respond to Rule 3018 Motions	December 8, 2023, at 4:00 p.m. (ET)
Voting Deadline for the Combined Disclosure Statement and Plan	December 12, 2023, at 4:00 p.m. (ET)
Combined Disclosure Statement and Plan Objection Deadline	December 12, 2023, at 4:00 p.m. (ET)
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined Disclosure Statement and Plan	December 14, 2023, at 4:00 p.m. (ET)
Deadline to File Voting Tabulation Affidavit	December 14, 2023, at 4:00 p.m. (ET)
Combined Hearing	December 19, 2023, at 11:00 a.m. (ET)

III. DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions

“Acquired Assets” means the Assets that the Debtors have already sold, conveyed, assigned, transferred, and delivered to Purchaser, and that Purchaser purchased from each Debtor, in each case, free and clear of all Liens in accordance with the terms of the Sale Order and APA. Any inconsistencies that arise under this definition shall be interpreted in favor of the definition of Acquired Assets in the APA, as modified by the Sale Order.

“Administrative Expense Bar Date” means the date that is 30 calendar days after the Effective Date.

“Administrative Expense Claim” means any right to payment constituting actual and necessary costs and expenses of preserving the Estates under Bankruptcy Code sections 503(b) and 507(a)(2) including, without limitation: (a) Professional Fee Claims, (b) any fees or charges assessed against the Estates under section 1930 of title 28 of the United States Code, and (c) all Claims arising under Bankruptcy Code section 503(b)(9).

“Affiliate” means an “affiliate” as defined in section 101(2) of the Bankruptcy Code.

“Allowed” means, with reference to any Claim, proof of which was timely and properly Filed or, if no Proof of Claim was Filed, that has been or hereafter is listed by the Debtors on its Schedules as liquidated in amount and not disputed or contingent and, in each case, as to which:

(a) no objection to allowance has been interposed within the applicable period fixed by the Combined Disclosure Statement and Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or the Bankruptcy Court; or (b) an objection has been interposed and such Claim has been allowed, in whole or in part, by a Final Order.

“**APA**” means the Asset Purchase Agreement, dated April 21, 2023, between the Debtors and Purchaser [Docket No. 204], as may have been subsequently amended or modified consistent with its terms.

“**Avoidance Actions**” means any and all Causes of Action and rights to recover or avoid transfers or to avoid any lien under chapter 5 of the Bankruptcy Code or applicable state law or otherwise belonging to the Debtors and which were not transferred to Purchaser in connection with the Sale.

“**Ballot**” means the voting form distributed to each Holder of an Impaired Claim entitled to vote on the Combined Disclosure Statement and Plan, on which the Holder is to indicate acceptance or rejection of the Combined Disclosure Statement and Plan in accordance with the voting instructions and make any other elections or representations required pursuant to the Combined Disclosure Statement and Plan.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware, having jurisdiction over the Chapter 11 Cases or, if such Court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the District of Delaware.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

“**Bar Date**” means July 10, 2023 at 5:00 p.m. (prevailing Eastern Time), as stated in the *Notice of Deadline for the Filing of Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code* [Docket No. 184].

“**Bar Date Order**” means the *Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* [Docket No. 174].

“**Bidding Procedures Order**” means the *Order (I) Approving Bidding Procedures, (II) Approving Stalking Horse Protections and Debtors’ Entry into Stalking Horse Purchase Agreement, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (V) Approving the Form and Manner of the Notice Thereof, (VI) Approving Contract Assumption and Assignment Procedures, and (VII) Granting Related Relief* [Docket No. 87].

“Board” means the Debtors’ current and former Board of Directors.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

“Canadian Court” means the Supreme Court of British Columbia.

“Canadian Debtors” means SMTC and SLP.

“Canadian Recognition Order re Confirmation” means the order of the Canadian Court recognizing and enforcing in Canada the Confirmation Order in all respects.

“Canadian Recognition Order re Procedures” means the order of the Canadian Court recognizing and enforcing in Canada the Interim Approval and Procedures Order.

“Canadian Recognition Proceedings” means No. 233209, Vancouver Registry in the Matter of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended and in the Matter of SLP Holdings Ltd, Structurlam Mass Timber Corporation, Structurlam Mass Timber US, Inc., Natural Outcomes, LLC; Application of SLP Holdings Ltd. Under Section 46 of the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended pending before the Canadian Court.

“Cash” means legal tender of the United States of America or Canada or equivalents thereof, including, without limitation, payment in such tender by check, wire transfer, or any other customary payment method.

“Causes of Action” means any Claim, cause of action, controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, or franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

“CCAA” means the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C - 36 as Amended.

“Chapter 11 Cases” means the chapter 11 cases initiated by the Debtors’ filing on the Petition Date of voluntary petitions for relief in the Bankruptcy Court under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered by the Bankruptcy Court under Case No. 23-10497 (CTG).

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claims Register” means the official register of Claims maintained on <https://www.pacer.gov/>

“**Class**” means any group of substantially similar Claims or Equity Interests classified by the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code sections 1122 and 1123(a)(1).

“**Clerk**” means the Clerk of the Bankruptcy Court.

“**Close of Sale**” means the date upon which the Debtors and Purchaser closed the transaction that transferred the Acquired Assets to Purchaser pursuant to the Sale Order.

“**Closing Date**” means the date on which the Close of Sale occurred.

“**COD**” means cancellation of indebtedness.

“**Combined Disclosure Statement and Plan**” means this combined disclosure statement and chapter 11 plan of liquidation including, without limitation, all exhibits, supplements, appendices, and schedules hereto, either in their present form or as the same may be altered, amended, or modified from time to time.

“**Committee Solicitation Letter**” means the Committee’s letter to holders of General Unsecured Claims in support of the Combined Disclosure Statement and Plan for inclusion in the Solicitation Package.

“**Company**” means the Debtors, collectively.

“**Confirmation Date**” means the date on which the Confirmation Order is entered on the Bankruptcy Court’s Docket.

“**Confirmation Hearing**” means the hearing held by the Bankruptcy Court to consider (a) approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125, and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129, as such hearing may be adjourned or continued from time to time.

“**Confirmation Order**” means the order of the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129.

“**Confirmation**” means confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129.

“**Creditor**” means any Person that is the Holder of a Claim against the Debtors.

“**Critical Vendors**” means certain vendors, suppliers, service providers and other similar parties that were essential to maintaining the going concern value of the Debtors’ business.

“**Debtors**” means the Debtors in the Chapter 11 Cases: Structurlam Mass Timber U.S., Inc.; Natural Outcomes, LLC; Structurlam Mass Timber Corporation; and SLP Holdings Ltd.

“DIP Credit Agreement” means the Senior Secured SuperPriority DIP Financing Credit Agreement between the Debtors and the DIP Lender.

“DIP Facility” means the financing facility provided to the Debtors pursuant to the terms of the Final DIP Order.

“DIP Facility Claims” means all Claims asserted against the Debtors by the DIP Lender, including, without limitation, principal, accrued and unpaid interest, any reimbursement obligations (contingent or otherwise), all fees, expenses, and disbursements (including, without limitation, attorneys’ fees, financial advisors’ fees, and related expenses and disbursements incurred by, or on behalf of, the DIP Lender), indemnification obligations, all other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable in respect thereof.

“DIP Lender” means Bank of Montreal in its capacity as postpetition financier in the Chapter 11 Cases.

“Disallowed” means, when used in reference to a Claim, all or that portion, as applicable, of any Claim that has been disallowed under the Combined Disclosure Statement and Plan, the Bankruptcy Code, applicable law, or by Final Order.

“Disputed” means any Claim or Equity Interest, or any portion thereof, that is (a) listed on the Schedules as unliquidated, disputed, and/or contingent for which no Proof of Claim in a liquidated and non-contingent amount has been Filed, or (b) the subject of an objection or request for estimation Filed by the Debtors or the Liquidating Trustee or any other party in interest in accordance with applicable law and which objection has not been withdrawn, resolved, or overruled by a Final Order.

“Distribution” means any distribution to the Holders of Allowed Claims.

“Distribution Record Date” means the Date the Bankruptcy Court enters the Interim Approval and Procedures Order.

“Docket” means the docket in the Chapter 11 Cases maintained by the Clerk.

“Effective Date” means the date on which the conditions specified in Article X.B of the Combined Disclosure Statement and Plan have been met or satisfied.

“Effective Date Distributions” means all the Distributions required to be made on the Effective Date of the Combined Disclosure Statement and Plan to the Holders of Claims that are Allowed as of the Effective Date.

“Entity” means an “entity” as defined in Bankruptcy Code section 101(15).

“Equity Interests” means all equity interests in the Debtors, including, but not limited to, all issued, unissued, authorized, or outstanding shares or membership interests together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

“Estate Causes of Action” means any and all Causes of Action of the Debtors, including, but not limited to, the (1) the Avoidance Actions; (2) commercial tort claims as defined in Article 9 of the UCC, other than Claims or Causes of Action included in “Acquired Assets” in the APA; (3) Causes of Action against any Person whether sounding in tort, contract, equity, statute or any other legal or equitable theory of recovery; (4) the non-exclusive right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under Bankruptcy Code section 505; and (5) all other rights, Claims or Causes of Action not transferred to Purchaser pursuant to the APA. Estate Causes of Action shall include, for the avoidance of doubt, direct or derivative Claims or Causes of Action against any Person who transacted business with the Debtors, to the detriment of the Debtors.

“Estates” means the estates of the Debtors created upon the commencement of the Chapter 11 Cases pursuant to Bankruptcy Code section 541.

“Excluded Assets” means assets of the Debtors not included in the Acquired Assets, which the Debtors retained and did not transfer to Purchaser. Any inconsistencies which arise under this definition shall be interpreted in favor of the definition of Excluded Assets in the APA, as modified by the Sale Order.

“Exculpated Parties” means, individually and collectively, in each case solely in their capacities as such, each and all of: (a) the Debtors and their Professionals; (b) the Committee, the members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; and (c) the Debtors’ current directors and officers, each in their capacity as such.

“Executory Contract” means any executory contract or unexpired lease as of the Petition Date between the Debtors and any other Person or Persons, specifically excluding contracts and agreements entered into pursuant to this Combined Disclosure Statement and Plan.

“File, Filed, or Filing” means file, filed, or filing with the Bankruptcy Court in the Chapter 11 Cases.

“Final Decree” means the order entered pursuant to Bankruptcy Code section 350, Bankruptcy Rule 3022, and Local Rule 5009-1 closing the Chapter 11 Cases.

“Final DIP Order” means the *Final Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 136].

“Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has been entered on the docket in the Chapter 11 Cases (or the docket of such other court) that is not subject to a stay and has not been modified, amended, reversed or vacated and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing pursuant to Bankruptcy Rule 9023 has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was timely and properly appealed, or certiorari shall have been denied or a new trial, reargument

or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired.

“First Day Declaration” means the *Declaration of Matthew Karmel, Interim Chief Executive Officer of the Debtors, in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 9].

“First Lien Claims” means the Claims held by Bank of Montreal in its capacity as Prepetition Lender, including the Senior Secured Claims and excluding the DIP Facility Claims.

“General Unsecured Claims” means any unsecured Claim against the Debtors which is not a Priority Claim, Administrative Expense Claim, Professional Fee Claim, Priority Tax Claim, DIP Facility Claim, First Lien Claim, or Other Secured Claim and is not entitled to a priority under the Bankruptcy Code or any order of the Bankruptcy Court.

“Governmental Bar Date” means October 18, 2023 at 5:00 p.m. (*prevailing Eastern Time*), as stated in the *Notice of Deadline for the Filing of Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code* [Docket No. 184].

“Governmental Unit” means a “governmental unit” as defined in Bankruptcy Code section 101(27).

“Holder” means the beneficial holder of any Claim or Interest.

“Impaired” means, with respect to any Class, a Class that is impaired within the meaning of Bankruptcy Code sections 1123(a)(4) and 1124.

“Intercompany Claims” means any Claim held by one Debtor against another Debtor.

“Interest” means any “equity security” in a Debtor as defined in section 101(16) of the Bankruptcy Code, including, without limitation, all issued, unissued, authorized or outstanding ownership interests (including common and preferred) or other equity interests, together with any warrants, options, convertible securities, liquidating preferred securities or contractual rights to purchase or acquire any such equity interests at any time and all rights arising with respect thereto.

“Interim Approval and Procedures Order” means the order of the Bankruptcy Court conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtors to solicit the Combined Disclosure Statement and Plan.

“Liquidating Trust Agreement” means the trust agreement that documents the powers, duties, and responsibilities of the Liquidating Trustee, and which agreement will be materially consistent with the Combined Disclosure Statement and Plan and otherwise reasonably acceptable to the Debtors and the Committee, in the substance and form included in the Plan Supplement.

“Liquidating Trust Assets” means the Estate Causes of Action and the proceeds thereof and Trust Funding.

“Liquidating Trust” means a trust to be established on the Effective Date pursuant to the terms of the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

“Liquidating Trustee” means the Person selected by the Committee and the Debtors, to administer the Liquidating Trust under the Liquidating Trust Agreement and identified in the Plan Supplement.

“Local Rules” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

“Natural” means Debtor Natural Outcomes, LLC.

“Other Secured Claims” means any Secured Claim other than the DIP Facility Claims, or the First Lien Claims.

“Person” means a “person” as defined in Bankruptcy Code section 101(41).

“Petition Date” means April 21, 2023, the date on which the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Plan Supplement” means the appendix of schedules and exhibits to be Filed with the Bankruptcy Court at least seven (7) days before the Confirmation Hearing.

“Prepetition Lender” means Bank of Montreal in its capacity as prepetition lender.

“Priority Claims” means any Claim entitled to priority pursuant to Bankruptcy Code section 507(a) other than Administrative Expense Claims and Priority Tax Claims.

“Priority Tax Claims” means Claims of a Governmental Unit against any Debtor entitled to priority pursuant to Bankruptcy Code section 507(a)(8) or specified section of Bankruptcy Code section 502(i).

“Pro Rata” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in the same Class.

“Professional Fee Claims Bar Date” means the date that is 60 days after the Effective Date for Professional Fee Claims to be Filed.

“Professional Fee Claims” means all Claims for compensation and reimbursement of expenses by Professionals to the extent Allowed by the Bankruptcy Court.

“Professional” means any professional Person employed in the Chapter 11 Cases pursuant to Bankruptcy Code section 327, 328, 363, or 1103 pursuant to an order of the Bankruptcy Court who is to be compensated for services rendered pursuant to Bankruptcy Code sections 327, 328, 329, 330, 331, or 363.

“Proof of Claim” means a proof of Claim Filed against any Debtor in accordance with the order establishing the Bar Date or any other order by the Bankruptcy Court requiring the fixing of Claims.

“Purchaser” means Mercer International Inc.

“Rejection Claims” means any Claim arising from, or relating to, the rejection of an executory contract or unexpired lease pursuant to section 365(a) of the Bankruptcy Code by any of the Debtors, as limited, in the case of a rejected unexpired lease, by Bankruptcy Code section 502(b)(6).

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.C.

“Released Parties” means, individually and collectively, in each case solely in their capacities as such, each and all of: (a) the Debtors; (b) the Debtors’ current Professionals; (c) the Committee and members of the Committee in their capacity as members of the Committee; and (d) the Committee’s Professionals; with respect to each of the foregoing identified in subsections (a) through (d), including each and all of their respective direct and indirect current and former Affiliates, subsidiaries, partners (including general partners and limited partners), investors, managing members, members, officers, directors, principals, employees, managers, controlling persons, agents, attorneys, investment bankers, Professionals, advisors, and representatives, each in their capacity as such, but excluding all officers and directors of the Debtors who were not serving in that capacity as of the Effective Date, provided, however, that, for the avoidance of doubt, “Released Parties” shall not include Walmart, Inc., or any non-Debtor entity owned or controlled by, or otherwise affiliated (including affiliated through control or financial interdependence) with Walmart, Inc.

“Releasing Parties” means, individually and collectively, (a) each holder of a Claim that (i) votes to accept the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan, (ii) votes to reject the Combined Disclosure Statement and Plan and opts into the releases contained in the Combined Disclosure Statement and Plan, and (b) as to each of the foregoing Entities in the foregoing clause (a), each such Entities’ and their Affiliates’ current and former officers, directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other professionals and retained Professionals (in each case as to the foregoing Entities and their Affiliates in clause (a), solely in their capacities as such), provided, however, that the Entities identified in part (b) shall be Releasing Parties only to the extent the corresponding Entities in part (a) are legally entitled to bind such Entities in part (b) to the releases contained in the Plan under applicable non-bankruptcy law.

“Rule 3018 Motion” means a motion for temporary allowance of a claim for the purpose of voting on this Combined Disclosure Statement and Plan.

“Sale Order” means the *Order (I) Authorizing (A) Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests and (B) the Debtors’ Assumption and Assignment of*

Certain Executory Contracts and Unexpired Leases; and (II) Granting Related Relief [Docket No. 204].

“Sale” means the sale of the Acquired Assets by the Debtors to Purchaser pursuant to the APA, as approved by the Sale Order.

“Sale Proceeds” means all Cash proceeds generated from the Sale of the assets of the Debtors under the APA

“Schedules” means the schedules of assets and liabilities, the list of Holders of Equity Interests, and the statements of financial affairs Filed by the Debtors under Bankruptcy Code section 521 and Bankruptcy Rule 1007, and all amendments and modifications thereto.

“Secured Claims” means Claims which are: (a) secured by a valid and perfected lien in collateral which is enforceable pursuant to applicable law, the amount of which is equal to or less than the value of such collateral (i) as set forth in this Combined Disclosure Statement and Plan, (ii) as agreed to by the Holder of such Claim and the Debtors, or (iii) as determined by a Final Order in accordance with Bankruptcy Code section 506(a); or (b) subject to a valid right of setoff under Bankruptcy Code section 553.

“SLP” means Debtor SLP Holdings Ltd.

“SLP Beneficial Interest” means the value of Trust Funding assets attributable to SLP, including the total of the Sale Proceeds attributable to SLP contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SLP transferred to the Liquidating Trust, plus any remaining SMTU Beneficial Interest after SMTU General Unsecured Claims are paid in full, plus any remaining SMTC Beneficial Interest after SMTC General Unsecured Claims are paid in full.

“SLP General Unsecured Claims” means General Unsecured Claims against SLP.

“SLP General Unsecured Creditors” means holders of SLP General Unsecured Claims.

“SMTC” means Debtor Structurlam Mass Timber Corporation.

“SMTC Beneficial Interest” means the value of Trust Funding assets attributable to SMTC, including the total of the Sale Proceeds attributable to SMTC contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SMTC transferred to the Liquidating Trust.

“SMTC General Unsecured Claims” means General Unsecured Claims against SMTC.

“SMTC General Unsecured Creditors” means holders of SMTC General Unsecured Claims.

“SMTU” means Debtor Structurlam Mass Timber U.S., Inc.

“SMTU Beneficial Interest” means the value of Trust Funding assets attributable to SMTU, including the total of the Sale Proceeds attributable to SMTU contributed to the Liquidating Trust as set forth in the attached Liquidation Analysis, plus Estate Causes of Action and any recoveries on Estate Causes of Action belonging to SMTU transferred to the Liquidating Trust.

“SMTU General Unsecured Claims” means General Unsecured Claims against SMTU.

“SMTU General Unsecured Creditors” means holders of SMTU General Unsecured Claims.

“Solicitation Package” means the packages to be distributed to creditors for solicitation of votes on this Combined Disclosure Statement and Plan.

“Stalking Horse Bidder” means Mercer International Inc. in its role as stalking horse under the Bidding Procedures Order.

“Statutory Fees” means all fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930, and any interest thereupon.

“Tax Code” means the Internal Revenue Code, as amended.

“Treasury Regulations” means the regulations, including temporary regulations or any successor regulations, promulgated under the United States Internal Revenue Code, as amended from time to time.

“Trust Expense” means all actual and necessary fees, costs, expenses and obligations incurred or owed by the Liquidating Trustee or his or her agents, employees, attorneys, advisors or other professions in administering this Combined Disclosure Statement and Plan and the Liquidating Trust (including, without limitation, reasonable compensation for services rendered, and reimbursement for actual and necessary expense incurred by the Liquidating Trustee and his or her agents, employees and professionals) arising after the Effective Date through and including the date upon which the Bankruptcy Court enters a final decree closing the Chapter 11 Cases, which shall be solely payable from the Liquidating Trust Assets.

“Trust Funding” means all Cash and all other assets (other than Estate Causes of Action) held by the Debtors on the Effective Date, less an amount of Cash necessary to satisfy any accrued and unpaid Professional Fee Claims, which shall be used first to fund the administration of this Combined Disclosure Statement and Plan and the Liquidating Trust and pay all Trust Expenses and, thereafter, to fund distributions to Holders of Allowed Class 3A, Class 3B, Class 3C Claims and Class 4 Interests.

“U.S. Debtors” means SMTU and Natural.

“U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.

“Voting Classes” means Class 3A, Class 3B, Class 3C and Class 4.

“Voting Deadline” means December 12, 2023, at 4:00 p.m. (ET).

“Voting Record Date” means the date established by the Bankruptcy Court pursuant to the Interim Approval and Procedures Order.

B. Interpretation; Application of Definitions and Rules of Construction

The following rules of construction, interpretation, and application shall apply:

- (1) Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter genders.
- (2) Unless otherwise specified, each section, article, schedule, or exhibit reference in the Combined Disclosure Statement and Plan is to the respective section in, article of, schedule to, or exhibit to the Combined Disclosure Statement and Plan.
- (3) The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Combined Disclosure Statement and Plan as a whole and not to any particular section, subsection, or clause contained in the Combined Disclosure Statement and Plan.
- (4) The rules of construction contained in Bankruptcy Code section 102 shall apply to the construction of the Combined Disclosure Statement and Plan.
- (5) A term used herein that is not defined herein but that is used in the Bankruptcy Code shall have the meaning ascribed to that term in the Bankruptcy Code.
- (6) The headings in the Combined Disclosure Statement and Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Combined Disclosure Statement and Plan.
- (7) Unless otherwise provided, any reference in the Combined Disclosure Statement and Plan to an existing document, exhibit, or schedule means such document, exhibit, or schedule as may be amended, restated, revised, supplemented, or otherwise modified.
- (8) In computing any period of time prescribed or allowed by the Combined Disclosure Statement and Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

IV. DISCLOSURES

A. General Background

1. Overview of Business Operations

The Debtors were a leading manufacturer of mass timber solutions and ground protection solutions used in construction and industrial markets, with U.S. facilities in Conway, Arkansas and Canadian facilities in Penticton, Okanagan Falls, and Oliver, British Columbia. The Debtors completed or assisted in supplying mass timber for numerous projects throughout North America including, among others: the University of British Columbia Brock Commons in Vancouver, British Columbia in 2016 and 2017, at the time the tallest wood structure building in the world; the Microsoft Silicon Valley Campus in Mountain View, California in 2019, at the time the largest mass timber structure built in the United States; and the Google Mountain View, California campus in 2020.

2. Debtors' Prepetition Capital Structure

On or about December 21, 2017, SMTC, as borrower, and SLP, as guarantor, entered into a letter agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Credit Agreement") with the Prepetition Lender. On December 3, 2019, SMTU was added as a borrower under the Prepetition Credit Agreement. Natural was also added as a guarantor of the obligations under the Prepetition Credit Agreement.

At the date it was originally entered into, the Prepetition Credit Agreement established certain credit facilities, including: a committed revolving credit facility in the maximum principal amount of \$6,500,000 (CAD); a non-revolving term credit facility in the maximum principal amount of \$21,333,317 (CAD); a revolving letter of credit facility in the maximum principal amount of \$2,000,000 (CAD); and a committed, reducing, non-revolving term credit facility in the maximum principal amount of \$40,500,000 (USD).

The facilities available under the Prepetition Credit Agreement were amended over time, including most recently pursuant to that certain eighth amendment to the Prepetition Credit Agreement, dated as of April 21, 2023, which was executed prior to the filing of these Chapter 11 Cases and, among other things, provided the Company much needed access to \$900,000 (CAD) in additional funds under the committed revolving credit facility. As a result, as of the Petition Date, the Company's secured debt liabilities totaled approximately \$20.5 million (CAD) and \$34.9 million (USD) in principal amount, and included the following facilities under the Prepetition Credit Agreement (collectively, the "Prepetition Credit Facilities"):

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Committed Revolving Credit Facility	May 2025	Adjustable, approximately 10.2% at Petition Date	\$3.9 million (CAD)
Non-Revolving Term Credit Facility	May 2025	Adjustable, approximately 10.2% at Petition Date	\$16.2 million (CAD)

Facility	Maturity	Interest Rate	Approx. Principal Amount Outstanding
Revolving Letter of Credit Facility	May 2025	Adjustable fees, approximately 12.2% in respect of CAD Letters of Credit and approximately 13.5% in respect of USD Letters of Credit at Petition Date	\$300,000 (USD)
Committed, Reducing, Non-Revolving Term Credit Facility	May 2025	Adjustable, approximately 11.5% at Petition Date	\$34.9 million (USD)

The Debtors' obligations under the Prepetition Credit Facilities were secured by substantially all of the Debtors' assets in accordance with the following security and guarantee documents: (a) that certain Unlimited Guarantee in favor of the Prepetition Lender from each of SMTU, SMTU, and Natural; (b) those two certain Limited Recourse Guarantees in an unlimited amount in favor of the Prepetition Lender from SLP; (c) that certain Limited Guarantee up to the amount of \$13,500,000 (USD) in favor of the Prepetition Lender from SMTU's largest customer; (d) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTU; (e) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from SMTU; (f) that certain General Security Agreement providing a first-ranking security interest over all present and after-acquired personal property and a floating charge on all land from Natural; (g) that certain Collateral Mortgage in favor of the Prepetition Lender from SMTU for the lands of the Debtors' U.S. manufacturing facility (the "US Facility"); (h) that certain Securities Pledge Agreement in favor of the Prepetition Lender in the shares of SMTU by SLP; (i) a bond pledge and security agreement from Natural to the Prepetition Lender dated as of December 27, 2019; (j) a leasehold mortgage and security agreement dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919704 on December 27, 2019 by and between SMTU, as borrower, and the Prepetition Lender, as lender; (k) a construction mortgage, security agreement, fixture filing, and assignment of rents and leases dated as of December 27, 2019 and filed of record in Faulkner County, Arkansas as Instrument No. L201919701 on December 27, 2019 by and between SMTU, as mortgagor, and the Prepetition Lender, as mortgagee; and (l) a collateral assignment of option rights entered into as of December 27, 2019 and filed of record in

Faulkner County, Arkansas as Instrument No. L201919705 on December 27, 2019 by SMTU, as borrower, in favor of the Prepetition Lender, as lender.

The Prepetition Credit Facilities were paid in full on or about June 20, 2023.

3. Events Precipitating the Chapter 11 Filing

In the months preceding the Petition Date, the Debtors faced significant operational and liquidity challenges. As set forth in detail in the First Day Declaration, these challenges related largely to the supply agreement with SMTU's only customer for the US Facility. On or about January 11, 2023, the Company received notice of the termination of this supply agreement with its only customer at the US Facility. As a result, in January 2023, the Debtors were forced to cease operations at the US Facility and terminate a majority of their employees at that location.

Following these events, the Company, in coordination with and with the support of the Prepetition Lender and the Company's advisors, conducted a robust prepetition marketing process that culminated in the selection of a stalking horse bid from the Stalking Horse Bidder for the purchase of substantially all of the Debtors' assets, all as described in further detail below. The Debtors entered chapter 11 with the support of the Prepetition Lender and the Stalking Horse Bidder to effectuate the sale, subject to higher and better offers, to preserve the value of the Debtors' business for the benefit of all stakeholders.

In order to obtain access to essential liquidity to support the Debtors' postpetition operations and the proposed sale process, the Debtors, through their investment banker, Miller Buckfire & Co. LLC and Stifel, Nicolaus & Co., Inc. (collectively, "Miller Buckfire"), solicited financing options on behalf of the Company (the "Financing Process"). Eighteen prospective investors were solicited regarding a debtor-in-possession facility to support an in-court restructuring process, if necessary. Seven of these parties executed non-disclosure agreements with two others proceeding under existing non-disclosure agreements, including the Prepetition Lender.

Despite the number of interested financing parties that executed a non-disclosure agreement, on or around April 7, 2023, ultimately only three parties submitted debtor-in-possession financing proposals to the Debtors. On or around April 11, 2023, the Debtors and the Prepetition Lender began materially advancing negotiations regarding the terms, restrictions, fees, and other provisions of the Prepetition Lender's debtor-in-possession financing proposal. The Debtors continued this negotiation process with the Prepetition Lender concurrently with the negotiations with other interested parties. As a result of these efforts and the negotiations with the Prepetition Lender and other interested parties, the Debtors determined in their business judgment that there was no proposal for debtor-in-possession financing available to the Debtors on terms better than those provided by the Prepetition Lender, especially after taking into account certain concessions provided by the Prepetition Lender during the course of negotiations. In particular, no party was willing to extend debtor-in-possession financing to the Debtors on an unsecured or junior basis. Accordingly, on April 21, 2023, the Debtors and the DIP Lender entered into the DIP Credit Agreement.

B. The Chapter 11 Cases

1. First Day Orders

On the Petition Date, the Debtors Filed certain motions to transition into operations during the Chapter 11 Cases, stabilize operations, and preserve relationships with vendors, clients, and employees (collectively, the “First Day Motions”).

The First Day Motions requested relief from the Bankruptcy Court to, among other things: (a) jointly administer the Chapter 11 Cases; (b) pay employee wages; (c) maintain the Debtors’ cash management system; (d) obtain postpetition financing; and (e) pay Critical Vendors. In support of the First Day Motions, the Debtors relied upon the First Day Declaration.

The Bankruptcy Court held hearings and granted the relief sought by the First Day Motions at hearings on April 26, 2023 and May 19, 2023. Also on April 26, 2023, as part of the First Day Motions, the Bankruptcy Court entered an order authorizing SLP to act as the foreign representative for the purpose of Canadian Recognition Proceedings.

2. Retention of Professionals

The Debtors, through various applications which were subsequently approved by the Bankruptcy Court, sought to employ certain professionals including: Chipman Brown Cicero & Cole, LLP as counsel [Docket No. 90]; Kurtzman Carson Consultants LLC as administrative advisor [Docket No. 89]; Alvarez & Marsal Canada ULC as financial advisors [Docket No. 95]; Miller Buckfire as investment banker [Docket No. 96]; Gowling WLG (Canada) LLP as special counsel [Docket No. 97]; Potter Anderson & Corroon LLP as co-counsel [Docket No. 137]; and Paul Hastings LLP as special counsel [Docket No. 170]. The Bankruptcy Court later approved these retentions [Docket Nos. 172, 173, 176, 177, 197, 298, and 299].

3. Appointment of the Committee

On May 3, 2023, the U.S. Trustee officially appointed the Committee [Docket No. 54] and on May 5, 2023, the U.S. Trustee amended the officially appointed Committee. The Committee is made up of the following parties: (1) Simpson Strong-Tie Canada, Ltd.; (2) Ticomtec USA, Inc.; and (3) Broadhead Operating, d/b/a HMN Agency.

The Committee, through various applications which were subsequently approved by the Bankruptcy Court, sought to employ certain professionals including: Buchalter, P.C. as lead counsel [Docket No. 179]; Goodmans LLP as Canadian counsel [Docket No. 180]; Dundon Advisers LLC as financial advisor [Docket No. 181]; and Morris, Nichols, Arsht & Tunnell LLP as co-counsel [Docket No. 182]. The Bankruptcy Court later approved these retentions [Docket Nos. 222, 223, 228, and 229].

4. The DIP Facility

Upon the bankruptcy filing, the Debtors required immediate access to incremental liquidity in the form of postpetition financing to preserve the value of the Debtors’ Estates, undertake the successful sale process, and maximize recoveries for all stakeholders. Accordingly,

the Debtors sought authorization to enter into the DIP Facility in an aggregate principal amount of up to \$7,500,000 (CAD), with up to \$4,000,000 (CAD) of such amount available upon interim approval. The Bankruptcy Court entered the Final DIP Order approving the DIP Facility on May 19, 2023 [Docket No. 136]. The DIP Facility was paid in full on or about June 20, 2023.

5. Sale of the Debtors' Assets

Promptly following its prepetition retention, Miller Buckfire launched a process for the purpose of soliciting offers for the sale or recapitalization of the Company (the "Marketing Process"). Miller Buckfire began the Marketing Process by identifying and contacting a broad group of potential strategic and financial sponsor parties for both sale and financing options. Seventy-four prospective buyers were solicited of which thirty-seven executed non-disclosure agreements and eighteen prospective investors were solicited of which seven executed non-disclosure agreements. The parties that executed non-disclosure agreements received access to the Company's virtual data room and were offered management meetings and site visits.

By March 8, 2023, five prospective buyers provided non-binding indications of interest. Of these five parties, four were selected to continue to the second round of the process and provided with access to additional diligence in the data room, continued access to Company management and site visits, and a draft asset purchase agreement. Miller Buckfire requested binding bids from these four parties by March 24, 2023. On March 24, 2023, Miller Buckfire received two bids and provided them to the Company.

Following the receipt of the two second round bids, the Company and its advisors worked with initial bidders to evaluate, solidify, and improve the initial bids received. Ultimately, after such evaluation and analysis, the bid by the Stalking Horse Bidder was determined as the highest or otherwise best initial offer and the Company and its advisors engaged with the Stalking Horse Bidder concerning the terms of a purchase agreement.

On April 21, 2023, the Debtors and the Stalking Horse Bidder entered into that certain Asset Purchase Agreement (the "Stalking Horse Purchase Agreement").

The Stalking Horse Purchase Agreement provided, among other things, for the purchase of the Debtors' US and Canadian Assets, along with assumption of certain assumed liabilities, as set forth in the Stalking Horse Purchase Agreement, for a purchase price of \$60 million (USD). The Stalking Horse Purchase Agreement was also subject to certain bid protections in favor of the Stalking Horse Bidder, subject to Court approval, consisting of a breakup fee of \$1.8 million (USD) and an expense reimbursement not to exceed \$600,000 (USD).

Promptly following the Petition Date, Miller Buckfire continued soliciting offers for a potential overbid of the Stalking Horse Purchase Agreement. On April 25, 2023, Miller Buckfire reached out to all previously solicited prospective parties that had executed a non-disclosure agreement and on April 28, 2023, Miller Buckfire reached out to all previously solicited prospective parties that had not executed a non-disclosure agreement. In addition, on May 1, 2023, Miller Buckfire followed up directly with certain parties that had previously expressed interest in some or all of the Debtors' assets.

Also, during the postpetition period, Miller Buckfire continued to solicit new potential parties, contacting twenty-four incremental parties, of which seven executed non-disclosure agreements, for a total of 114 parties contacted, of which 50 executed a non-disclosure agreement.

On May 8, 2023, the Bankruptcy Court entered the Bidding Procedures Order approving the bidding procedures for the sale of the Debtors' assets (the "Bidding Procedures").

Pursuant to the Bidding Procedures, potential bidders that wanted to make a qualified bid for the Debtors' assets were required to transmit a qualified bid so as to be actually received on or before May 23, 2023, at 4:00 p.m. (prevailing Eastern Time) (the "Bid Deadline").

Prior to the Bid Deadline, the Debtors received what they determined to be a qualified overbid from the Weyerhaeuser Company ("Weyerhaeuser") in the amount of \$70 million to acquire substantially all assets of the Debtors related to their United States operations (the "Weyerhaeuser Bid"). Given the receipt of the Weyerhaeuser Bid, on May 24, 2023, the Debtors conducted an auction (the "Auction") pursuant to the Bidding Procedures.

After several rounds of bidding between the Stalking Horse Bidder and Weyerhaeuser during the Auction, the Debtors determined that: (i) that the highest and best value for the Debtors' Estates was offered by the Stalking Horse Bidder in the amount of \$83.5 million USD, representing a cash bid of \$81.1 million USD and breakup fee and expense reimbursement credits totaling \$2.4 million USD; (ii) the Stalking Horse Bidder's bid was the winning bid at the Auction; and (iii) Weyerhaeuser Company, with a bid in the amount of \$80 million USD, would be designated as the backup bidder and its bid to acquire substantially all assets of the Debtors related to their United States operations was the "Back-Up Bid" under the Bidding Procedures Order.

After the Sale Hearing on May 30, 2023, the Bankruptcy Court subsequently entered the Sale Order approving the sale of substantially all of the Debtors' assets to Purchaser [Docket No. 204]. The Sale to Purchaser closed on June 15, 2023.

6. Claims Process and Bar Date

On May 9, 2023, the Debtors filed the *Motion of Debtors for Entry of an Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* [Docket No. 93]. On May 25, 2023, the Bankruptcy Court entered the Bar Date Order.

All creditors holding or wishing to assert unsecured, secured, priority, or nonpriority claims (as defined in Bankruptcy Code section 101(5)) against the Debtors or the Debtors' Estates, accruing prior to the Petition Date, including claims arising under Bankruptcy Code section 503(b)(9), were required to file a separate, completed, and executed Proof of Claim Form on account of each such Claim, together with accompanying documentation by the Bar Date. Governmental Units, as defined by section 101(27) of the Bankruptcy Code, must submit Claims by the Governmental Bar Date.

7. The Canadian Recognition Proceedings

On April 27, 2023, the Honourable Justice Fitzpatrick of the Canadian Court in the Canadian Recognition Proceedings granted: (a) an Initial Recognition Order, among other things: (i) recognizing SLP as the “foreign representative”, (ii) the Chapter 11 Proceedings of SLP and SMTC as “foreign non-main proceedings”, (iii) and the Chapter 11 Proceedings of SMTU and Natural as “foreign main proceedings”, each as defined in section 45 of the CCAA; and (b) the Supplemental Recognition Order, among other things: (i) recognizing various orders of the US Bankruptcy Court, (ii) ordering a stay of proceedings in Canada in respect of the Debtors until June 1, 2023; and (iii) appointing Alvarez & Marsal Canada Inc. as information officer in respect of these Canadian Recognition Proceedings.

On Tuesday, October 31, 2023, the Debtors obtained an extension the Canadian Court ordered stay of proceedings until January 31, 2024. The Debtors have a hearing in the Canadian Court on Friday, November 17, 2023 to request the Canadian Court’s recognition of the solicitation order, and a hearing on Friday, December 22, 2023 to request the Canadian Court’s recognition of the Confirmation Order.

C. Summary of Assets

The Liquidating Trust Assets shall be comprised of certain accounts receivable, the Estate Causes of Action and the Trust Funding, which amounts will be the source of Distributions to Holders of Allowed Claims in any of Class 3A, Class 3B, and Class 3C or Holders of Allowed Interests in Class 4 (to the extent applicable).

D. Summary of Treatment of Claims and Interests Under the Plan

The following chart summarizes the classification and treatment of the Classes:

Class	Estimated Claims²	Treatment	Estimated Recovery to Holders of Allowed Claims³
Class 1 – Other Secured Claims	\$0	Unimpaired, deemed to accept	100%
Class 2 – Priority Claims	\$41,770	Unimpaired, deemed to accept	100%
Class 3A – SMTU General Unsecured Claims	\$99,780,470 ⁴	Impaired, entitled to vote	21.1%
Class 3B – SLP General Unsecured Claims	\$80,687,555 ⁵	Impaired, entitled to vote	0%
Class 3C – SMTC General Unsecured Claims	\$19,010,126 ⁶	Impaired, entitled to vote	21.2%
Class 4 – Equity Interests	n/a	Impaired, entitled to vote	0%

² These amounts represent filed or scheduled Claims. The Debtors have not completed their analysis of Claims in the Chapter 11 Cases, and objections to such Claims have not been Filed and/or fully litigated and may continue following the Effective Date. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. Rather, the actual amount of the Allowed Claims may be greater or lower than estimated.

³ The estimated percentage recovery is based upon, among other things, an estimate of potential Allowed Claims in the Chapter 11 Cases. As set forth above, the actual amount of the Allowed Claims may be greater or lower than estimated. Thus, the actual recoveries may be higher or lower than projected depending upon, among other things, the amounts and priorities of Claims that are actually allowed by the Bankruptcy Court.

⁴ The amount of SMTU General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 149], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

⁵ The amount of SLP General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 155], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

⁶ The amount of SMTC General Unsecured Claims listed herein is an estimate based upon the *Summary of Assets and Liabilities for Non-Individuals on Schedule E/F* [Docket No. 153], Filed Proofs of Claim and preliminary review by the Debtors. These amounts have not been reconciled to Filed Proofs of Claim and Filed Proofs of Claim have not been reviewed for accuracy at this point in time.

E. Potential Claims and Causes of Action

The Bankruptcy Code preserves the Debtors' rights to prosecute claims and causes of action that exist outside of bankruptcy, and also empowers the Debtors to prosecute certain claims that are established by the Bankruptcy Code, including claims to, inter alia, avoid and recover certain preferential transfers and fraudulent conveyances. The Combined Disclosure Statement and Plan preserves all of the Debtors' rights with respect to all Estate Causes of Action, transfers the Debtors' rights in respect of such Estate Causes of Action to the Liquidating Trust, and empowers the Liquidating Trustee on behalf of the Liquidating Trust's beneficiaries to investigate, prosecute, collect, and/or settle the Estate Causes of Action as deemed appropriate.

To date, the Debtors have identified certain causes of action that will be transferred to the Liquidating Trustee as Estate Causes of Action pursuant to the terms of the Combined Disclosure Statement and Plan. The retention and preservation of known and unknown Estate Causes of Action and their prosecution and liquidation by the Liquidating Trustee, are an integral part of the Combined Disclosure Statement and Plan.

As described in further detail in Article VIII.D herein, from and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust and subject to the terms of this Combined Disclosure Statement and Plan and the Liquidating Trust Agreement, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all Estate Causes of Action without the consent or approval of any third party and without any further order of the Bankruptcy Court.

F. Certain Federal Income Tax Consequences

The following discussion is a summary of certain U.S. federal income tax consequences of the Combined Disclosure Statement and Plan to the Debtors and to Holders of Claims and Equity Interests. This discussion is based on the Tax Code, Treasury Regulations promulgated and proposed thereunder, judicial decisions and published administrative rules, and pronouncements of the IRS, all as in effect on the date hereof.

Due to the complexity of certain aspects of the Combined Disclosure Statement and Plan, the lack of applicable legal precedent, the possibility of changes in the law, the differences in the nature of the Claims, and each Holder's status and method of accounting and the potential for disputes as to legal and factual matters with the IRS, the tax consequences described herein are uncertain. No legal opinions have been requested from counsel with respect to any of the tax aspects of the Combined Disclosure Statement and Plan and no rulings have been or will be requested from the IRS with respect to the any of the issues discussed below. Further, legislative, judicial, or administrative changes may occur, perhaps with retroactive effect, which could affect the accuracy of the statements and conclusions set forth below as well as the tax consequences to the Debtors and the Holders of Claims and Equity Interests.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or the Holders of Claims or Equity Interests in light of their personal circumstances, nor does the discussion deal with tax issues with respect to taxpayers subject to

special treatment under the U.S. federal income tax laws (including, for example, insurance companies, financial institutions, real estate investment trusts, tax-exempt organizations, small business investment companies, regulated investment companies, foreign taxpayers, persons whose functional currency is not the U.S. dollar, persons subject to the alternative minimum tax, and persons holding Claims or Equity Interests as part of a “straddle,” “hedge,” “constructive sale,” or “conversion transaction” with other investments). This discussion does not address the tax consequences to Holders of Claims who did not acquire such Claims at the issue price on original issue. No aspect of foreign, state, local, or estate and gift taxation is addressed.

EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS URGED TO CONSULT WITH SUCH HOLDER’S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.

1. Tax Consequences to the Debtors

Pursuant to the Tax Code and subject to certain exceptions, a taxpayer generally must recognize income from COD Income to the extent that such taxpayer’s indebtedness is discharged for an amount less than the indebtedness’ adjusted issue price determined in the manner described below. Generally, the amount of COD Income, subject to certain statutory and judicial exceptions, is the excess of (a) the adjusted issue price of the discharged indebtedness less (b) the sum of the fair market value (determined at the date of the exchange) of the consideration, if any, given in exchange for such discharged indebtedness.

The recognition of COD Income may be treated differently in the context of a confirmed chapter 11 plan. For example, under the Bankruptcy Exception, instead of recognizing COD Income, the taxpayer is required, pursuant to section 108(b) to reduce certain of that taxpayer’s tax attributes to the extent of the amount of COD Income. The Tax Attributes of the taxpayer generally are reduced in the following order: net operating losses, general business and minimum tax credit carry forwards, capital loss carry forwards, the basis of the taxpayer’s assets and, finally, foreign tax credit carry forwards. If the amount of COD Income exceeds the amount of Tax Attributes available to be reduced, the excess still is excluded from income. Pursuant to section 108(b)(4)(A), the reduction of Tax Attributes does not occur until the end of the taxable year after such Tax Attributes have been applied to determine the tax in the year of discharge or, in the case of asset basis reduction, the first day of the taxable year following the taxable year in which the COD Income is realized. Section 108(e)(2) provides a further exception to the recognition of COD Income upon the discharge of debt, providing that a taxpayer will not recognize COD Income to the extent that the taxpayer’s satisfaction of the debt would have given rise to a deduction for United States federal income tax purposes.

2. Tax Consequences for Holders of Claims

A transfer of assets to the Liquidating Trust is treated as a transfer to the beneficiaries of the Liquidating Trust under section 61 of the Tax Code. Generally, a Holder of a Claim should in most, but not all circumstances, recognize gain or loss equal to the difference between the “amount realized” by such Holder in exchange for its Claim and such Holder’s adjusted tax basis in the Claim. The “amount realized” is equal to the sum of the cash and the fair market value of any

other consideration received under a plan of reorganization in respect of a Holder's Claim. The tax basis of a Holder in a Claim will generally be equal to the Holder's cost. To the extent applicable, the character of any recognized gain or loss (e.g., ordinary income, or short-term or long-term capital gain, or loss) will depend upon the status of the Holder, the nature of the Claim in the Holder's hands, the purpose and circumstances of its acquisition, the Holder's holding period of the Claim, and the extent to which the Holder previously claimed a deduction for the worthlessness of all or a portion of the Claim. Generally, if the Claim is a capital asset in the Holder's hands, any gain or loss realized generally will be characterized as capital gain or loss, and will constitute long-term capital gain or loss if the Holder has held such Claim for more than one (1) year.

A Holder who received Cash (or potentially other consideration) in satisfaction of its Claims may recognize ordinary income or loss to the extent that any portion of such consideration is characterized as accrued interest. A Holder who did not previously include in income accrued but unpaid interest attributable to its Claim, and who receives a distribution on account of its Claim pursuant to the Combined Disclosure Statement and Plan, will be treated as having received interest income to the extent that any consideration received is characterized for United States federal income tax purposes as interest, regardless of whether such Holder realizes an overall gain or loss as a result of surrendering its Claim. A Holder who previously included in its income accrued but unpaid interest attributable to its Claim should recognize an ordinary loss to the extent that such accrued but unpaid interest is not satisfied, regardless of whether such Holder realizes an overall gain or loss as a result of the distribution it may receive under the Combined Disclosure Statement and Plan on account of its Claim.

G. Certain Risk Factors to Be Considered

Effect of Failure to Confirm the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is not confirmed by the requisite majorities in number and amount as required by Bankruptcy Code section 1126, or if any of the other Confirmation requirements imposed by the Bankruptcy Code are not met, the Chapter 11 Cases may not have sufficient funding to proceed, which may result in conversion to a case under chapter 7 of the Bankruptcy Code or dismissal.

"Cramdown." While the Debtors believe that the requirements of Bankruptcy Code section 1129 have been met, the Bankruptcy Court is afforded discretion to determine whether dissenting Holders of Claims would receive more if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

Claims Estimation. While the Debtors have undertaken their best efforts to accurately estimate the amount of Claims in each Class, the actual amount of Allowed Claims may differ from the estimates.

Estate Causes of Action. Pursuant to the Combined Disclosure Statement and Plan, the Liquidating Trust Assets, including the Estate Causes of Action, will be transferred to the Liquidating Trust upon the establishment of the Liquidating Trust upon the Effective Date. The Estate Causes of Action include Causes of Action which are not released, waived, or transferred pursuant to the Combined Disclosure Statement and Plan, the Sale, or otherwise. There is no

assurance that the Liquidating Trust will be successful in prosecuting any Estate Causes of Action or generating sufficient proceeds from the Estate Causes of Action for Distribution. To the extent Distributions are possible from the Estate Causes of Action, the timing of any such Distribution is uncertain.

Delays. Any delay in Confirmation of the Combined Disclosure Statement and Plan or delay to the Effective Date could result in additional Administrative Expense Claims and/or Liquidating Trustee expenses. This may endanger ultimate approval of the effectiveness of the Combined Disclosure Statement and Plan or result in a decreased recovery for Holders of Claims entitled to a Distribution.

Sufficient Cash for Liquidating Trust Distributions. There is no assurance that the Liquidating Trust Assets will be sufficient to fund the Liquidating Trust's expenses to enable the Liquidating Trust to hold and liquidate the Liquidating Trust Assets as envisioned under the Combined Disclosure Statement and Plan. Accordingly, there is no assurance as to whether the Liquidating Trust will make any Distributions, the amount, if any, or the timing on which such Distributions may be made.

H. Feasibility

The Bankruptcy Code requires that, in order for a plan to be confirmed, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or need for further reorganization of the debtor unless contemplated by the plan.

Here, the Combined Disclosure Statement and Plan provides for the liquidation and distribution of all of the Debtors' assets. The Debtors will be providing to the Liquidating Trust in excess of \$20 million dollars in cash on the Effective Date for distributions to creditors and for funding the Liquidating Trust to pursue all Causes of Action. Accordingly, the Debtors believe all chapter 11 plan obligations will be satisfied without the need for further reorganization of the Debtors.

I. Best Interests Test and Alternatives to the Combined Disclosure Statement and Plan

The Bankruptcy Code requires that the Bankruptcy Court determine that a plan accepted by the requisite number of creditors in an impaired class provides each such member of each impaired class of claims and interests a recovery that has value, on the effective date, at least equal to the value of the recovery that each such creditor would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

The Bankruptcy Code further requires that the Bankruptcy Court determine that a plan is in the best interests of each holder of a claim or interest in any such impaired class which has not voted to accept the plan. Thus, if an impaired class does not vote unanimously to confirm the plan, the best interests test requires that the Bankruptcy Court find that the plan provides to each member of such impaired class a recovery on account of the class member's claim or interest that has a value, on the effective date, at least equal to the value of the recovery that each such class member would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

Here, the Debtors and the Committee believe the Combined Disclosure Statement and Plan satisfies the best interests test as the Liquidation Analysis, attached hereto as Exhibit A, demonstrates that the recoveries expected to be available to Holders of Allowed Claims under the Combined Disclosure Statement and Plan will be greater than the recoveries expected in a liquidation under chapter 7 of the Bankruptcy Code.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets for distribution to creditors in accordance with the priorities set forth in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of the properties securing their liens. If any assets are remaining in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses (including those incurred by a chapter 7 trustee) are next to receive payment. Unsecured creditors are paid from any remaining proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, equity interest holders receive the balance that remains, if any, after all creditors are paid.

Substantially all of the Debtors' Assets have already been sold and transferred to Purchaser under the Sale Order. While a liquidation under chapter 7 of the Bankruptcy Code would have the same goal, the Combined Disclosure Statement and Plan provides the best source of recovery for several reasons. First, liquidation under chapter 7 of the Bankruptcy Code would not provide for a timely distribution. Second, Distributions would likely be smaller because of the fees and expenses incurred in a liquidation under chapter 7 of the Bankruptcy Code.

At this time, there are no alternative plans available to the Debtors. Following the Close of Sale, the Debtors have few assets remaining. Therefore, the Debtors and the Committee believe that the Combined Disclosure Statement and Plan provides the greatest possible value under the circumstances and has the greatest chance of being confirmed and consummated.

J. Releases by the Debtors

Article XII of this Combined Disclosure Statement and Plan contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Combined Disclosure Statement and Plan will affect any claim, interest, right, or action with regard to the Debtors and certain third parties.

THE COMBINED DISCLOSURE STATEMENT AND PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW.

Under the voting procedures described in Article VII and Article VIII of this Combined Disclosure Statement and Plan, the Debtors believe that these releases, exculpations, and injunction language are considered consensual under applicable bankruptcy law.

V. UNCLASSIFIED CLAIMS

A. Administrative Expense Claims

Requests for payment of Administrative Expense Claims must be Filed no later than the applicable Administrative Expense Bar Date. Holders of Administrative Expense Claims that do not File requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors, their Estates, or the Liquidating Trust.

Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for release of each Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash (a) on the Effective Date or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due or as soon thereafter as is reasonably practicable, (b) if an Administrative Expense Claim is Allowed after the Effective Date, on the date such Administrative Expense Claim is Allowed or as soon thereafter as is reasonably practicable or, if not then due, when such Allowed Administrative Expense Claim is due, or (c) at such time and upon such terms as set forth in an order of the Bankruptcy Court. Allowed Administrative Expense Claims may be paid by the Liquidating Trust, upon the agreement of the holder of an Allowed Administrative Expense Claim and the Liquidating Trustee.

B. Professional Fee Claims

All Professionals or other Persons requesting compensation or reimbursement of Professional Fee Claims for services rendered before the Effective Date (including compensation requested by any Professional or other Entity for making a substantial contribution in the Chapter 11 Cases) shall File an application for final allowance of compensation and reimbursement of expenses no later than the Professional Fee Claims Bar Date.

The final hearing to determine the allowance of Professional Fee Claims shall be held as soon as practicable after the Professional Fee Claims Bar Date. The Debtors' counsel shall File a notice of such hearing, which shall be served upon counsel for the Committee, all Professionals, the U.S. Trustee, and all parties on the Debtors' Bankruptcy Rule 2002 service list.

Allowed Professional Fee Claims shall be paid (a) as soon as is reasonably practicable following the later of (i) the Effective Date and (ii) the date upon which the order relating to any such Allowed Professional Fee Claim is entered by the Bankruptcy Court, or (b) upon such other terms as agreed by the Holder of such an Allowed Professional Fee Claim.

C. Priority Tax Claims

Except to the extent the Debtors, with the consent of the Committee or Liquidating Trustee, as applicable, and the Holder of an Allowed Priority Tax Claim agree to a different and less favorable treatment, the Debtors shall pay, in full satisfaction and release of such Claim, to each holder of a Priority Tax Claim, Cash, in an amount equal to such Allowed Priority Tax Claim, on

the later of: (a) the Effective Date and (b) the first Business Day after the date that is 30 calendar days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is reasonably practicable.

Any Claims asserted by a Governmental Unit on account of any penalties and assessments shall not be Priority Tax Claims and shall be subordinated to General Unsecured Claims. On the Effective Date, any Liens securing any Allowed Priority Tax Claim shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person.

The Debtors estimate that the aggregate amount of Allowed Priority Tax Claims does not exceed \$0.

D. Statutory Fees

All Statutory Fees incurred prior to the Effective Date shall be paid by the Debtors in full in cash on the Effective Date. After the Effective Date, the Liquidating Trustee shall pay any and all Statutory Fees in full in cash when due and payable from the Liquidating Trust Assets and shall file with the Bankruptcy Court quarterly reports using UST Form 11-MOR, until such time that the case is closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code, provided, however, that the Liquidating Trustee and the Debtors shall remain jointly and severally liable to pay Statutory Fees. Notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan, (i) Statutory Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any proofs of claim or any other request(s) for payment with respect to Statutory Fees; and (iii) the U.S. Trustee shall not be treated as providing any release under the Combined Disclosure Statement and Plan.

VI. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The below categories of Claims and Interests classify such Claims and Interests for all purposes, including voting, Confirmation, and Distribution pursuant hereto and pursuant to Bankruptcy Code sections 1122 and 1123.

B. Treatment of Claims and Interests

1. Class 1 – Other Secured Claims

Except to the extent that a Holder of an Allowed Other Secured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Other Secured Claim has not been paid in full prior to the Effective Date, in full and final satisfaction of each Allowed Other Secured Claim, each such Holder, at the option of the Debtors (in consultation with the Committee) or the Liquidating Trustee, shall (i) be paid in full in Cash; (ii) receive the collateral securing its Allowed Other Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code section 506(b); or (iii) receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, in each case on the later of the Effective

Date and the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is reasonably practicable. In the event the Debtors or the Liquidating Trustee treat a Claim under clause (i) of this Section, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization, or approval of any Person. The Debtors and the Liquidating Trustee specifically reserve the right to challenge the validity, nature, and perfection of, and to avoid pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported liens relating to the Other Secured Claims.

The Debtors estimate that the aggregate amount of Allowed Other Secured Claims will be \$0.00. Class 1 is Unimpaired and is deemed to accept the Combined Disclosure Statement and Plan.

2. Class 2 – Priority Claims

Except to the extent that a Holder of an Allowed Priority Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed Priority Claim has not been paid in full prior to the Effective Date, each such Holder shall receive, in full satisfaction of such Allowed Priority Claim, Cash in an amount equal to such Allowed Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Priority Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Debtors or Liquidating Trustee, as the case may be, and the Holder of the Allowed Priority Claim.

The Debtors estimate that the aggregate amount of Allowed Priority Claims does not exceed \$41,770.

Class 2 is Unimpaired and is deemed to accept the Combined Disclosure Statement and Plan.

3. Class 3A – SMTU General Unsecured Claims

Except to the extent that a Holder of an Allowed SMTU General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SMTU General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SMTU General Unsecured Claim, each Holder of an Allowed SMTU General Unsecured Claim shall receive such Holder's Pro Rata share of the SMTU Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SMTU Beneficial Interest available for Distribution from the Liquidating Trust on each such Distribution date as provided under the Combined Disclosure Statement and Plan and Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SMTU General Unsecured Claims is approximately \$99,780,470, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3A is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SMTU General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SMTU General Unsecured Claim will only be entitled to share in the SMTU Beneficial Interest portion of the Liquidating Trust Assets.

4. Class 3B – SLP General Unsecured Claims

Except to the extent that a Holder of an Allowed SLP General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SLP General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SLP General Unsecured Claim, each Holder of an Allowed SLP General Unsecured Claim shall receive such Holder's Pro Rata share of the SLP Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SLP Beneficial Interest available for Distribution from the Liquidating Trust on each such distribution date as provided under the Combined Disclosure Statement and Plan and Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SLP General Unsecured Claims is approximately \$80,687,555, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3B is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SLP General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SLP General Unsecured Claim will only be entitled to share in the SLP Beneficial Interest portion of the Liquidating Trust Assets.

5. Class 3C – SMTC General Unsecured Claims

Except to the extent that a Holder of an Allowed SMTC General Unsecured Claim has agreed to a less favorable treatment of such Claim, and only to the extent that any such Allowed SMTC General Unsecured Claim has not been paid by any applicable Debtor prior to the Effective Date, in full and final satisfaction of each Allowed SMTC General Unsecured Claim, each Holder of an Allowed SMTC General Unsecured Claim shall receive such Holder's Pro Rata share of the SMTC Beneficial Interest in the Liquidating Trust and as beneficiary of the Liquidating Trust shall receive, on a Distribution date, its Pro Rata share of net Cash derived from the SMTC Beneficial Interest available for Distribution from the Liquidating Trust on each such distribution date as provided under the Combined Disclosure Statement and Plan and Liquidating Trust Agreement, as full and complete satisfaction of the Claims against the Liquidating Trust.

The asserted aggregate amount of SMTC General Unsecured Claims is approximately \$19,010,126, based on the Debtors' Schedules and Claims asserted against the Estates.

Class 3C is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan. The ultimate amount of any recovery under the Combined Disclosure Statement and Plan to Holders of Allowed SMTC General Unsecured Claims is contingent upon the continued investigative efforts of the Committee and any recoveries by the Liquidating Trust on account of the Estate Causes of Action transferred to the Liquidating Trust. It is impossible to estimate at this time the amount, if any, of recoveries by the Liquidating Trust. Each Allowed SMTC General Unsecured Claim will only be entitled to share in the SMTC Beneficial Interest portion of the Liquidating Trust Assets.

6. Class 4 – Equity Interests

Holders of Interests in Class 4 are Impaired under the Combined Disclosure Statement and Plan. Holders of Equity Interests will receive beneficial interests in the Liquidating Trust in exchange for their ownership interests under the Combined Disclosure Statement and Plan and shall receive any assets remaining in the Liquidating Trust after all Allowed General Unsecured Claims in Class 3B have been paid in full.

Class 4 is Impaired and is entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

C. Impaired Claims and Equity Interests

Under the Combined Disclosure Statement and Plan, Holders of Claims in Classes 3A, 3B, 3C and 4 are the only Impaired Classes pursuant to section 1124 of the Bankruptcy Code because the Combined Disclosure Statement and Plan alters the legal, equitable, or contractual rights of the Holders of such Claims and Interests treated in such Classes.

D. Cramdown and No Unfair Discrimination

To the extent that any Impaired Class does not accept the Combined Plan and Disclosure Statement, the Debtors will seek Confirmation pursuant to Bankruptcy Code section 1129(b). This provision allows the Bankruptcy Court to confirm a plan accepted by at least one impaired class so long as it does not unfairly discriminate and is fair and equitable with respect to each class of claims and interests that is impaired and has not accepted the plan. Colloquially, this mechanism is known as a "cramdown."

The Debtors believe the treatment of Claims and Interests described in this Combined Disclosure Statement and Plan is fair and equitable and does not discriminate unfairly. The proposed treatment of Claims and Interests provides that each Holder of such Claim or Interest will be treated identically within its respective class and that, except when agreed to by such Holder, no Holder of any Claim or Interest junior will receive or retain any property on account of such junior Claim or Interest.

VII. CONFIRMATION PROCEDURES

A. Confirmation Procedures

1. Combined Hearing

The Confirmation Hearing before the Bankruptcy Court has been scheduled for **December 19, 2023, at 11:00 a.m. (ET)** at the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Courtroom #7, Wilmington, DE 19801 to consider (a) approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125, and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing.

2. Procedure for Objections

Any objection to approval or Confirmation of the Combined Disclosure Statement and Plan must be made in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim held by the objector. Any such objection must be Filed by **December 12, 2023, at 4:00 p.m. (ET)** with the Bankruptcy Court and served on the Debtors' counsel, the Committee, the U.S. Trustee, and all parties who have Filed a request for notice in these Chapter 11 Cases. Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court.

3. Requirements for Confirmation

The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if the requirements of Bankruptcy Code section 1129 are met. As set forth in this Combined Disclosure Statement and Plan, the Debtors believe that the Combined Disclosure Statement and Plan: (a) meets the cramdown requirements; (b) meets the feasibility requirements; (c) is in the best interests of creditors; (d) has been proposed in good faith; and (e) meets all other technical requirements imposed by the Bankruptcy Code.

Additionally, pursuant to section 1126 of the Bankruptcy Code, under the Combined Disclosure Statement and Plan, only Holders of Claims in Impaired Classes are entitled to vote.

B. Solicitation and Voting Procedures

1. Substantive Consolidation

For the purposes of the Chapter 11 Cases and the Combined Disclosure Statement and Plan, all Assets of and Claims against the Debtors shall not be deemed to be substantively consolidated. Claims of Debtors against other Debtors, including Intercompany Claims, shall be disregarded for voting purposes, however, for distribution purposes, Intercompany Claims are accounted for in the attached Liquidation Analysis.

2. Eligibility to Vote on the Combined Disclosure Statement and Plan

Except as otherwise ordered by the Bankruptcy Court, only Holders of Claims or Interests in Classes 3A, 3B, 3C and 4 may vote on the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1126. To vote on the Combined Disclosure Statement and Plan, a Holder must hold a Claim or Interest in Class 3A, Class 3B, Class 3C or Class 4 or have a Claim or Interest that is Allowed or that has been temporarily Allowed for voting purposes only under Bankruptcy Rule 3018(a).

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS OR INTERESTS IN CLASSES 3A, 3B, 3C AND 4.

3. Solicitation Package

Accompanying the Combined Disclosure Statement and Plan for the purposes of soliciting votes on the Combined Disclosure Statement and Plan are Solicitation Packages, which contain copies of: (a) the notice of the Confirmation Hearing; (b) the Interim Approval and Procedures Order, excluding the exhibits annexed thereto; (c) a Ballot; (d) the Committee Solicitation Letter; and (e) such other documents the Bankruptcy Court may direct or approve or that the Debtors deem appropriate.

Holders of Claims in non-voting classes will receive packages consisting of: (a) the notice of the Confirmation Hearing; and (b) a notice of such Holder's non-voting status.

4. Voting Procedures and Voting Deadline

The Voting Record Date for determining which Holders of Claims or Interests in Classes 3A, 3B, 3C and 4 may vote on the Combined Disclosure Statement and Plan is the earliest of **November 14, 2023** or the entry of the Interim Approval and Procedures Order.

The Voting Deadline by which the Debtors must *RECEIVE* original ballots by mail, overnight delivery, hand delivery, or email is **December 12, 2023, at 4:00 p.m. (ET)**.

If you are entitled to vote to accept or reject the Combined Disclosure Statement and Plan, a Ballot is enclosed. Please carefully review the Ballot instructions and complete the Ballot by: (a) indicating your acceptance or rejection of the Combined Disclosure Statement and Plan; and (b) signing and returning the Ballot to the Debtors.

If you are a member of the Voting Classes and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, contact Debtors' counsel at:

CHIPMAN BROWN CICERO & COLE, LLP

Re: Structurlam Mass Timber U.S., Inc., *et al.*

William E. Chipman, Jr. (No. 3818)

Mark D. Olivere (No. 4291)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0191

Facsimile: (302) 295-0199

Email: chipman@chipmanbrown.com

olivere@chipmanbrown.com

The following Ballots will not be counted or considered:

- (1) any Ballot received after the Voting Deadline, unless the Bankruptcy Court grants an extension to the Voting Deadline with respect to such Ballot;
- (2) any Ballot that is illegible or contains insufficient information;
- (3) any Ballot cast by a Person or Entity that does not hold a Claim in the Voting Classes;
- (4) any Ballot cast for a Claim designated as unliquidated, contingent, or disputed or as zero (0) or unknown in amount and for which no Rule 3018 Motion has been Filed by the Rule 3018 Motion deadline;
- (5) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Combined Disclosure Statement and Plan or that indicates both acceptance and rejection of the Combined Disclosure Statement and Plan;
- (6) simultaneous duplicative Ballots voted inconsistently;
- (7) Ballots partially rejecting and partially accepting the Combined Disclosure Statement and Plan;
- (8) any Ballot received other than the official form sent by Debtors' counsel; or
- (9) any unsigned Ballot.

5. Deemed Acceptance or Rejection

Holders of Claims in Classes 1 and 2 are unimpaired, thus deemed to accept the Combined Disclosure Statement and Plan. Under Bankruptcy Code section 1126(f), Holders of such Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan, and the votes of the Holders of such Claims shall not be solicited.

Holders of Claims in Classes 3A, 3B, 3C and 4 are impaired and entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

6. Acceptance by Impaired Classes

In order for the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, a majority in number (i.e., more than half) and two-thirds in dollar amount of the Claims voting (of the Impaired Class of Claims) must vote to accept the Combined Disclosure Statement and Plan. At least one (1) impaired Class of creditors, excluding the votes of insiders, must actually vote to accept the Combined Disclosure Statement and Plan. The Debtors urge that you vote to accept the Combined Disclosure Statement and Plan.

YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT ATTACHED TO THE NOTICE. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.

VIII. IMPLEMENTATION AND EXECUTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Effective Date

The Effective Date shall not occur until the conditions for the Effective Date of Article X.B herein are satisfied or otherwise waived in accordance with the terms of this Combined Disclosure Statement and Plan. Upon the Effective Date, the Debtors shall File a notice of the occurrence of the Effective Date.

B. Dissolution of the Debtors

The Debtors shall be dissolved in accordance with applicable state law by the Liquidating Trustee, without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith.

C. Records

On the Effective Date, the Liquidating Trustee shall provide for the retention and storage of the Debtors' books, records, and files (which were not otherwise transferred to Purchaser pursuant to the APA) that shall have been delivered by the Debtors to the Liquidating Trustee. After receipt of such documents, the Liquidating Trustee shall be authorized to destroy any documents he or she deems necessary or appropriate in his or her reasonable judgment; *provided, however*, that the Liquidating Trustee shall not destroy any documents, including but not limited to tax documents, that the Liquidating Trust is required to retain under applicable law.

D. Liquidating Trustee**1. Establishment of the Liquidating Trust**

On the Effective Date, the Liquidating Trust will be established pursuant to the Liquidating Trust Agreement, which will be filed with the Bankruptcy Court in the Plan Supplement. Upon establishment of the Liquidating Trust, all Liquidating Trust Assets shall be deemed transferred to the Liquidating Trust without any further action of any of the Debtors, or any employees, officers, directors, members, partners, shareholders, agents, advisors, or representatives of the Debtors. The Liquidating Trustee may elect for the Liquidating Trust to be treated as a partnership or a corporation or other Entity for tax purposes only, if the Liquidating Trustee may determine, in his or her reasonable discretion, that such election would be in the best interests of the beneficiaries of the Liquidating Trust.

The Debtors shall have the power and authority to enter into the Liquidating Trust Agreement on the Effective Date.

Prior to the Confirmation Date, the Committee and the Debtors shall designate a Person to serve as the Liquidating Trustee, pursuant to the Liquidating Trust Agreement. The Liquidating Trustee shall be supervised by a trust oversight committee comprised of three members appointed by the Committee.

2. Transfer of Liquidating Trust Assets to Liquidating Trust

Pursuant to section 1141 of the Bankruptcy Code, all transfers and contributions made pursuant to this Article VIII, Section D.2 shall be made free and clear of all Claims, liens, encumbrances, charges, and other interests. Upon completion of the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Debtors will have no further interest in, or with respect to, the Liquidating Trust Assets, or the Liquidating Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust's beneficiaries) will treat the transfer of the Liquidating Trust Assets to the Liquidating Trust in accordance with the terms of the Combined Disclosure Statement and Plan, as a transfer to the Liquidating Trust's beneficiaries, followed by a transfer by such Liquidating Trust's beneficiaries to the Liquidating Trust, and the Liquidating Trust's beneficiaries will be treated as the grantors and owners thereof.

3. Purpose of Liquidating Trust

The Liquidating Trust shall be established for the purpose of liquidating the Liquidating Trust Assets, prosecuting any Estate Causes of Action transferred to the Liquidating Trust to maximize recoveries for the benefit of the Liquidating Trust's beneficiaries, and making Distributions in accordance with the Combined Disclosure Statement and Plan to the Liquidating Trust's beneficiaries, with no objective to continue or engage in the conduct of a trade or business in accordance with Treas. Reg. § 301.7701-4(d). The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes and, to the extent permitted by applicable law, for state and local income tax purposes, with the Liquidating Trust's beneficiaries treated as grantors and owners of the trust.

4. Preservation of Rights

Under the Combined Disclosure Statement and Plan, but subject in all respects to the Sale Order and to the APA, the Liquidating Trustee retains any and all rights of, and on behalf of, the Debtors, the Estates, and the Liquidating Trust to commence and pursue any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, regardless of whether or not such rights are specifically enumerated in the Combined Disclosure Statement and Plan, Plan Supplement, or elsewhere, and all such rights shall not be deemed modified, waived, or released in any manner, nor shall Confirmation of the Combined Disclosure Statement and Plan or the Confirmation Order act as *res judicata* or limit any of such rights of Liquidating Trustee to commence and pursue any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, to the extent the Liquidating Trustee deems appropriate. Any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, may, but need not, be pursued by the Debtors prior to the Effective Date and by the Liquidating Trustee after the Effective Date, to the extent warranted.

Unless an Estate Cause of Action against a Person or other Entity is expressly waived, relinquished, released, compromised, or settled in the Combined Disclosure Statement and Plan, or any Final Order, including the Sale Order, the Debtors expressly reserve any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, for later enforcement and prosecution by the Liquidating Trustee (including, without limitation, any Estate Causes of Action set forth in the Plan Supplement, or not specifically identified herein or otherwise, or which the Debtors may presently be unaware of, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or circumstances which may change or be different from those which the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise), or laches shall apply to any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, upon or after the Confirmation or consummation of the Combined Disclosure Statement and Plan based on the Combined Disclosure Statement and Plan or the Confirmation Order. In addition, the Liquidating Trust expressly reserves the right to pursue or adopt any and all Causes of Action that are not Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, subject to the provisions of the Combined Disclosure Statement and Plan or any Final Order.

The Debtors and the Liquidating Trustee do not intend, and it should not be assumed (nor shall it be deemed) that because any existing or potential Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, have not yet been pursued by the Debtors or are not set forth herein, in the Disclosure Statement, or otherwise, that any and all Estate Causes of Action, including, without limitation, setoff, offset, and recoupment rights, has been waived or expunged.

Except as otherwise provided in the Combined Disclosure Statement and Plan, all Estate Causes of Action against any Person or Entity shall, on the Effective Date, automatically vest in the Liquidating Trust free and clear of liens, claims, encumbrances and interests and no Estate

Causes of Action shall be deemed released or discharged by the Combined Disclosure Statement and Plan unless expressly stated therein. The Liquidating Trustee, on behalf of the Liquidating Trust, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Estate Causes of Action without the consent or approval of any third party and without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Liquidating Trust Agreement. From and after the Effective Date, the Liquidating Trustee, in accordance with Section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Liquidating Trust, shall serve as a representative of the Debtors' Estates and shall retain and possess the sole and exclusive right to commence, pursue, settle, compromise or abandon, as appropriate, any and all Estate Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal. The Debtors and, after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, reserve all rights to pursue any and all Estate Causes of Action.

5. Continued Cooperation

On (and in the case of Purchaser, after) the Effective Date, the Debtors, the Liquidating Trustee and Purchaser shall provide reasonable and timely cooperation to effectuate the provisions of the Combined Disclosure Statement and Plan as the Liquidating Trustee or the Debtor might reasonably request, including, but not limited to, executing such documents as necessary to carry out the terms of the Combined Disclosure Statement and Plan and administration of the Liquidating Trust.

6. Liquidating Trustee

Retention of Liquidating Trustee. The Liquidating Trustee will be a disinterested Person from Dundon Advisers LLC to be disclosed in the Plan Supplement. The Liquidating Trustee shall carry out the duties as set forth in this section and in the Liquidating Trust Agreement. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trustee shall be deemed the appointed representative to, and may pursue, litigate, and compromise and settle any such rights, claims, and Estate Causes of Action in accordance with the best interests of and for the benefit of the Liquidating Trust's beneficiaries. In the event that the Liquidating Trustee resigns, is removed, terminated, or otherwise unable to serve as the Liquidating Trustee, then a successor shall be appointed as set forth in the Liquidating Trust Agreement. Any successor Liquidating Trustee appointed shall be bound by and comply with the terms of the Combined Disclosure Statement and Plan, the Confirmation Order, and the Liquidating Trust Agreement.

Responsibilities, Powers, and Authority of Liquidating Trustee. As of the Effective Date, the Liquidating Trustee shall take possession and charge of the Liquidating Trust Assets and, subject to the provisions herein and the Liquidating Trust Agreement, shall have full right, power and discretion to manage the affairs of the Liquidating Trust. Except as otherwise provided herein or in the Liquidating Trust Agreement, the Liquidating Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidating Trust and in furtherance of the purpose of this Combined Disclosure Statement and Plan and the Liquidating Trust Agreement and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidating Trustee to be consistent with and advisable in connection with the performance of the Liquidating Trustee's duties. On and after the Effective Date, the Liquidating Trustee shall have the power and responsibility to do all acts contemplated by the Combined Disclosure

Statement and Plan to be done by the Liquidating Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Liquidating Trust Assets and the distribution of the proceeds thereof, as contemplated herein, including, without limitation:

(a) To exercise all power and authority that may be or could have been exercised and take all actions that may be or could have been taken by the Debtors with like effect as if authorized, exercised and taken by unanimous action of the Debtors' partners, members, officers, directors and equity holders; including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtors, merger of any Debtor into another Debtor, the dissolution of any Debtor and the assertion or waiver of the Transferred Privileges (defined below);

(b) To open and maintain bank and other deposit accounts, escrows and other accounts, calculate and implement Distributions to Holders of Allowed Claims as provided for or contemplated by the Combined Disclosure Statement and Plan and take other actions consistent with the Combined Disclosure Statement and Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves in accordance with the Combined Disclosure Statement and Plan and the Liquidating Trust Agreement, in the name of the Debtors or the Liquidating Trustee, even in the event of the dissolution of the Debtors;

(c) To make a good faith valuation of the Liquidating Trust Assets, as soon as possible after the Effective Date;

(d) To object to any Claims (Disputed or otherwise) including, without limitation, the power to subordinate and recharacterize Claims by objection, motion, or adversary proceeding, and to defend, compromise and/or settle any Claims prior to or following objection without the necessity of approval of the Bankruptcy Court, and/or to seek Bankruptcy Court approval for any Claims settlement, to the extent thought appropriate by the Liquidating Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

(e) To make decisions in consultation with the oversight committee, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust and to pay, from the Liquidating Trust Assets, the charges incurred by the Liquidating Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding up of the Debtors and implementation of the Combined Disclosure Statement and Plan, without application to the Bankruptcy Court;

(f) To cause, on behalf of the Liquidating Trust, the Debtors, and their Estates all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;

(g) To invest Cash in accordance with section 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidating Trustee in accordance with the Liquidating Trust Agreement;

(h) To enter into any agreement or execute any document required by or consistent with the Combined Disclosure Statement and Plan and perform all of the obligations of the Liquidating Trustee thereunder;

(i) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization approved by the oversight committee, any assets that the Liquidating Trustee concludes are of no benefit to the Liquidating Trust beneficiaries or too impractical to distribute;

(j) To investigate (including pursuant to Bankruptcy Rule 2004), prosecute and/or settle any Estate Causes of Action (in consultation with the oversight committee), participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Estate Causes of Action on behalf of the Liquidating Trust and pursue to settlement or judgment such actions;

(k) To enter into, without Bankruptcy Court approval, the settlement of any Estate Cause of Action;

(l) To use Liquidating Trust Assets to purchase or create and carry all appropriate insurance policies, bonds, or other means of assurance and protection of the Liquidating Trust Assets and pay all insurance premiums and other costs the Liquidating Trustee deems necessary or advisable to insure the acts and omissions of the Liquidating Trustee, and if appropriate, the oversight committee;

(m) To maintain appropriate books and records (including financial books and records) to govern the liquidation and distribution of the Liquidating Trust Assets;

(n) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly post-confirmation financial reports for each of the Debtors until such time as a final decree is entered closing the Chapter 11 Cases or the Chapter 11 Cases are converted or dismissed;

(o) To dissolve the Liquidating Trust if the Liquidating Trustee determines, in consultation with the oversight committee and its retained professionals, that the expenses of administering the Liquidating Trust so as to make a final Distribution are likely to exceed the value of the remaining Liquidating Trust Assets.

(p) To provide the oversight committee and the beneficiaries of the Liquidating Trust, within thirty (30) days after the end of the first full month following the Effective Date, and within twenty (20) days after the end of each quarter thereafter, or such other period as subsequently agreed to between the oversight committee and the Liquidating Trustee, a report setting forth: (i) the receipt and disposition by the Liquidating Trustee of property during such period, including the amounts, recipients, and dates of any Distribution; (ii) any Disputed Claims resolved by the Liquidating Trustee; (iii) all known material non-Cash assets of the Liquidating Trust remaining to be disposed of; (iv) the status of all Estate Causes of Action; (v) an itemization of all expenses the Liquidating Trustee anticipates will become due and payable within the subsequent quarter; and (vi) the Liquidating Trustee's forecast of Cash receipts and expenses for the subsequent quarter. The Liquidating Trustee shall also provide information about the activities of the Liquidating Trust on an informal basis as such recipients may reasonably request from time to time;

(q) Incur any reasonable and necessary expenses in liquidating and converting the Liquidating Trust Assets to Cash.

(r) To seek one or more final decrees closing the Chapter 11 Cases and the Canadian Proceedings;

(s) To be the representative of the Estates and successor of the Debtors for all purposes; and

(t) To do all other acts or things consistent with the provisions of the Combined Disclosure Statement and Plan that the Liquidating Trustee deems reasonably necessary or desirable with respect to implementing the Combined Disclosure Statement and Plan.

Except as expressly set forth in the Combined Disclosure Statement and Plan and in the Liquidating Trust Agreement, the Liquidating Trustee, on behalf of the Liquidating Trust, shall have absolute discretion to pursue or not to pursue any Estate Causes of Action as it determines is in the best interests of the Liquidating Trust's beneficiaries and consistent with the purposes of the Liquidating Trust.

Subject to the other terms and provisions of the Combined Disclosure Statement and Plan, the Liquidating Trustee shall be granted standing, authority, power, and right to assert, prosecute, and/or settle the Estate Causes of Action and/or make a claim under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies based upon its powers as a Court-appointed representative of the Estates with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials.

Enforcement of Estate Causes of Action. Pursuant to section 1123(b) of the Bankruptcy Code, the Liquidating Trustee, on behalf of and for the benefit of the Liquidating Trust's beneficiaries, shall be vested with and shall retain and may enforce Estate Causes of Action transferred to the Liquidating Trust that were held by, through, or on behalf of, the Debtors and/or the Estates against any other Person, arising before the Effective Date that have not been fully resolved or disposed of prior to the Effective Date, whether or not such Estate Causes of Action are specifically identified in the Combined Disclosure Statement and Plan and whether or not litigation with respect to same has been commenced prior to the Effective Date. The recoveries from any Estate Causes of Action transferred to the Liquidating Trust will be deposited into the Liquidating Trust and distributed in accordance with the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

Compensation of Liquidating Trustee. The Liquidating Trustee shall be compensated as set forth in the Liquidating Trust Agreement; *provided, however*, that such compensation shall only be payable from the Liquidating Trust Assets. The Liquidating Trustee shall fully comply with the terms, conditions, and rights set forth in the Combined Disclosure Statement and Plan, the Confirmation Order and the Liquidating Trust Agreement. The Liquidating Trustee shall not be required to file a fee application to receive compensation.

Limitation of Liability of the Liquidating Trustee. The Liquidating Trust shall indemnify the Liquidating Trustee and his or her professionals against any losses, liabilities, expenses

(including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidating Trustee or his or her professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; *provided, however*, the foregoing shall not relieve the Liquidating Trustee or his or her professionals from liability for bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing or malpractice.

7. Trust Expenses

The Liquidating Trustee may, in the ordinary course of business and without the necessity for any application to, or approval of, the Bankruptcy Court, pay any accrued but unpaid Trust Expenses. All Trust Expenses shall be charged against and paid from the Liquidating Trust Assets.

8. Privileges

Other than the Retained Privileges (defined below), and subject to the terms of the Combined Disclosure Statement and Plan, all of the Debtors' privileges (the "Privileges"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or protections solely relating to the Estate Causes of Action, in each instance arising on or after the earlier of (i) two (2) years prior to the Petition Date and (ii) the applicable statute of limitations governing any such Estate Cause of Action (but in no event more than six (6) years prior to the Petition Date) (the "Transferred Privileges"), shall be transferred, assigned, and delivered to the Liquidating Trust, without waiver, limitation, or release, and shall vest with the Liquidating Trust on the Effective Date and be jointly held by the Debtors and the Liquidating Trust on and after the Effective Date; *provided, however*, that notwithstanding the foregoing, Transferred Privileges do not and shall not include Privileges relating in any way to (a) any rights, Claims, or Causes of Action sold to Purchaser in connection with the Sale, (b) the preparation, filing, or prosecution of the Chapter 11 Cases, or (c) any negotiations with Purchaser, the Committee, or the DIP Lender.

The Liquidating Trust and Debtors shall each hold and each be the beneficiary of all Transferred Privileges and be entitled to assert all Transferred Privileges. No Privilege shall be waived by disclosures to the Liquidating Trustee of the Debtors' documents, information, or communications subject to any privilege, protection, or immunity, or protections from disclosure jointly held by the Debtors and the Liquidating Trust.

Notwithstanding the foregoing or anything else in the Combined Disclosure Statement and Plan or otherwise to the contrary, no Privileges other than the Transferred Privileges (all Privileges other than the Transferred Privileges being the "Retained Privileges") shall be transferred, assigned, or delivered to the Liquidating Trust and such Retained Privileges shall not vest with the Liquidating Trust. The Liquidating Trust shall not hold nor be the beneficiary of any Retained Privileges or entitled in any way to assert any Retained Privileges, which shall be held solely by the Debtors.

The Liquidating Trustee shall have until two (2) years after the Effective Date to request documents or information subject to the Transferred Privileges (each an "Information Request"); *provided, however*, that with respect to any action involving Transferred Privileges filed on or

before two (2) years after the Effective Date, the Liquidating Trustee may make an Information Request subject to the Transferred Privileges involved in such action until the final resolution of such action, including any appeals.

Notwithstanding anything in this Section 8 to the contrary, to the extent that the Debtors or the Liquidating Trustee seek to waive any of the Privileges and such waiver could result in (i) a waiver of any of any Privilege relating to the Causes of Action that were Acquired Assets, (ii) a waiver of any other Privilege arising out or acquired pursuant to the Sale Order and APA, or (iii) any negative impact on Purchaser, then the Debtors or the Liquidating Trustee, as applicable, shall be required to receive the written consent of Purchaser prior to the Debtors or the Liquidating Trustee, as applicable, waiving such Privilege.

To the extent of any conflict between this Section 8 of the Combined Disclosure Statement and Plan and any other provision of the Combined Disclosure Statement and Plan relating to Privileges, this Section 8 shall control.

9. Termination of Liquidating Trust

The Liquidating Trust shall be dissolved upon the earlier of the distribution of all of its assets to the Liquidating Trust's beneficiaries (or Interest Holders, if applicable) and the third anniversary of the creation of the Liquidating Trust, *provided* that the Liquidating Trustee shall, in its sole discretion, be authorized to extend the dissolution date to the fifth anniversary of the creation of the Liquidating Trust with prior Bankruptcy Court approval. If warranted by the facts and circumstances involved in resolving any Estate Causes of Action, upon application to, and if approved by, the Bankruptcy Court upon a finding that such further extension is necessary for purposes of resolving such Estate Causes of Action and distributing the proceeds to Liquidating Trust's beneficiaries, the term of the Liquidating Trust may be further extended by the Liquidating Trustee for a specified, finite term.

10. Exculpation Relating to the Liquidating Trust

No Holder of a Claim or Interest or any other party in interest will have, or otherwise pursue, any Claim or Cause of Action against the Liquidating Trustee, the Liquidating Trust, or the employees or professionals thereof (solely in the performance of their duties), for making payments and Distributions in accordance with the Combined Disclosure Statement and Plan or for fulfilling any functions incidental to implementing the provisions of the Combined Disclosure Statement and Plan or the Liquidating Trust, except for any acts or omissions to act that are the result of bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing.

E. Plan Transactions

1. Transfer of Assets

On the Effective Date, the Debtors shall cause the Liquidating Trust Assets to be transferred to the Liquidating Trust.

F. Effective Date Transactions**1. Transfer of Any Remaining Assets to Liquidating Trust**

On the Effective Date, except as otherwise expressly provided in the Combined Disclosure Statement and Plan, title to the Liquidating Trust Assets (including specifically the Trust Funding, the rights to collect under the Debtors' existing insurance policies, including the primary director and officer liability, employment practices liability, or fiduciary liability insurance policies and any claims arising thereunder, and all Estate Causes of Action) shall vest in the Liquidating Trust free and clear of all liens, encumbrances, or interests of any kind. Except as otherwise provided in the Sale Order or the Combined Disclosure Statement and Plan, the Liquidating Trust shall succeed to all rights and interests provided to the Debtors and their Estates under the APA to the extent permitted under the APA and the Sale Order.

G. Provisions Governing Distributions Under the Combined Disclosure Statement and Plan**1. Distribution Record Date**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or the Liquidating Trustee, or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. The Debtors or the Liquidating Trustee shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Debtors, the Liquidating Trustee, or any party responsible for making Distributions shall be entitled to recognize and deal for all purposes under the Combined Disclosure Statement and Plan only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

2. Method of Payment

Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed as of the Effective Date shall be made on the Effective Date or as soon thereafter as is reasonably practicable. Except as otherwise provided herein, any Distributions and deliveries to be made hereunder with respect to Claims that are Allowed after the Effective Date shall be made as soon as is reasonably practicable after the date on which such Claim becomes Allowed. Distributions made after the Effective Date to Holders of Allowed Claims shall be deemed to have been made on the Effective Date and, except as otherwise provided in the Combined Disclosure Statement and Plan, no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. In the event that any payment or act under the Combined Disclosure Statement and Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on, or as soon as reasonably practicable after, the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

All Distributions hereunder shall be made by the Liquidating Trustee, or its named successor or assign, as "Disbursing Agent," on or after the Effective Date or as otherwise provided herein. For the avoidance of doubt, the Liquidating Trust shall act as Disbursing Agent with respect

to all Effective Date Distributions, and (ii) the Liquidating Trustee, or such other Entity designated by the Liquidating Trustee, shall act as Disbursing Agent with respect to all General Unsecured Claims. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Disbursing Agent.

Unless otherwise expressly agreed in writing, all cash payments to be made pursuant to the Combined Disclosure Statement and Plan shall be made by check drawn on a domestic bank or an electronic wire.

3. Surrender of Instruments

Pursuant to Bankruptcy Code section 1143, as a condition precedent to receiving any Distribution under the Combined Disclosure Statement and Plan, each Holder of a certificated instrument or note must surrender such instrument or note held by it to the Disbursing Agent or its designee. Any Holder of such instrument or note that fails to (i) surrender the instrument or note or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent and furnish a bond in form, substance, and amount reasonably satisfactory to the Disbursing Agent before the third anniversary of the Effective Date shall be deemed to have forfeited all rights and Claims and may not participate in any Distribution hereunder.

4. Delivery of Distributions

Except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be made: (a) at the addresses set forth on the respective Proofs of Claim Filed by such Holders; (b) at the addresses set forth in any written notice of address changes delivered to the Liquidating Trustee after the date of any related Proof of Claim; or (c) at the address reflected in the Schedules if no Proof of Claim is filed and the Liquidating Trustee has not received a written notice of a change of address.

If any Distribution to a Holder of an Allowed Claim is returned as undeliverable, the Liquidating Trustee shall use reasonable efforts to determine such Holder's then-current address, at which time a Distribution shall be made to such Holder without interest. If the Liquidating Trustee cannot determine, or is not notified of, a Holder's then-current address within ninety (90) days after the original Distribution date for such Holder, such Distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b). After such date, all unclaimed property or interest in property shall revert to the Liquidating Trust to be distributed in accordance with the terms of the Liquidating Trust Agreement and the Combined Disclosure Statement and Plan.

5. Objection to and Resolution of Claims

Except as expressly provided herein, or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under the Combined Disclosure Statement and Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim or

Interest. On or after the Effective Date, the Liquidating Trust shall be vested with any and all rights and defenses each Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

On and after the Effective Date, the Liquidating Trustee, with respect to all Claims and Interests, shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests, including Claims listed on the Debtors' Schedules, under the Combined Disclosure Statement and Plan, or otherwise. Any objections to Claims shall be served and filed on or before the later of (i) 180 days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object.

6. Preservation of Rights to Settle Claims

Except as otherwise expressly provided herein, nothing contained in the Combined Disclosure Statement and Plan, the Plan Supplement, or in the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or Causes of Action that the Debtors may have or which the Liquidating Trustee may choose to assert on behalf of the Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law or rule, common law, equitable principle, or other source of right or obligation, including, without limitation, (i) any and all claims against any Person or Entity, to the extent such Person or Entity asserts a crossclaim, counterclaim, and/or claim for setoff that seeks affirmative relief against the Debtors, their officers, directors, or representatives, and (ii) the turnover of all property of the Estates. This Section shall not apply to any claims sold, released, waived, relinquished, exculpated, compromised, or settled under the Combined Disclosure Statement and Plan or pursuant to a Final Order, expressly including the Sale Order. Except as expressly provided in the Combined Disclosure Statement and Plan, nothing contained in the Combined Disclosure Statement and Plan, the Plan Supplement, or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense. No Entity may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan, the Plan Supplement, or the Disclosure Statement to any cause of action against it as any indication that the Debtors or the Liquidating Trustee, as applicable, will not pursue any and all available causes of action against them. The Debtors and the Liquidating Trustee expressly reserve all rights to prosecute any and all causes of action against any Person or Entity, except as otherwise expressly provided in the Combined Disclosure Statement and Plan.

7. Miscellaneous Distribution Provisions

Disputed Claims. At such time as a Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall distribute to the Holder of such Claim, such Holder's Pro Rata share of the property distributable with respect to the Class in which such Claim belongs as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order. To the extent that all or a portion of a Disputed Claim is Disallowed, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is Disallowed, and any property withheld pending the resolution of such Claim shall be reallocated pro rata to the Holders of Allowed Claims in the same Class.

Setoff. The Debtors or Liquidating Trustee, as applicable, retain the right to reduce any Claim by way of setoff in accordance with the Debtors' books and records and in accordance with the Bankruptcy Code.

Minimum Distributions. Notwithstanding anything herein to the contrary, the Liquidating Trustee shall not be required to make Distributions or payments of less than \$100.00.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Background

The Bidding Procedures Order and the Sale Order contemplate the treatment of Executory Contracts and Unexpired Leases. While nothing in this Combined Disclosure Statement and Plan shall be deemed to supersede the Bidding Procedures Order and Sale Order, Article IX of this Combined Disclosure Statement and Plan is included out of an abundance of caution.

B. Executory Contracts and Unexpired Leases

All Executory Contracts and Unexpired Leases of the Debtors that have not been assumed, assigned, or rejected, prior to the Effective Date shall be deemed rejected on the Effective Date.

C. Rejection Claims

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Combined Disclosure Statement and Plan results in a Rejection Claim in favor of a counterparty to such executory contract or unexpired lease, such Rejection Claim, if not heretofore evidenced by a timely and properly filed Proof of Claim, shall be forever barred and shall not be enforceable against the Debtors or the Liquidating Trust, or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Liquidating Trust on or before the date that is 30 days after the Effective Date. All Allowed Rejection Claims shall be treated as General Unsecured Claims pursuant to the terms of the Combined Disclosure Statement and Plan.

To the extent that any and all of the Debtors' insurance policies that were not transferred to Purchaser pursuant to the APA, including any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, are considered executory contracts, then notwithstanding anything contained in the Combined Disclosure Statement and Plan to the contrary, such insurance policies, shall be deemed assumed and assigned to the Liquidating Trust. Unless otherwise determined by the Bankruptcy Court, pursuant to a Final Order, no payments are required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each such policy. For the avoidance of any doubt, all rights under any insurance policy that is not an executory contract and was not transferred to Purchaser pursuant to the APA and the Sale Order, and all rights under any other insurance policies that were not transferred to Purchaser pursuant to the APA and the Sale Order and under which the Debtors may be beneficiaries, shall be preserved and shall vest with the Liquidating Trust and shall remain in full force and effect after the Effective Date for the term thereof; and nothing herein shall alter or adversely affect the rights of any non-Debtor beneficiaries of or covered Persons or Entities under such insurance policies. Further, for

the avoidance of any doubt, the Liquidating Trustee may bring or assert Estate Causes of Action under any primary director and officer liability, employment practices liability, or fiduciary liability insurance policies, as insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials, as those terms are used in the policies.

X. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

The following is the list of conditions precedent to Confirmation:

- (1) the Plan Supplement is Filed;
- (2) the Canadian Court shall have issued the Canadian Recognition Order re Procedures and it shall be a Final Order;
- (3) the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and the Committee;
- (4) the form of Liquidating Trust Agreement shall be agreed upon by the Debtors and the Committee, and the proposed Liquidating Trustee identified and disclosed; and
- (5) the Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as Filed on October 17, 2023, unless such material amendment, alteration, or modification has been made in accordance with Article XIII herein.

B. Conditions Precedent to the Effective Date

The following is the list of conditions precedent to the Effective Date:

- (1) The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall be a Final Order;
- (2) The Canadian Court shall have issued the Canadian Recognition Order re Confirmation and it shall be a Final Order;
- (3) the Liquidating Trust Agreement shall be executed and the Liquidating Trustee shall have been appointed and accepted such appointment; and
- (4) the Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with Article XIII herein.

C. Waiver of Conditions

The conditions precedent to Confirmation and conditions precedent to the Effective Date, other than those in paragraphs X.B. (1) and (2) above, may be waived in whole or in part, in writing, by both of the Debtors and the Committee, without further order of the Bankruptcy Court.

D. Effect of Nonoccurrence of Conditions

If the conditions precedent to the Effective Date are not satisfied or waived, the Debtors may, upon motion and notice to parties in interest, seek to vacate the Confirmation Order.

If the Confirmation Order is vacated: (i) the Combined Disclosure Statement and Plan is null and void in all respects; and (ii) nothing contained in the Combined Disclosure Statement and Plan shall (a) constitute a waiver or release of any Claims by or against the Debtors, or (b) prejudice, in any manner, the rights of the Debtors or any other party in interest.

XI. EXCULPATION, RELEASES, AND INJUNCTIONS

A. Injunction

All injunctions or stays provided for in the Chapter 11 Cases under Bankruptcy Code sections 105 or 362, or otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the later of (a) the Effective Date, or (b) the date indicated in the order providing for such injunction or stay. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend, or supersede any injunctions or stays granted in the Sale Order.

Except as otherwise provided in the Combined Disclosure Statement and Plan or to the extent necessary to enforce the terms and conditions of the Combined Disclosure Statement and Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors shall be permanently enjoined from taking any of the following actions against any property that is to be distributed under the terms of the Combined Disclosure Statement and Plan on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien or encumbrance; (d) asserting a setoff not taken pre-confirmation, right or subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Combined Disclosure Statement and Plan; *provided, however*, that such entities shall not be precluded from exercising their rights pursuant to and consistent with the terms of the Combined Disclosure Statement and Plan or the Confirmation Order; *provided, further*, that the foregoing provisions of this provision shall not apply to any acts, omissions, claims, causes of action, or other obligations expressly set forth in and preserved by this Combined Disclosure Statement and Plan or any defenses thereto. Notwithstanding the foregoing, nothing herein shall be otherwise deemed to modify, limit, amend, or supersede any injunctions or stays granted in the Sale Order.

Notwithstanding any other provision of the Combined Disclosure Statement and Plan to the contrary, pursuant to 1141(d)(3), the debtors shall not receive a discharge.

B. Exculpation

Except as otherwise specifically provided in the Combined Disclosure Statement and Plan, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim or Interest (including Estate Causes of Action) for any act or omission occurring on or after the Petition Date and on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases, the Combined Disclosure Statement and Plan, the pursuit of Confirmation, the consummation of the Combined Disclosure Statement and Plan, the administration of the Combined Disclosure Statement and Plan, the property to be liquidated and/or distributed under the Combined Disclosure Statement and Plan or any postpetition and pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under this Combined Disclosure Statement and Plan.

The foregoing paragraph shall apply to attorneys to the greatest extent permissible under applicable bar rules and case law.

C. Estate Releases

PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE COMBINED DISCLOSURE STATEMENT AND PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASED PARTIES (OTHER THAN THE DEBTORS) SHALL BE DEEMED RELEASED BY THE DEBTORS AND THEIR ESTATES, FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE (EXCEPT FOR ANY CLAIMS BASED UPON WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION) THAT THE DEBTORS, THEIR ESTATES, OR THE LIQUIDATING TRUSTEE, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE

COMBINED DISCLOSURE STATEMENT AND PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTORS OR THE ESTATES.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE BY THE DEBTORS AND THE ESTATES IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTORS; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES, AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO THE DEBTORS, THEIR ESTATES, OR THE LIQUIDATING TRUST ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY DEBTORS AND THE ESTATES.

D. Releases by Holders of Claims and Interests of Debtors.

EXCEPT AS OTHERWISE PROVIDED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN, ON THE EFFECTIVE DATE AND AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASING PARTIES SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER IN CONNECTION WITH OR IN ANY WAY RELATING TO THE DEBTORS, THE CONDUCT OF THE DEBTORS' BUSINESSES, THE CHAPTER 11 CASES, THE COMBINED DISCLOSURE STATEMENT AND PLAN (OTHER THAN THE RIGHTS OF THE DEBTORS, OR A CREDITOR HOLDING AN ALLOWED CLAIM TO ENFORCE THE OBLIGATIONS UNDER THE CONFIRMATION ORDER AND COMBINED DISCLOSURE STATEMENT PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED THEREUNDER), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN

LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATION OF FEDERAL OR STATE SECURITIES LAW OR OTHERWISE, THAT ARE BASED IN WHOLE OR PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE; PROVIDED, HOWEVER, THAT NOTHING IN THIS ARTICLE XI SHALL OPERATE AS A RELEASE, WAIVER OR DISCHARGE OF ANY CAUSES OF ACTION OR LIABILITIES ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR CRIMINAL ACTS OF ANY SUCH RELEASED PARTY.

XII. RETENTION OF JURISDICTION

Following the Confirmation Date and the Effective Date, the Bankruptcy Court shall retain jurisdiction for the following purposes:

- (1) to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
- (2) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (3) to issue such orders in aid of execution and consummation of the Combined Disclosure Statement and Plan, to the extent authorized by Bankruptcy Code section 1142;
- (4) to consider any amendments to or modifications of the Combined Disclosure Statement and Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (5) to hear and determine all requests for compensation and reimbursement of expenses to the extent allowed by the Bankruptcy Court under Bankruptcy Code sections 330 or 503;
- (6) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Combined Disclosure Statement and Plan;
- (7) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Sale Order;
- (8) to hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;
- (9) to hear any other matter not inconsistent with the Bankruptcy Code;
- (10) to enter the Final Decree;
- (11) to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Combined Disclosure Statement and Plan;

- (12) to decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;
- (13) to hear and determine any and all motions, adversary proceedings, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases, including the Estate Causes of Action;
- (14) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Combined Disclosure Statement and Plan, except as otherwise provided herein;
- (15) to determine any other matters that may arise in connection with or related to the Combined Disclosure Statement and Plan, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Combined Disclosure Statement and Plan;
- (16) to determine any other matters that may arise in connection with or related to the Sale Order or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Sale Order;
- (17) to enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);
- (18) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof; and
- (19) to resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the Bar Date, or the Confirmation Hearing for the purpose of determining whether a Claim or Interest is discharged hereunder, or for any other purpose.

XIII. MISCELLANEOUS PROVISIONS

A. Amendment or Modification of the Combined Disclosure Statement and Plan

Alterations, amendments, or modifications of the Combined Disclosure Statement and Plan may be proposed in writing by the Debtors, but only with the prior written consent of the Committee, at any time before the Confirmation Date; provided that the Combined Disclosure Statement and Plan, as altered, amended, or modified, satisfies the conditions of Bankruptcy Code sections 1122 and 1123 and the Debtors shall have complied with Bankruptcy Code section 1125. The Debtors, but only with the prior written consent of the Committee, may modify the Combined Disclosure Statement and Plan at any time after Confirmation and before substantial consummation, provided that this Combined Disclosure Statement and Plan, as modified, meets the requirements of Bankruptcy Code sections 1122 and 1123 and the circumstances warrant such

modifications. A Holder of a Claim that has accepted the Combined Disclosure Statement and Plan shall be deemed to have accepted such Combined Disclosure Statement and Plan as modified if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

B. Exhibits/Schedules

All exhibits and schedules to this Combined Disclosure Statement and Plan are incorporated into and are part of the Combined Disclosure Statement and Plan as if set forth in full herein.

C. Plan Supplement

The Debtors will File the Plan Supplement at least seven days (7) before the Confirmation objection deadline. The Plan Supplement will contain, among other things: (a) the Liquidating Trust Agreement; (b) identification of the Liquidating Trustee; and (c) any other disclosures as required by the Bankruptcy Code.

D. Filing of Additional Documents

On or before substantial consummation of the Combined Disclosure Statement and Plan, the Liquidating Trustee shall File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Combined Disclosure Statement and Plan.

E. Binding Effect of Plan

The Combined Disclosure Statement and Plan shall be binding upon and inure to the benefit of the Debtors, the Holders of Claims, the Holders of Equity Interests, and their respective successors and assigns. Notwithstanding anything to the contrary herein, nothing in the Combined Disclosure Statement and Plan modifies, alters, or amends the respective rights and obligations of the Debtors or Purchaser under the Sale Order, the APA, or any other document governing the Sale.

F. Governing Law

Except as required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

G. Time

To the extent that any time for the occurrence or happening of an event as set forth in this Combined Disclosure Statement and Plan falls on a day that is not a Business Day, the time for the next occurrence or happening of said event shall be extended to the next Business Day.

H. Severability

Should any provision of this Combined Disclosure Statement and Plan be deemed unenforceable after the Effective Date, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Combined Disclosure Statement and Plan.

I. Revocation

The Debtors reserve the right to revoke and withdraw the Combined Disclosure Statement and Plan prior to the entry of the Confirmation Order. If the Debtors revoke or withdraw the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall be deemed null and void, and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors, any other Person, or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtors.

J. Dissolution of the Committee

On the Effective Date, the Committee shall be dissolved and its members deemed released of any continuing duties, responsibilities, and obligations in connection with the Chapter 11 Cases or the Combined Disclosure Statement and Plan and its implementation, and the retention and employment of the Committee's Professionals shall terminate, except with respect to: (i) any matters concerning Distributions; (ii) prosecuting applications for Professionals' compensation and reimbursement of expenses incurred as a member of the Committee; or (iii) asserting, disputing, and participating in resolution of Professional Fee Claims. Upon the resolution of (i) through (iii), the Committee shall be immediately dissolved, released, and discharged.

K. Inconsistency

To the extent that the Combined Disclosure Statement and Plan conflicts with or is inconsistent with any agreement related to the Combined Disclosure Statement and Plan, the provisions of the Combined Disclosure Statement and Plan shall control; *provided, however*, that nothing in the Combined Disclosure Statement and Plan shall be deemed to supersede, amend, or modify the provisions of the Sale Order, Bidding Procedures Order, and APA.

In the event of any inconsistency between any provision of any of the foregoing documents, and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

L. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Combined Disclosure Statement and Plan shall be deemed an admission by any Entity with respect to any matter set forth herein.

M. Reservation of Rights

Except as expressly set forth herein, the Combined Disclosure Statement and Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Combined Disclosure Statement and Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Combined Disclosure Statement and Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors, Holders of Claims, or Holders of Equity Interests before the Effective Date.

XIV. RECOMMENDATION

In the opinion of the Debtors and the Combined Disclosure Statement and Plan is superior and preferable to any alternative described in this Combined Disclosure Statement and Plan. Further, the value being provided to Creditors under the Combined Disclosure Statement and Plan was subject to a competitive process through which parties other than Purchaser could have provided higher and better bids, but determined, in their reasonable business judgment, that Purchaser submitted the highest and best bid. Accordingly, the Debtors and the Committee recommend that Holders of Claims entitled to vote on the Combined Disclosure Statement and Plan vote to accept the Combined Disclosure Statement and Plan and support Confirmation.

Dated: December 14, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)

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*Counsel to the Debtors and
Debtors-In-Possession*

EXHIBIT A

Structuriam
Liquidation Analysis
Subject to Revision
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Notes	SMTU				SMT				SLP				NOLLC			
	Book Value	Estimated Recovery under the Plan Scenario A	Estimated Recovery under the Plan Scenario B	Estimated Liquidation Value under Chapter 7	Book Value	Estimated Recovery under the Plan Scenario A	Estimated Recovery under the Plan Scenario B	Estimated Liquidation Value under Chapter 7	Book Value	Estimated Recovery under the Plan Scenario A	Estimated Recovery under the Plan Scenario B	Estimated Liquidation Value under Chapter 7	Book Value	Estimated Recovery under the Plan Scenario A	Estimated Recovery under the Plan Scenario B	
A	21,593	21,593	22,678	21,593	1,647	1,647	2,022	1,647	-	-	-	-	-	-	-	-
B	-	-	-	-	-	2,773	5,456	2,552	-	-	-	-	-	-	-	-
	21,593	21,593	22,678	21,593	1,647	4,421	7,479	4,209	-	-	-	-	-	-	-	-
C																
D		N/A	N/A	648		N/A	N/A	126		-	-	-		-	-	-
E		350	250	750		250	150	350		-	-	-		-	-	-
F		150	100	250		100	75	150		-	-	-		-	-	-
		21,093	22,328	19,945		4,071	7,254	3,553		-	-	-		-	-	-
G	-	-	-	-	42	42	42	42	-	-	-	-	-	-	-	-
		21,093	22,328	19,945		4,029	7,212	3,541		-	-	-		-	-	-
H	103,045	103,045	56,531	103,045	42,626	42,626	42,626	42,626	81,131	81,131	81,131	81,131	81,131	7	7	7
		(3,265)	(3,265)	(3,265)	(23,616)	(23,616)	(23,616)	(23,616)	(444)	(444)	(444)	(444)	(444)	(7)	(7)	(7)
		99,780	53,266	99,780	19,010	19,010	19,010	19,010	80,688	80,688	80,688	80,688	80,688	-	-	-
		21.1%	41.9%	20.0%		21.2%	37.9%	18.6%		0.0%	0.0%	0.0%		N/A	N/A	N/A

Cash

Additional recoveries

Estimated Proceeds from Liquidation of Assets

Administrative Claims

Chapter 7 Trustee Fees

Chapter 7/Post Confirmation Trustee Professional Fees

Wind down Costs

Net Proceeds Available after Administrative Claims

Priority Claims

Return to General Unsecured Creditors

General Unsecured Claims

Preliminary allocations - 1st round

Adjusted - General Unsecured Claims

Estimated Recovery for General Unsecured Creditors

Introduction

Under the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a plan of reorganization unless the plan provides holders of allowed claims or interest that does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

As set forth in the attached hypothetical liquidation analysis (the “Liquidation Analysis”), and subject to the assumptions and limitations set forth herein and therein, and in the Combined Disclosure Statement and Plan (the “Plan”) of Structurlam Mass Timber U.S., Inc. (“SMTU”); Natural Outcomes, LLC (“NOLLC”); Structurlam Mass Timber Corporation (“SMTC”); and SLP Holdings Ltd. (“SLP, together with SMTU, NOLLC and SMTC, “Structurlam” or the “Debtors”), and the Official Committee of Unsecured Creditors (the “Committee”), the Plan satisfies the best interests of creditors test.

The Liquidation Analysis sets forth, as part of its sensitivity analysis and estimated range of recovery, values for each Class of Claims and Interests upon the disposition of assets pursuant to a hypothetical Chapter 7 liquidation. As outlined herein, the Debtors and the Committee believe that confirmation of the Plan will serve the best interests of all interested parties. The recoveries realized by creditors under the Plan at this point in the Debtors’ Chapter 11 Cases, are not less than what such creditors might otherwise realize from a liquidation under chapter 7 of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors based upon the Debtors’ business judgment and input from its advisors, are subject to significant uncertainties and contingencies, including environmental, business, and economic considerations. Many such contingencies are difficult to predict and generally and unequivocally beyond the control of the Debtors and their advisors. There will be differences between the assumptions and the actual results and events and those differences may be material. Unanticipated events and circumstances could materially affect the ultimate results in an actual Chapter 7 liquidation. The underlying financial information in the Liquidation Analysis and values stated herein have not been subject to any review, compilation, or audit by any independent accounting firm. In addition, the assumptions and decisions are subject to change. As a result, the actual amount of claims against the Debtors’ estate could vary significantly from the estimates stated herein, depending on the nature and amount of claims asserted during the pendency of any Chapter 7 case.

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The Liquidation Analysis does not include estimates for: (i) the tax consequences, if any that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions, or (iii) certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NONE OF THE (I) DEBTORS NOR ANY OF THEIR ADVISORS, COUNSEL, OFFICERS, STAKEHOLDERS, BOARD MEMBERS, OR ANY PERSONNEL ASSOCIATED WITH THE DEBTORS OR (II) THE COMMITTEE NOR ANY OF ITS ADVISORS, COUNSEL, OR MEMBERS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE, AND RESULTS COULD AND WILL VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN. ALL READERS MUST PERFORM THEIR OWN ANALYSIS DRAWING THEIR OWN CONCLUSIONS.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of Claims listed on the Debtors' Schedules of Assets and Liabilities, Proofs of Claim filed in the Chapter 11 Case, and the Debtors' financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the Chapter 11 Cases, but which could be asserted and allowed in a chapter 7 liquidation, including unpaid Chapter 11 Administrative Claims, and chapter 7 administrative claims such as wind down costs, trustee fees, and professional fees. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS, OR A WAIVER OF ANY RIGHTS TO OBJECT TO ANY CLAIM INCLUDED HEREIN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

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Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors convert the current Chapter 11 cases to Chapter 7 of the Bankruptcy Code on or about December 15, 2023 (the “Liquidation Date”), which is the currently anticipated effective date of the Plan. Except as otherwise noted herein, the Liquidation Analysis is based upon the projected balances and unaudited financial information of the Debtors which values, in total, are assumed to be representative of the Debtors’ assets and liabilities as of the Liquidation Date.

Conclusion

As illustrated by the Liquidation Analysis, under a Chapter 7 liquidation, holders of General Unsecured Claims and other Impaired Claims and Interests would receive the following recoveries outside of highly speculative litigation recoveries:

- SMTU: 20.0%;
- SMTC: 18.6%; and
- SLP and NOLLC: 0%.

Such other (speculative) recoveries would potentially be available in either scenario, without the additional administrative burden of a Chapter 7. Accordingly, and as set forth in greater detail below, the Plan satisfies the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code.

Structurlam Mass Timber U.S. Inc., et al
Liquidation Analysis
Subject to Revision

Detailed Assumptions

General Note:

Structurlam sold substantially all of its assets to a purchaser through a Chapter 11 363 Sale Process on June 15, 2023. The liquidation analysis contains projected realization estimates for the remaining “left behind” assets which consist primarily of cash on hand and aged accounts receivables. This liquidation analysis uses “Scenario A” and “Scenario B” to represent a range of realizations for the Debtors’ respective creditors depending on ultimate asset recoveries and settled claims.

- [A] **Cash and Cash Equivalents:** Consists of projected unrestricted cash in the Debtors’ bank accounts as of the Liquidation Date. The estimated recovery from this asset category will vary depending on final accounts receivables collections and the final amount of Chapter 11 Administrative Claims and wind-down costs.
- [B] **Additional Recoveries:** Additional recoveries for SMTC represent the potential distribution from SMTU to SMTC for the intercompany claim of approximately \$12.8 million due from SMTU to SMTC. None of the scenarios include any potential proceeds from potential Causes of Action that may be undertaken by the Debtors/ Post Confirmation Trustee/Chapter 7 Trustee.
- [C] **Administrative Claims:** The Liquidation Analysis assumes a chapter 7 proceeding takes approximately 3 to 6 months from the Liquidation Date. This timeline would afford time to complete the claims adjudication and assess the collectability of any potential recoveries.
- [D] **Chapter 7 Trustee Fees:** Trustee fees include all fees that would be paid to the chapter 7 trustee, consistent with the Bankruptcy Code requirements. The Chapter 7 Trustee Fees are estimated using a graduating scale, as set forth in section 326 of the Bankruptcy Code, ranging from 25% on the first distribution of \$5,000 to 3.0% for the distribution in excess of \$1,000,000.
- [E] **Chapter 7/Post Confirmation Trustee Professional Fees:** Professional Fees and US Trustees Fees are projected to be funded immediately prior to the assumed effective date with funds designated for payment of professional fees and U.S. Trustee fees. If funding were delayed, the Debtors’ cash and equivalents would be increased by an identical amount. The estimate does not take into account any additional professional fees that may be incurred if the Chapter 7 Trustee/Post Confirmation Trustee have to take part in any contentious litigation proceedings.
- [F] **Wind down costs:** Consists of expenses for personnel in relation to claims review and potential accounts receivable collections.
- [G] **Priority/Section 503(b)(9) Claims:** Pursuant to claims filed as of Bar Date. Amount subject to review by the Debtor.

**Structurlam Mass Timber U.S. Inc., et al/
Liquidation Analysis
Subject to Revision**

[H] **General Unsecured Claims**: This amount is subject to material change due to ongoing review and revision by the Debtor. Adjusted General Unsecured Claims represent claim amounts upon preliminary review by the Debtors and are subject to further changes.

SMTU's Scenario A includes the largest claim at \$81 million (face value of the proof of claim). Such amount has not been reviewed nor adjudicated. SMTU's Scenario B represents the potential adjustment of the said claim from \$81 million to \$34 million, pursuant to the contingent, unliquidated and disputed claim as filed in the Voluntary Petition [Docket No. 1]. The actual adjudicated claim amount may potentially range below \$34 million to \$81 million with further potential counterclaim offsets to be determined.

EXHIBIT B

Notice of Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

STRUCTURLAM MASS TIMBER U.S., INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10497 (CTG)

(Jointly Administered)

**NOTICE OF (I) ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER CONFIRMING THE FIRST AMENDED COMBINED
DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF
LIQUIDATION OF STRUCTURLAM MASS TIMBER
U.S., INC., ET AL. AND (II) EFFECTIVE DATE**

PLEASE TAKE NOTICE that an order (the “**Confirmation Order**”) of the Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the District of Delaware, confirming and approving the *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Structurlam Mass Timber U.S., Inc., et al.* [Docket No. 450] (including all exhibits thereto and as the same may be amended, modified, or supplemented from time to time, the “**Combined Plan and Disclosure Statement**”) was entered on December ●, 2023 [Docket No. ●].

PLEASE TAKE FURTHER NOTICE that, all conditions precedent to effectiveness pursuant to Article X.B of the Combined Plan and Disclosure Statement have been satisfied or waived. Therefore, today, ●, 2024, is the Effective Date of the Combined Plan and Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the Combined Plan and Disclosure Statement and its provisions are binding on, among others, the Debtors, all Holders of Claims and Equity Interests (irrespective of whether such Claims or Equity Interests are impaired under the Combined Plan and Disclosure Statement or whether the Holders of such Claims have voted to accept or reject the Combined Plan and Disclosure Statement), and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor, as provided in the Combined Plan and Disclosure Statement.

PLEASE TAKE FURTHER NOTICE all final requests for payment of Professional Fee Claims (the “**Final Fee Applications**”) must be filed no later than ●, 2024 (*i.e.*, sixty (60) days after the Effective Date). The procedures for processing Final Fee Applications are set forth in the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian business number, as applicable, include: Structurlam Mass Timber U.S., Inc. (6287) (“**SMTU**”); Natural Outcomes, LLC (n/a) (“**Natural**”); Structurlam Mass Timber Corporation (5050) (“**SMTC**”); and SLP Holdings Ltd. (3114) (“**SLP**”). The location of the Debtors’ headquarters is: 2176 Government Street, Penticton, British Columbia, Canada V2A 8B5. The address of the registered agent for Structurlam Mass Timber U.S., Inc. is: 8 The Green, Suite A, Dover, Delaware 19901.

Combined Plan and Disclosure Statement. If a Professional does not timely submit a Final Fee Application, such Professional shall be forever barred from seeking payment of such Professional Fee Claim from the Debtor, the Post-Effective Date Debtor, or its Estate.

PLEASE TAKE FURTHER NOTICE that requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arose, accrued or otherwise became due and payable at any time after the Petition Date, but on or before the Effective Date (the “**Administrative Expense Period**”) must be filed with the Bankruptcy Court and served on the Debtors or the Creditor Trust, as applicable, no later than ●, 2024 (*i.e.*, thirty (30) days after the Effective Date) (the “**Administrative Expense Bar Date**”). Holders of Administrative Expense Claims that arose, accrued, or otherwise became due during the Administrative Expense Period that do not file requests for the allowance and payment thereof on or before the Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtor or the Creditor Trust. Unless the Debtors, the Liquidating Trustee on behalf of the Liquidating Trust, or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors, the Liquidating Trustee on behalf of the Liquidating Trust, or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

PLEASE TAKE FURTHER NOTICE that as set forth in Article IX of the Combined Plan and Disclosure Statement, all Executory Contracts and Unexpired Leases that have not been assumed are rejected as of the Effective Date. If the rejection by the Debtors, pursuant to the Combined Plan and Disclosure Statement, of an Executory Contract or Unexpired Leases gives rise to a Claim, a Proof of Claim must be filed (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, with: Structurlam Mass Timber Claims Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or (b) if electronically, through the online Proof of Claim Form available at <https://www.kccllc.net/structurlam>, no later than ●, 2023 (*i.e.*, thirty (30) days after the Effective Date). Please note that the Clerk’s office is not permitted to give legal advice. Any Proofs of claim not filed and served within such time periods will be forever barred from assertion against the Debtors, their Estates, and the Creditor Trust.

PLEASE TAKE FURTHER NOTICE that pursuant to Bankruptcy Rule 2002, after the Effective Date, to continue to receive notices pursuant to Bankruptcy Rule 2002 all Creditors and other parties in interest must file a renewed notice of appearance with the Bankruptcy Court requesting receipt of documents pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that copies of the Combined Plan and Disclosure Statement are available for review without charge at the website maintained by the Stretto, the Claims and Noticing Agent, <https://www.kccllc.net/structurlam>.

Dated: December __, 2023
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/DRAFT

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*Counsel for the Debtors and the
Debtors-in-Possession*

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF SLP HOLDINGS LTD, STRUCTURLAM MASS
TIMBER CORPORATION, STRUCTURLAM MASS TIMBER US, INC.,
NATURAL OUTCOMES, LLC

APPLICATION OF SLP HOLDINGS LTD. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

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File No. V56936/JR