Jean-Philippe Gervais

De:

Walt Schaefer < Walt. Schaefer@lpcorp.com>

Envoyé:

20 août 2015 12:27

À:

Jean-Philippe Gervais

Cc:

Tom Keeland

Objet:

RE: Bankruptcy of TAG

Dear Mr. Gervais - This is in response to your recent email message.

Let me clarify the status of certain items that were part of the transaction between Louisiana-Pacific Canada Ltd. (LPC) and 6926614 (TAG) dated October 31, 2008. If you refer to Article 13.1 of that Agreement, you will see that the parties agreed that TAG "has paid for and owns each of the kiln, planer and sawdust collector located on the OSB Immovable." These are three pieces of equipment.

Although other factors regarding this Agreement and commitments TAG undertook regarding the removal of this equipment which never occurred (leading to a default under the Agreement) may make the language of Article 13 incorrect, LPC would be willing to allow a successor entity, permitted by the Trustee to purchase the sawmill site, to enter LPC's real property to remove the referenced equipment to relocate such to the sawmill site. Any agreement to do so must be conditioned on prompt action by the successor entity, appropriate insurance coverage and other customary requirements to assure that no damage to the buildings or OSB Immovable property is incurred. To the extent parts of the buildings must be removed we would require them to be returned to their original condition.

With respect to the easement we have discussed, counsel for LPC would undertake to prepare necessary documents and a survey, but these actions would need to be taken on the basis that a retainer would be paid to counsel by or on behalf of the successor entity that would cover the cost of preparing and executing the required materials. The easement would be conditioned on the successor entity maintaining the property subject to easement.

Please include Tom Keeland, LP's Real Estate Manager, in our further discussions of these matters.

With best wishes.

Walt Schaefer