

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 A PLAN OF COMPROMISE AND ARRANGEMENT OF TEAL-JONES
GROUP AND THOSE PARTIES LISTED ON **SCHEDULE "A"**

PETITIONERS

**ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)**

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))
BEFORE)	THE HONOURABLE JUSTICE)
)	FITZPATRICK)
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))
))

April 15, 2025

ON THE APPLICATION of the Petitioners, coming on for hearing ~~at 800-Smithe Street,~~
~~Vancouver, BC V6Z 2E1~~ by way of videoconference on April 15, 2025; AND ON HEARING Colin
D. Brousson and Arad Mojtahedi, counsel for the Petitioners, and those other counsel listed on
Schedule "B" hereto, and no one else appearing although duly served; AND UPON READING,
the material filed, including the Affidavit #1 of Kiel Miller dated ~~♦~~ April 8, 2025 (the "**Miller
Affidavit**") and the Twelfth Report of Ernst & Young Inc., in its capacity as monitor of the
Petitioners (the "**Monitor**"), dated ~~♦~~ April 8, 2025; AND PURSUANT TO the *Companies'*
Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British
Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this Order and the supporting materials is hereby abridged such that this Application is properly returnable today and the need for further service of the Application and supporting materials is hereby dispensed with.

2. Capitalized terms used but not otherwise defined in this Order shall have the meanings given to them in the Membership Interest Purchase Agreement dated as of March 31, 2025 (the “**MIPA**”) between Teal Jones Lumber Services Inc., as seller (the “**Seller**”), and WPM Holdco LLC, as buyer (the “**Buyer**”), a copy of which is attached as Exhibit “A” to the Miller Affidavit.

APPROVAL AND VESTING

3. The Contemplated Transactions and the MIPA are commercially reasonable and are hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the consent of the Monitor, may subsequently agree to. The execution and delivery of the MIPA ~~is hereby~~by the Seller is hereby authorized, ratified, and approved and the Seller is 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 Contemplated Transactions and for the conveyance of the Acquired Interests to the Buyer and any permitted assignees under the MIPA.
4. This Order, together with the Vesting Recognition Order, shall constitute the only authorization required by the Seller to proceed with the Contemplated Transactions and no director or shareholder approval shall be required and no authorization, approval or other action by or notice to, or filing with, any governmental authority or regulatory body exercising jurisdiction in respect of the Seller is required for the due execution, delivery and performance by the Seller, the Buyer or the Monitor of the MIPA and the completion of the Contemplated Transactions, other than as may be specified in the MIPA.
5. The Monitor is hereby authorized to take such additional steps as it deems necessary or appropriate in furtherance of its responsibilities under the MIPA and this Order and shall not incur any liability in taking such steps. Upon the Monitor’s receipt of written confirmation from the Seller and the Buyer that all conditions to Closing have been satisfied or waived, the Monitor is hereby authorized and directed to deliver to the Buyer an executed copy of a certificate in substantially the form attached hereto as **Schedule “C”** (the “**Monitor's Certificate**”).

6. The Monitor may rely on written notice from the Seller and the Buyer regarding the fulfilment of the conditions to Closing under the MIPA and shall have no liability with respect to delivery of the Monitor's Certificate.
7. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof and serve the filed copy of the Monitor's Certificate upon the service list maintained by the Monitor in this CCAA Proceeding.
8. Upon the delivery by the Monitor to the Buyer of the Monitor's Certificate, all of the Seller's right, title and interest in and to the Acquired Interests, as described in the MIPA, shall vest absolutely in the Buyer free and clear of and from any and all security interests (whether contractual, statutory or otherwise), debentures, liens, claims, charges, rights of retention, trusts, deemed trusts, judgments, writs of seizure, writs of execution, notices of seizure, notices of execution, notices of sale, levies, hypothecs, reservations of ownership, pledges, assignments (as security), royalty interests, defects of title or adverse claims of any nature or kind, mortgages or rights of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other pre-emptive contractual right) or other encumbrances of any nature or kind whatsoever and any agreements, options or privileges (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease) (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by any Order of this Court in this proceeding (this "**CCAA Proceeding**");
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia, the *Uniform Commercial Code* in the State of Louisiana and the State of Washington, or any other personal property registry system in any jurisdiction, including the United States; and
 - (c) all Claims listed on **Schedule "D"** hereto

(all of which are collectively referred to as the “**Encumbrances**”), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Interests shall be expunged and discharged as against the Acquired Interests upon delivery of the Monitor’s Certificate to the Buyer.

9. Upon delivery by the Monitor to the Buyer of the Monitor’s Certificate, Teal Jones Louisiana Holdings, LLC shall cease to be a Petitioner in this CCAA Proceeding and shall be deemed to be released from the purview of all orders of this Court granted in this CCAA Proceeding, save and except for this Order, and the style of cause in these proceedings shall be amended accordingly.
10. Upon the filing of a certified copy of this Order with any governmental authorities (collectively, “**Governmental Authorities**”), together with any applicable registration fees, all such Governmental Authorities are hereby authorized, requested and directed to accept delivery of such certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the MIPA.
11. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the MIPA. Presentment of a certified copy of this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that the Acquired Interests shall be free from all Encumbrances. The Buyer, with the consent of the Monitor acting reasonably, shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as contemplated herein.
12. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Acquired Interests (the “**Net Proceeds**”) shall stand in the place and stead of the Acquired Interests and, from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Acquired Interests immediately prior to the sale, as if the Acquired Interests had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

13. The Seller and the Buyer, with the consent of the Monitor, 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.

14. Notwithstanding:

- (a) this CCAA Proceeding;
- (b) any applications for a bankruptcy order in respect of the Seller 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 Seller,

the vesting of the Acquired Interests in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, 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.

GENERAL

15. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, the Petitioners and to Teal Jones Holdings Ltd., as may be necessary or desirable to give effect to this Order, to grant representative status to Teal Jones Holdings Ltd. in any foreign proceeding, or to assist the Monitor, the Petitioners and Teal Jones Holdings Ltd. and their respective agents in carrying out the terms of this Order.
16. The Petitioners, the Monitor, the Buyer, the Seller, or any other party shall be at liberty to apply for such further advice, assistance, direction or relief as may be necessary or desirable to give full force and effect to this Order and to assist and aid the parties in closing.
17. Endorsement of this order by counsel appearing on the application other than counsel for the Petitioners 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 ☒ lawyer for the Petitioners
DLA Piper (Canada) LLP (Colin D. Brousson)

BY THE COURT

REGISTRAR

Schedule "A"
Petitioners

1. Teal Jones Holdings Ltd.
2. Teal Cedar Products Ltd.
3. Teal Jones Aviation GP Ltd.
4. Teal Jones Aviation Limited Partnership
5. Columbia River Shake & Shingle Ltd.
6. Teal Jones Group
7. Teal Jones Holdings USA Inc.
8. Teal Jones Lumber Services Inc.
9. Teal Jones Lumber Sales LLC
10. Teal Jones Dry Kilns LLC
11. Potomac Supply, LLC
12. Pine Products, LLC
13. Teal Jones Lumber LLC
14. Greentree Lumber Company LLC
15. Teal Jones Louisiana Holdings, LLC

Schedule "B"
List of Counsel

Name	Party

Schedule "C"
Monitor's Certificate

No. S-242700
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
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GROUP AND THOSE OTHER PARTIES LISTED IN SCHEDULE "A"

PETITIONERS

MONITOR'S CERTIFICATE

A. Pursuant to an Initial Order of the Honourable Justice G.C. Weatherill of the British Columbia Supreme Court (the "**Court**") dated April 25, 2024, the Petitioners were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (as amended, the "**CCAA**"), and PricewaterhouseCoopers Inc. was appointed as the monitor.

B. Pursuant to an Order of the Court dated November 5, 2024, Ernst & Young Inc. was substituted as monitor of the Petitioners (the "**Monitor**").

C. Pursuant to an Approval and Vesting Order of the Court dated ♦ [April 15](#), 2025 (the "**Order**"), the Court approved (a) the transactions contemplated by the Membership Interest Purchase Agreement dated as of March 31, 2025 (the "**MIPA**") between Teal Jones Lumber Services Inc., as seller (the "**Seller**"), and WPM Holdco LLC, as buyer (the "**Buyer**"); and (b) the vesting and transfer of all of the right, title and interest of the Seller in and to the Acquired Interests (as defined in the MIPA) absolutely and exclusively in and to the Buyer, free and clear of any Encumbrances.

D. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Buyer and the Seller, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied or waived by the parties to the MIPA, such that the Closing has now occurred.
2. This Monitor's Certificate was delivered by the Monitor at _____ on _____, 2025 (the "**Effective Time**").

ERNST & YOUNG INC., in its capacity as Monitor of the Petitioners, and not in its personal capacity

By: _____

Name:

Title:

Schedule "D"
Claims to be Deleted/Expunged

1. Any and all Claims or Encumbrances by WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, WELLS FARGO CAPITAL FINANCE, LLC and/or EXPORT DEVELOPMENT BANK as Administrative Agent and/or Lender, on, against or over TEAL JONES LOUISIANA HOLDINGS, LLC, its assets, or its subsidiaries or their assets, in connection with the Credit Agreement, dated May 7, 2021, as amended by a consent and amending agreement dated June 30, 2021, a consent and second amending agreement dated February 14, 2022, a third amending agreement dated April 12, 2022, a consent and fourth amending agreement dated June 27, 2022, a consent and fifth amending agreement dated August 31, 2022, a consent and sixth amending agreement dated February 16, 2023, a consent and seventh amending agreement dated April 28, 2023, a consent and eighth amending agreement dated November 3, 2023, a consent and ninth amending agreement dated January 31, 2024, a consent and tenth amending agreement dated March 15, 2024, and as further amended, restated, supplemented or otherwise modified from time to time, by and among Wells Fargo Finance Corporation Canada, as Administrative Agent, Teal Cedar and Teal Jones Lumber Sales, LLC, as Borrowers, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto, or in connection with the Support Agreement, dated April 30, 2024 by and among Teal Cedar and Teal Jones Lumber Sales LLC, as Borrowers, Wells Fargo Finance Corporation Canada, as Agent, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof), including but not limited to the UCC Financing Statement # 09-1496704, as filed in the U.S. State of Louisiana.
2. Any and all Claims or Encumbrances by ROYAL BANK OF CANADA or HSBC BANK CANADA, as Agent and/or Lender, on, against or over TEAL JONES LOUISIANA HOLDINGS, LLC, its assets, or its subsidiaries or their assets, in connection with (a) the Pari Passu Agreement between HSBC ~~and BDC~~ Bank Canada and Business Development Bank of Canada, dated May 7, 2021, as amended, or (b) the Amended & Restated Facility Letter, dated November 3, 2023, by and among Royal Bank of Canada, as Lender (and the acting successor to HSBC Bank Canada), Teal Cedar, as Borrower, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof), including but not limited to the UCC Financing Statement # 09-1497188, as filed in the U.S. State of Louisiana.
3. Any and all Claims or Encumbrances by BUSINESS DEVELOPMENT BANK OF CANADA, as Agent and/or Lender, on, against or over TEAL JONES LOUISIANA HOLDINGS, LLC, its assets, or its subsidiaries or their assets, in connection with (a) the Pari Passu Agreement between HSBC ~~and BDC~~ Bank Canada and Business Development Bank of Canada, dated May 7, 2021, as amended, or (b) the Letters of Offer representing three loans; numbered 202476-01, 202476-02 and 202476-03, dated January 14, 2022, January 22, 2022, and February 15, 2023, as amended thereafter, by and among ~~BDC~~ Business Development Bank of Canada, as Lender, Teal Cedar, as Borrower, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof), ~~for loans number 202476-01, 202476-02 and 202476-03,~~

including but not limited to the UCC Financing Statement # 26-417862, as filed in the U.S. State of Louisiana.

4. Any and all Claims or Encumbrances by WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Administrative Agent, on, against or over the Acquired Interests held by TEAL JONES LUMBER SERVICES INC., ~~and the Acquired Interests~~, in connection with the Credit Agreement, dated May 7, 2021, as amended by a consent and amending agreement dated June 30, 2021, a consent and second amending agreement dated February 14, 2022, a third amending agreement dated April 12, 2022, a consent and fourth amending agreement dated June 27, 2022, a consent and fifth amending agreement dated August 31, 2022, a consent and sixth amending agreement dated February 16, 2023, a consent and seventh amending agreement dated April 28, 2023, a consent and eighth amending agreement dated November 3, 2023, a consent and ninth amending agreement dated January 31, 2024, a consent and tenth amending agreement dated March 15, 2024, and as further amended, restated, supplemented or otherwise modified from time to time, by and among Wells Fargo Finance Corporation Canada, as Administrative Agent, Teal Cedar and Teal Jones Lumber Sales LLC, as Borrowers, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto, or in connection with the Support Agreement, dated April 30, 2024 by and among Teal Cedar and Teal Jones Lumber Sales LLC, as Borrowers, Wells Fargo Finance Corporation Canada, as Agent, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof) ~~including but not limited to~~; it being understood that all Claims or Encumbrances by or in favour of WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Administrative Agent, and all Claims or Encumbrances by or in favour of the Interim Lenders (as defined in the Second Amended and Restated Initial Order of this Court dated May 10, 2024), in each case, on, against or over all current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated (including all proceeds thereof), of TEAL JONES LUMBER SERVICES INC. (other than the Acquired Interests) shall remain in full force and effect and not be expunged, discharged or deleted, and for greater certainty, the UCC Financing Statement # 2016-159-6408-8, as filed in the U.S. State of Washington, shall remain in full force and effect and not be expunged, discharged or deleted (other than with respect to the Acquired Interests, the release of which shall be reflected in a UCC-3 financing statement amendment providing for the release of all Claims or Encumbrances on, against or over the Acquired Interests).
5. Any and all Claims or Encumbrances by ROYAL BANK OF CANADA or HSBC BANK CANADA, as Agent and/or Lender, on, against or over the Acquired Interests held by TEAL JONES LUMBER SERVICES INC., ~~and the Acquired Interests~~, in connection with (a) the Pari Passu Agreement between HSBC ~~and BDC Bank Canada and Business Development Bank of Canada~~, dated May 7, 2021, as amended, or (b) the Amended & Restated Facility Letter, dated November 3, 2023, by and among ~~RBC~~ Royal Bank of Canada, as Lender (and the acting successor to HSBC Bank Canada), Teal Cedar, as Borrower, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof) ~~including but not limited to~~; it being understood that all Claims or Encumbrances by or in favour of ROYAL BANK OF CANADA or HSBC BANK CANADA, as Agent and/or Lender, on, against or over all current and future assets (including all proceeds thereof), of TEAL JONES LUMBER SERVICES INC. (other than the Acquired Interests) shall remain in full force and effect and not be expunged,

discharged or deleted, and for greater certainty the UCC Financing Statement # 2023-118-3195-7, as filed in the U.S. State of Washington, shall remain in full force and effect and not be expunged, discharged or deleted (other than with respect to the Acquired Interests, the release of which shall be reflected in a UCC-3 financing statement amendment providing for the release of all Claims or Encumbrances on, against or over the Acquired Interests).

6. Any and all Claims or Encumbrances by BUSINESS DEVELOPMENT BANK OF CANADA, as Agent and/or Lender, on, against or over the Acquired Interests held by TEAL JONES LUMBER SERVICES INC., and the Acquired Interests, in connection with (a) the Pari Passu Agreement between HSBC ~~and BDC~~ Bank Canada and Business Development Bank of Canada, dated May 7, 2021, as amended, or (b) the Letters of Offer representing three loans, numbered 202476-01, 202476-02 and 202476-03, dated January 14, 2022, January 22, 2022, and February 15, 2023, as amended thereafter, by and ~~BDC~~ among Business Development Bank of Canada, as Lender, Teal Cedar, as Borrower, and TJ Louisiana and Seller, as Subsidiary Guarantors, among other parties thereto (and, in each case, any supplements, addenda, annexes, restatements or further amendments thereof), ~~for loans number 202476-01, 202476-02 and 202476-03, including but not limited to;~~ it being understood that all Claims or Encumbrances by or in favour of BUSINESS DEVELOPMENT BANK OF CANADA, as Agent and/or Lender, on, against or over all current and future assets (including all proceeds thereof), of TEAL JONES LUMBER SERVICES INC. (other than the Acquired Interests) shall remain in full force and effect and not be expunged, discharged or deleted, and for greater certainty the UCC Financing Statement # 2021-097-2534-5, as filed in the U.S. State of Washington, shall remain in full force and effect and not be expunged, discharged or deleted (other than with respect to the Acquired Interests, the release of which shall be reflected in a UCC-3 financing statement amendment providing for the release of all Claims or Encumbrances on, against or over the Acquired Interests).

No. S-242700
Vancouver Registry

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ARRANGEMENT OF THE TEAL-JONES GROUP AND
THOSE OTHER PARTIES LISTED IN SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

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AM/nk

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 4/14/2025 9:44:37 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
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Modified DMS: iw://cloudimanage.com/FIRMDOCS/56339371/14	
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Format changes	0
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