

No. ●
 ● S233209
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

<The annotations in this precedent are taken from the Model Approval and Vesting Order, and can also be found in a consolidated format in the document located in KM_ca at 17912. This model order can also be found on the Supreme Court of British Columbia website at Practice Direction PD-47 dated August 1, 2015 and is current to that date.>

BETWEEN:

● <Insert name(s) of Plaintiff(s)/Petitioner(s).>

 [PLAINTIFF[S] ◀ OR ▶ PETITIONER[S]]

AND:

● <Insert name(s) of Defendant(s)/Respondent(s).>

 [DEFENDANT[S] ◀ OR ▶ RESPONDENT[S]]

Action No. ●
 Estate No. ●

**IN THE SUPREME COURT OF BRITISH COLUMBIA
 IN BANKRUPTCY**

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

AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF

● <Insert name of Debtor(s) SLP HOLDINGS LTD.>

STRUCTURLAM MASS TIMBER CORPORATION

STRUCTURLAM MASS TIMBER U.S., INC.

NATURAL OUTCOMES, LLC.

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

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE ●
JUSTICE ● FITZPATRICK

) ~~●, THE ● DAY~~
) ~~OF ●, 20 ●~~
)

01/June/2023

THE APPLICATION of ~~● <Insert name of Receiver>~~ SLP Holdings Ltd., in its capacity as Court-appointed ~~[Receiver < OR > Receiver and Manager]~~ the foreign representative (the "**Foreign Representative**") of SLP Holdings Ltd, Structurlam Mass Timber Corporation, Structurlam Mass Timber U.S., Inc. and Natural Outcomes, LLC (the "**Receiver Debtors**") in respect of the assets, undertakings and properties of ~~● <Insert name(s) of Debtor(s)>~~ proceedings (the "**Foreign Proceedings**") commenced in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") under docket numbers 23-10500-CTG, 23-10499-CTG, 23-10498-CTG, and 23-10497-CTG respectively, coming on for hearing at Vancouver, British Columbia, on the ~~● 1st day of ● June, 20 ● 2023;~~ AND ON HEARING ~~● <Insert name of counsel>~~ Jonathan Ross and Manuel Dominguez, counsel for the ~~Receiver~~ Foreign Representative and the Debtors, and those other counsel listed on Schedule "A" hereto, and no one appearing for ~~●~~, although duly served; AND UPON READING the material filed, including the ~~Report~~ Affidavit #1 of the Receiver dated ~~● <Insert date>~~ (the "**Report**") ~~<This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. In the past~~ Shawn Turkington sworn April 26, 2023, the Affidavit #2 of Shawn Turkington sworn May 11, 2023, the Affidavit #3 of Michèle Hay sworn May 30, 2023, the Affidavit of Kevin Haggard #1 sworn May 11, 2023 and the Affidavit of Kevin Haggard #2 sworn May 30, 2023, the first report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer in respect of these proceedings (in such capacity, the "**Information Officer**") dated May 12, 2023, and the ~~Land Title Office has been unwilling to vest off interests without proof that certain parties have been served. Accordingly, it is recommended that the Order itself reflect service on all parties whose interests are to be removed from title.>~~ second report of the Information Officer dated May ~~●~~, 2023;

THIS COURT ORDERS AND DECLARES THAT:

1. The Final Order of the U.S. Bankruptcy Court made in the Foreign Proceeding dated May 30th, 2023 authorizing, among other things, the sale of assets free and clear of all liens, claims, interest, and encumbrances, a copy of which is attached hereto as Schedule "B" (the "**Foreign Order**") is hereby recognized and given full force and effect in all provinces and territories of Canada, provided, however, that in the event of any conflict between the terms of the Foreign Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Purchased Assets (as defined below) in Canada.
2. 1.—The sale transaction (the "**Transaction**") contemplated by the [Asset Purchase Agreement < OR > ● <Describe agreement>] dated ● <Insert date> April 21, 2023 as amended (the "**Sale Agreement**") between the ~~Receiver~~ Debtors and ● <Insert name of Purchaser> Mercer International Inc., (the "**Purchaser**") <If the Purchased

~~Assets include real property, counsel will need to describe the Purchaser in accordance with how it wishes to be described on title – including Purchaser's full name, incorporation details if applicable, address, joint tenancy, etc. >, a copy of which is attached as Appendix "●" to the Report is hereby approved, and the Sale Agreement is commercially reasonable <Section 247 of the Bankruptcy and Insolvency Act, section 68(2) of the British Columbia Personal Property Security Act and the relevant case authorities provide that the Receiver has a duty to ensure that any sale of assets is commercially reasonable. Accordingly, it has become the practice of Receivers and their counsel to seek a declaration of the Court that a particular asset sale is commercially reasonable. The Receiver and its counsel should ensure that there is sufficient evidence to enable the Court to make a finding that the transaction to be approved is commercially reasonable, including without limitation evidence as to marketing and any appraisals >. The execution of the Sale Agreement by the Receiver <In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps > Debtors is hereby authorized and approved, and the Receiver is Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").~~

3. ~~2.~~ Upon delivery by the Receiver~~Information Officer~~ to the Purchaser of a certificate substantially in the form attached as Schedule "BC" hereto (the "**Receiver**~~Information Officer's Certificate~~"), all of the Debtor~~Debtors's~~ right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~and listed on Schedule "C" hereto~~ <To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a schedule. Some judges prefer to have the Sale Agreement itself appended as a schedule to the Order > shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") <The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the BCMIOC's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable > including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order~~Orders~~ of this Court dated ~~●~~ <Insert date > in this proceeding; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any

other personal property registry system; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets ~~<The Order is not intended to relieve the Debtor, the Receiver or any Purchaser of any applicable statutory or regulatory requirements arising on the transfer of the Purchased Assets (for example, complying with Forest Act requirements in respect of the transfer of a license such as a Forest License).>~~.

3. ~~Upon presentation for registration in the Land Title Office for the Land Title District of ● <Insert Land Title District.> of a certified copy of this Order, together with a letter from ● <Insert name of Receiver's counsel.>, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:~~

- ~~(a) enter the Purchaser as the owner of the Lands, as identified in Schedule "F" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and~~
 - ~~(b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "E" <This provision is required if the Purchased Assets include real property. In addition, in some cases, it is appropriate to provide that the Petitioner or Plaintiff provide a release of its Certificate of Pending Litigation.>~~
4. For the purposes of determining the nature and priority of Claims, the net proceeds ~~<The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds". In some cases, it may be appropriate to direct the Receiver to pay certain claims, such as, for example, to secured creditors where there is no issue as to priority.>~~ from the sale of

the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the ReceiverInformation Officer's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale~~<This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.>~~, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

5. The ReceiverInformation Officer is to file with the Court a copy of the ReceiverInformation Officer's Certificate forthwith after delivery thereof.
6. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section ~~18(10)~~18(1)(o) of the *Personal Information Protection Act* of British Columbia, the ReceiverPetitioner is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the DebtorDebtors's past and current employees, including personal information of those employees ~~listed in Schedule "●" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor~~<The Receiver and Purchaser should take care to act under this provision with respect to the Purchased Assets only.>~~Debtors.
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, ~~including any real property,~~ shall be delivered by the ReceiverDebtors to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement ~~and listed on Schedule "E"~~.
8. The ReceiverDebtors, with the written consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court ~~provided that the Closing Date occurs by ● <Insert date> or within ● <Insert number of days> days of the date of this Order~~.
9. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the DebtorDebtors, or any one of them, now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the DebtorDebtors, or any one of them,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. Pursuant and in accordance with the Foreign Order, including paragraph 23 thereof, the Debtors will pay the DIP Obligations and the Prepetition Obligations (each as defined in the Foreign Order) to the Bank of Montreal.
11. 40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver~~Petitioner~~, and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver~~Information Officer~~, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver~~Information Officer~~ and its agents in carrying out the terms of this Order.
12. 41. The Receiver~~Debtors, the Information Officer~~ or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
13. Endorsement of this Order by counsel appearing on this application other than counsel for the Debtors is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of ●

[Party ◀ OR ▶ Lawyer for the [Plaintiff[s] ◀ OR ▶ Petitioner[s]]

● <Print name.>

Signature of ●

[Party ◀ OR ▶ Lawyer for ● <Insert name of party or parties.>]

● <Print name.>

BY THE COURT

REGISTRAR

Signature of Lawyer for the Foreign
Representative and the Debtors

BY THE COURT

REGISTRAR

SCHEDULE "A"

~~<Gowling WLG annotation: Note that the numbering of these schedules (e.g. Schedule "A", Schedule "B" etc.) is different from the schedule numbering in the Model Order, which is incorrect and inconsistent with the title of each schedule and the content to which it refers. However, the schedule numbering in this Gowling WLG form of the Model Order, and the subject matter to which each schedule refers, correspond correctly with the provisions of the Model Order.>~~Schedule A

LIST OF COUNSEL

SCHEDULE "B"

RECEIVER'S

| <u>Name</u> | <u>Acting for</u> |
|--------------------------|---|
| <u>Colin Brousson</u> | <u>Alvarez & Marsal (Information Officer)</u> |
| <u>Kelly J. Bourassa</u> | <u>Bank of Montreal (Secured Creditor and DIP Lender)</u> |
| | |
| | |
| | |

Schedule B

Foreign order

Schedule C

CERTIFICATE

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 U.S., INC.
NATURAL OUTCOMES, LLC,

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

PETITIONER

INFORMATION OFFICER'S CERTIFICATE

A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated April 27, 2023, Alvarez & Marsal Canada Inc. was appointed as the Information Officer (in such capacity, the "**Information Officer**") of SLP Holdings Ltd., Structurlam Mass Timber Corporation, Structurlam Mass Timber U.S., Inc. and Natural Outcomes, LLC (collectively, the "**Debtors**").

B. Unless otherwise stated herein, all capitalized terms in this Information Officer's Certificate shall have the meaning set out in the Asset Purchase Agreement dated April 21, 2023 (the "**Sale Agreement**") among the Debtors and Mercer International Inc. (the "**Purchaser**").

C. Pursuant to an Order of the Court dated June 1st 2023 (the "**Approval and Vesting Order**"), the Court approved the sale of the Purchased Assets to the Purchaser, providing for the vesting in the Purchaser of all of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Information Officer to the Purchaser of a certificate confirming the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Information Officer.

THE INFORMATION OFFICER HEREBY CERTIFIES the following:

1. The Information Officer has received written confirmation from the Debtors and the Purchaser, or their respective counsel, that all conditions to Closing have been satisfied and/or waived and that the Purchase Price has been paid in full.

ALVAREZ & MARSAL CANADA INC., in its capacity as the Information Officer, and not in its personal capacity:

Per: _____
Name: _____
Title: _____

SCHEDULE "C" No. S233209

[PURCHASED ASSETS]

● <Specifically list legal titles if Real Property.>

SCHEDULE "D"

~~CLAIMS TO BE DELETED/EXPUNGED FROM TITLE TO REAL PROPERTY~~

●

SCHEDULE "E"

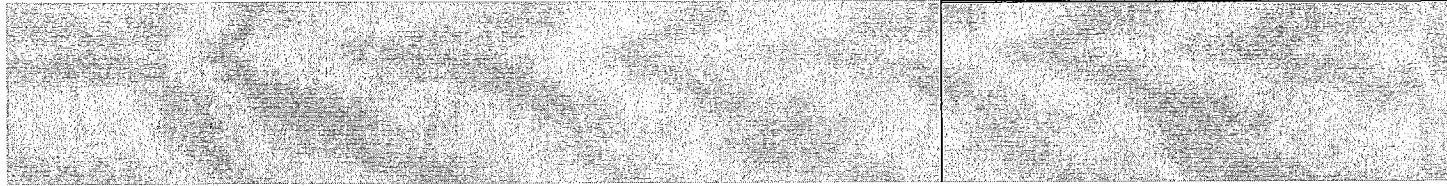
**PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS
RELATED TO REAL PROPERTY**

1. ~~The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.~~
2. ~~●.~~

SCHEDULE ~~"F"~~

LANDS

| | |
|--|--|
| | <p style="text-align: right;">Action No. ●</p> <p style="text-align: center;">IN THE SUPREME COURT OF BRITISH COLUMBIA</p> |
| | <p>BETWEEN:</p> <p>● <Insert name(s) of Plaintiff(s)/Petitioner(s)></p> <p>[PLAINTIFF(S)] <OR> PETITIONER(S)]</p> <p>AND:</p> <p>● <Insert name(s) of Defendant(s)/Respondent(s)></p> <p>[DEFENDANT(S)] <OR> RESPONDENT(S)]</p> <p style="text-align: right;">Action No. ● Estate No. ●</p> <p style="text-align: center;">IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY IN THE MATTER OF THE RECEIVERSHIP OF ● <Insert name of Debtor(s)></p> |
| | <p style="text-align: center;">APPROVAL AND VESTING ORDER</p> |



Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

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

PETITIONER

ORDER MADE AFTER APPLICATION

GOWLING (WLG) CANADA LLP
Suite 2300
550 Burrard Street
Vancouver, BC V6C 2B5
Tel. 604.891-2778 Fax 604.683.3558

Attention : Jonathan B. Ross

File No. V56936/JR

Document comparison by Workshare Compare on Tuesday, May 30, 2023
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