
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): November 4, 2010

Commission File Number 1-7107

LOUISIANA-PACIFIC CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

1-7107
Commission
File Number

93-0609074
(IRS Employer
Identification No.)

414 Union Street, Suite 2000, Nashville, TN 37219
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (615) 986-5600

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 1.01. Entry into Material Definitive Agreement.

On November 5, 2010, Louisiana-Pacific Corporation (“LP”) and certain of its subsidiaries entered into a third amendment (the “Third Amendment”), dated November 5, 2010, to its loan and security agreement (the “Revolving Credit Agreement”), dated March 10, 2009, with the lenders party thereto and Bank of America, N.A., as administrative agent. Among other changes, the Third Amendment: (1) reduced the commitment fees, letter of credit fees and interest rates payable under the Revolving Credit Agreement; and (2) increased LP’s flexibility to make certain acquisitions and investments and to prepay certain intercompany loans. In addition, the Third Amendment modified the financial covenant that requires LP to maintain a fixed charge coverage ratio (as defined in the Revolving Credit Agreement) of 1.10 to 1.00 so that such covenant is only required to be maintained if LP’s total excess availability (as defined in the Revolving Credit Agreement) is less than \$15 million. Previously, LP was required to maintain such covenant if total excess availability, plus any borrowing base capacity in excess of the \$100 million of lender commitments (up to \$20 million), was less than \$50 million. A copy of the Third Amendment is attached hereto as Exhibit 10.1.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective November 4, 2010, LP eliminated the position of Corporate Controller and reassigned the duties associated with that position within LP’s accounting organization. In connection with the elimination of this position, Jeffrey D. Poloway ceased to serve as LP’s principal accounting officer as of such date.

Effective November 4, 2010, LP’s Board of Directors named Becky Barckley, 47, LP’s Principle Accounting Officer. Ms. Barckley has served as LP’s Controller–Financial Reporting since 1999.

Item 5.03. Amendments to Articles of Incorporation or Bylaws, Change in Fiscal Year.

On November 4, 2010, the Company amended its Bylaws to increase the mandatory retirement age for directors from 72 to 75. A copy of the amended Bylaws is attached hereto as Exhibit 3.2.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
3.2	Bylaws of Louisiana-Pacific Corporation, dated November 5, 2010.
10.1	Third Amendment to Loan and Security Agreement, dated November 5, 2010, among the Company, certain of its subsidiaries, the lenders party thereto and Bank of America, N.A., as administrative agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LOUISIANA-PACIFIC CORPORATION

By: /s/ CURTIS M. STEVENS

Curtis M. Stevens

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: November 9, 2010

Exhibit Index

Exhibit
Number

Description

- | | |
|------|---|
| 3.2 | Bylaws of Louisiana-Pacific Corporation, dated November 5, 2010. |
| 10.1 | Third Amendment to Loan and Security Agreement, dated November 5, 2010, among the Company, certain of its subsidiaries, the lenders party thereto and Bank of America, N.A., as administrative agent. |

LOUISIANA-PACIFIC CORPORATION

Index to Bylaws

ARTICLE I.	STOCKHOLDERS' MEETINGS	1
Section 1.	Annual Meeting	1
Section 2.	Special Meetings	1
Section 3.	Place of Meetings	1
Section 4.	Notice of Meeting	1
Section 5.	Quorum	2
Section 6.	Organization	2
Section 7.	Conduct of Business	2
Section 8.	Voting	2
Section 9.	Proxies	3
Section 10.	List of Stockholders	3
Section 11.	Inspectors	3
Section 12.	Denial of Action by Consent of Stockholders	3
Section 13.	Nominations for Director	3
Section 14.	Notice of Stockholder Business	4
ARTICLE II.	BOARD OF DIRECTORS	5
Section 1.	General Powers	5
Section 2.	Number, Classification, Election and Qualification	5
Section 3.	Place of Meetings	5
Section 4.	Regular Meetings	5
Section 5.	Special Meetings	5
Section 6.	Notice	6
Section 7.	Quorum and Manner of Acting	6
Section 8.	Organization	6
Section 9.	Resignations	6
Section 10.	Vacancies and Newly Created Directorships	7
Section 11.	Removal of Directors	7
Section 12.	Compensation	7
Section 13.	Board and Committee Action Without Meeting	7
Section 14.	Board and Committee Telephonic Meetings	7
Section 15.	Mandatory Retirement Age	7
ARTICLE III.	EXECUTIVE AND OTHER COMMITTEES	8
Section 1.	Executive and Other Committees	8
Section 2.	General	8

ARTICLE IV.	EXCEPTIONS TO NOTICE REQUIREMENTS	8
Section 1.	Waiver of Notice	9
Section 2.	Unlawful Notice	9
ARTICLE V.	OFFICERS	9
Section 1.	Number, Election and Qualification	9
Section 2.	Resignations	9
Section 3.	Removal	10
Section 4.	Vacancies	10
Section 5.	Chairman	10
Section 6.	Chief Executive Officer	10
Section 7.	Vice Presidents	10
Section 8.	Secretary	10
Section 9.	Treasurer	11
Section 10.	Additional Powers and Duties	11
Section 11.	Compensation	11
ARTICLE VI	INDEMNIFICATION	11
Section 1.	General	11
Section 2.	Employee Benefit or Welfare Plan Fiduciary Liability	12
Section 3.	Persons Not to be Indemnified Under Section 2	12
Section 4.	Advances of Expenses	12
Section 5.	Mandatory Indemnification in Certain Circumstances	13
Section 6.	Right to Indemnification upon Application; Procedure upon Application	13
Section 7.	Enforcement of Rights	13
Section 8.	Bylaws as Contract; Non-Exclusivity	14
ARTICLE VII	STOCK AND TRANSFER OF STOCK	14
Section 1.	Stock Certificates	14
Section 2.	Transfers of Shares	14
Section 3.	Regulations, Transfer Agents and Registrars	15
Section 4.	Replacement of Certificates	15
Section 5.	Fixing of Record Date	15
ARTICLE VIII.	FISCAL YEAR	15
ARTICLE IX	SEAL	15
ARTICLE X.	AMENDMENTS	16

BYLAWS OF
LOUISIANA-PACIFIC CORPORATION

ARTICLE I. STOCKHOLDERS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held on the first Friday in the month of May in each year at 10:30 a.m. or at such other time or date in April or May of each year as shall be fixed by the Board of Directors, for the election of directors and the transaction of such other business as may properly come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the place of the meeting, the meeting shall be held on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the stockholders for any proper purposes, unless otherwise provided by the law of Delaware, may be called by the Chairman or pursuant to resolution of the Board of Directors and shall be called by the Chairman at the request in writing of a majority of the directors. Business transacted at a special meeting of stockholders shall be confined to the purpose or purposes of the meeting as stated in the notice of the meeting.

Section 3. Place of Meetings. Meetings of the stockholders may be held at such places, within or without the State of Delaware, as the Board of Directors or the officer calling the same shall specify in the notice of such meeting.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman, the Chief Executive Officer, the Secretary, or other persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. When a meeting is adjourned to another time or place, notice of the adjourned meeting need not be given provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, the adjournment is for no more than thirty days, and after the adjournment no new record date is fixed for the adjourned meeting. Notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting if all the conditions of the proviso in the preceding sentence are not met. At an adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

Section 5. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders except as otherwise provided by statute or in the Certificate of Incorporation. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 6. Organization. At each meeting of the stockholders the Chairman, or in his absence or inability to act, the Chief Executive Officer, or in the absence or inability to act of the Chairman and the Chief Executive Officer, a Vice President, or in the absence of all the foregoing, any person chosen by a majority of those stockholders present shall act as chairman of the meeting. The Secretary, or, in his absence or inability to act, the Assistant Secretary or any person appointed by the chairman of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

Section 7. Conduct of Business. The Board of Directors shall have authority to determine from time to time the procedures governing, and the rules of conduct applicable to, annual and special meetings of the stockholders. Except as otherwise determined by the Board of Directors prior to the meeting, the chairman of any stockholders meeting shall determine the order of business and shall have authority in his discretion to adjourn such meeting and to determine the procedures governing such meeting and to regulate the conduct thereof, including, without limitation, imposing restrictions on the persons (other than stockholders of the Corporation or their duly appointed proxies) who may attend any such stockholders meeting, determining whether any stockholder or any proxy may be excluded from any stockholders meeting based upon any determination by the chairman in his sole discretion that any such person has unduly disrupted or is likely to disrupt the proceedings thereat and specifying the circumstances in which any person may make a statement or ask questions at any stockholders meetings.

Section 8. Voting. Except as otherwise provided by statute, the Certificate of Incorporation, or any certificate duly filed pursuant to Section 151 of the Delaware General Corporation Law, each stockholder shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for each share of capital stock held of record by him on the date fixed by the Board of Directors as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or if such record date shall not have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given. Except as otherwise provided by statute, these Bylaws, or the Certificate of Incorporation, any corporate action to be taken by vote of the stockholders shall be authorized by a majority of the total votes, or when stockholders are required to vote by class by a majority of the votes of the appropriate class, cast at a meeting of stockholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute, or determined by the

chairman of the meeting to be advisable, the vote on any question need not be by written ballot and may be by such other means as the chairman deems advisable under the circumstances. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

Section 9. Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of three years from the date thereof, unless otherwise provided in the proxy.

Section 10. List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at the Corporation's corporate headquarters. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 11. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them shall fail to appear or act, the chairman of the meeting may appoint inspectors. The inspectors shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes or ballots, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or ballots, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as inspector of an election of directors. Inspectors need not be stockholders.

Section 12. Denial of Action by Consent of Stockholders. No action required to be taken or which may be taken at any annual or special meeting of the stockholders of the Corporation may be taken without a meeting, and the power of stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied.

Section 13. Nominations for Director. Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of record entitled to vote for the election of directors. Any stockholder entitled to vote for the election of directors may nominate at a meeting persons for election as directors only if

written notice of such stockholder's intent to make such nomination is given, either by personal delivery or by certified mail, postage prepaid, addressed to the Chairman at the Corporation's executive offices (i) with respect to an election to be held at an annual meeting of stockholders, not later than the close of business on the 45th calendar day prior to the first anniversary of the initial mailing date of the Corporation's proxy materials for the preceding year's annual meeting, provided that if the date of the annual meeting at which an election is to be held is more than 30 calendar days before or after the preceding year's annual meeting, such notice must be received by the close of business on the later of the 10th day following the date on which the date of such meeting is first publicly announced and the 75th calendar day prior to the date of such meeting, and (ii) with respect to an election to be held at a special meeting of stockholders for the election of directors, not later than the close of business on the seventh day following the date on which notice of such meeting is first given to stockholders. Each such notice shall set forth: (a) the name and address, as they appear on the Corporation's stock ledger, of the stockholder who intends to make the nomination and the name and address of each person to be nominated; (b) a representation that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear at the meeting in person or by proxy to nominate the person or persons specified in the notice for election as directors; (c) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such stockholder; (d) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission were such nominee to be nominated by the Board of Directors; and (e) the signed consent of each proposed nominee to serve as a director of the Corporation if so elected. The chairman of any meeting of stockholders to elect directors may refuse to permit the nomination of any person to be made without compliance with the foregoing procedure.

Section 14. Notice of Stockholder Business. At any annual meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (a) pursuant to the Corporation's notice of meeting pursuant to Section 4 of this Article, (b) by or at the direction of the Board of Directors or (c) by any stockholder of record of the Corporation who complies with the notice procedures set forth in this Section 14. For business to be properly brought before an annual meeting by any such stockholder, the stockholder must give written notice thereof to the Chairman, either by personal delivery or by certified mail, postage prepaid, addressed to the Chairman at the Corporation's executive offices not later than the close of business on the 45th calendar day prior to the first anniversary of the initial mailing date of the Corporation's proxy materials for the preceding year's annual meeting, provided that if the date of the annual meeting is more than 30 calendar days before or after the preceding year's annual meeting, such notice must be received by the close of business on the later of the 10th day following the date on which the date of such meeting is first publicly announced and the 75th calendar day prior to the date of such meeting. Each such notice shall set forth as to each matter the stockholder proposes to bring before the

annual meeting the information with respect to stockholder proposals presented for inclusion in the Corporation's proxy materials required by Rule 14a-8 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any rule or regulation adopted to replace such rule. The chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that any such business was not properly brought before the meeting in accordance with the provisions of this Section 14, and if he should so determine, he shall so declare to the meeting and such business not properly brought before the meeting shall not be transacted.

ARTICLE II. BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

Section 2. Number, Classification, Election and Qualification. The number of directors of the Corporation shall be eight, but, by vote of a majority of the entire Board of Directors or amendment of these Bylaws, the number thereof may be increased or decreased to such greater or lesser number (not less than three) as may be so provided. At the first election of directors by the stockholders, the directors shall be divided into three classes; the term of office of those of the first class to expire at the first annual meeting thereafter; of the second class at the second annual meeting thereafter; and of the third class at the third annual meeting thereafter. At each annual election held after such classification and election, directors shall be elected to succeed those whose terms expire, each such newly elected director to hold office for a term of three years and until his successor is elected or until his death, resignation, retirement or removal. Except as otherwise provided by statute or these Bylaws, directors shall be elected at the annual meeting of the stockholders, and the persons receiving a plurality of the votes cast at such election shall be elected, provided that a quorum is present at the meeting. Directors need not be stockholders.

Section 3. Place of Meetings. Meetings of the Board of Directors may be held at such place, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice or waiver of notice of such meeting.

Section 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of stockholders for the purpose of electing officers and the transaction of other business. The Board of Directors may provide by resolution the time and place, either within or without the State of Delaware, for holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the Chief Executive Officer or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Delaware, as the place for holding any special meeting of the Board of Directors called by them.

Section 6. Notice. Notice of any special meeting shall be given personally or by telephone to each director at least twenty-four hours before the time at which the meeting is to be held or shall be mailed to each director, postage prepaid, at his residence or business address at least three days before the day on which the meeting is to be held; provided that, in the case of any special meeting to be held by conference telephone or similar communications equipment, notice of such meeting may be given personally or by telephone to each director not less than six hours before the time at which the meeting is to be held. Except as otherwise specifically provided in these Bylaws, neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice of the meeting.

Section 7. Quorum and Manner of Acting. A majority of the entire Board of Directors shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, except that one-third of the entire Board of Directors present in person at a meeting shall constitute a quorum if the Chairman is present at the meeting. Except as otherwise specifically required by statute or the Certificate of Incorporation, the vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present or, if no director be present, the Secretary may adjourn such meeting to another time and place. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Except as provided in Article III of these Bylaws, the directors shall act only as a board of directors and the individual directors shall have no power as such.

Section 8. Organization. At each meeting of the Board of Directors, the Chairman (or, in his absence or inability to act, the Chief Executive Officer, or, in the Chief Executive Officer's absence or inability to act or if he is not a director, another director chosen by a majority of the directors present) shall act as chairman of the meeting. The Secretary (or, in his absence or inability to act, any person appointed by the chairman of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 9. Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the Chairman, the Chief Executive Officer, or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10. Vacancies and Newly Created Directorships. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and any director so chosen shall hold office until the next election of the class for which such director has been chosen and until his successor is elected and qualified, or until his earlier resignation or removal. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 11. Removal of Directors. All or any number of the directors may be removed at any time, but only for cause and only by the affirmative vote of the holders of at least 75 percent of the outstanding Common Stock of the Corporation at a meeting of the stockholders expressly called for that purpose. A vacancy in the Board of Directors caused by any such removal may be filled by such stockholders at such meeting, or if the stockholders shall fail to fill such vacancy, as in these Bylaws provided.

Section 12. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity, provided, no such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor, except to the extent the listing standards of the New York Stock Exchange provide otherwise.

Section 13. Board and Committee Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 14. Board and Committee Telephonic Meetings. A director or a member of a committee designated by the Board of Directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

Section 15. Mandatory Retirement Age. The date upon which a director shall retire from service as a director of this Corporation shall be the date of the next annual meeting of stockholders following the date the director attains age 75 and no person who has attained the age of 75 shall become a nominee for election as a director of the Corporation.

ARTICLE III. EXECUTIVE AND OTHER COMMITTEES

Section 1. Executive and Other Committees. The Board of Directors may, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (ii) adopting, amending or repealing these Bylaws. Each committee shall keep written minutes of its proceedings and shall report such minutes to the Board of Directors when required. All such proceedings shall be subject to revision or alteration by the Board of Directors, provided, however, that third parties shall not be prejudiced by such revision or alteration.

Section 2. General. A majority of any committee may determine its action and establish the time, place and procedure for its meetings, unless the Board of Directors shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Article II, Section 6 or as the Board of Directors may otherwise provide. The Board of Directors shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board of Directors from appointing one or more committees consisting in whole or in part of persons who are not directors of the Corporation; provided, however, that no such committee shall have or may exercise any authority of the Board of Directors.

ARTICLE IV. EXCEPTIONS TO NOTICE REQUIREMENTS

Section 1. Waiver of Notice. Whenever notice is required to be given under these Bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 2. Unlawful Notice. Whenever notice is required to be given under these Bylaws to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice has been duly given.

ARTICLE V. OFFICERS

Section 1. Number, Election and Qualification. The elected officers of the Corporation shall be a Chairman, a Chief Executive Officer, one or more Vice Presidents (one or more of whom may be designated Executive Vice President or Senior Vice President), a Secretary, and a Treasurer. Such officers shall be elected from time to time by the Board of Directors, each to hold office until the meeting of the Board of Directors following the next annual meeting of the stockholders and until his successor is elected and qualified, or until his earlier resignation or removal. The Chairman shall be elected from among the directors. The Board of Directors may from time to time appoint such other officers (including a Chairman of the Executive Committee, a President, a Controller and one or more Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Controllers), and such agents, as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties as may be prescribed by the Board of Directors and shall hold office during the pleasure of the Board of Directors. Any two or more offices may be held by the same person. No person who is serving as an officer or director of Georgia-Pacific Corporation shall concurrently serve as an officer of the Corporation.

Section 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the Chairman, the Chief Executive Officer, or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Removal. Any officer or agent of the Corporation may be removed either with or without cause, at any time, by the Board of Directors, except that a vote of a majority of the entire Board of Directors shall be necessary for the removal of an elected officer. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these Bylaws for the regular election or appointment of such office.

Section 5. Chairman. The Chairman shall preside, when present, at all meetings of the stockholders and of the Board of Directors and, in the absence of the Chairman of the Executive Committee, at all meetings of the Executive Committee. He shall have general power to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal; to sign stock certificates; and such other powers as may be vested in him by the Board of Directors. In the absence or disability of the Chairman, his duties shall be performed and his powers shall be exercised by the Chief Executive Officer or, in the Chief Executive Officer's absence or inability to act or if he is not a director, another director chosen by a majority of the directors present.

Section 6. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors and to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman, he shall have general direction and control over the operations of the Corporation and over the management of its business, properties, and affairs. He shall have general power to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal; to sign stock certificates; to remove or suspend such employees or agents as shall not have been elected or appointed by the Board of Directors; and such other powers or duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Vice Presidents. The several Vice Presidents shall perform all such duties and services as shall be assigned to or required of them from time to time, by the Board of Directors or the Chief Executive Officer, respectively, and unless their authority be expressly limited shall act in the order of their election in the place of the Chief Executive Officer, exercising all his powers and performing his duties, during his absence or disability. The Board of Directors however, may from time to time designate the relative positions of the Vice Presidents of the Corporation and assign to any one or more of them such particular duties as the Board of Directors may think proper.

Section 8. Secretary. The Secretary shall attend to the giving of notice of all meetings of stockholders and of the Board of Directors and shall record all of the proceedings of such meetings in a book to be kept for that purpose. He shall have charge of the corporate seal and have authority to attest any and all instruments or

writings to which the same may be affixed. He shall keep and account for all books, documents, papers and records of the Corporation, except those which are hereinafter directed to be in charge of the Treasurer. He shall have authority to sign stock certificates and shall generally perform all the duties usually appertaining to the office of secretary of a corporation. In the absence of the Secretary, an Assistant Secretary or Secretary pro tempore shall perform his duties.

Section 9. Treasurer. The Treasurer shall have the care and custody of all moneys, funds and securities of the Corporation, and shall deposit or cause to be deposited all funds of the Corporation in and with such depositories as shall, from time to time, be designated by the Board of Directors or by such officers of the Corporation as may be authorized by the Board of Directors to make such designation. He shall have power to sign stock certificates; to indorse for deposit or collection, or otherwise, all checks, drafts, notes, bills of exchange or other commercial paper payable to the Corporation, and to give proper receipts or discharges therefor. He shall keep all books of account relating to the business of the Corporation, and shall render a statement of the Corporation's financial condition whenever required so to do by the Board of Directors, the Chairman or the Chief Executive Officer. In the absence of the Treasurer, the Board of Directors shall appoint an Assistant Treasurer to perform his duties.

Section 10. Additional Powers and Duties. In addition to the foregoing enumerated duties and powers, the several officers of the Corporation shall perform such other duties and exercise such further powers as may be provided by these Bylaws or as the Board of Directors may from time to time determine or as may be assigned to them by any competent superior officer.

Section 11. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation, but any such officer who shall also be a director shall not have any vote in the determination of the amount of compensation paid to him.

ARTICLE VI. INDEMNIFICATION

Section 1. General. The Corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto against all expenses (including, without limitation, attorneys' fees), judgments, fines (including excise taxes) and amounts paid in settlement (collectively, "Losses") incurred in connection with any action, suit, or proceeding, whether threatened, pending, or completed (collectively, "Proceedings") to which such person was or is a party or is threatened to be made a party by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding initiated by such person only if such Proceeding was authorized by the Board of Directors of the Corporation.

Section 2. Employee Benefit or Welfare Plan Fiduciary Liability. In addition to any indemnification pursuant to Section 1 of this Article, but subject to the express exclusions set forth in Section 3 of this Article, the Corporation shall indemnify any natural person who is or was serving at the direction or request of the Corporation in a fiduciary capacity with respect to an employee benefit or welfare plan covering one or more employees of the Corporation or of an affiliate of the Corporation, or who is or was performing any service or duty on behalf of the Corporation with respect to such a plan, its participants or beneficiaries, against all Losses incurred by such person in connection with any Proceeding arising out of or in any way connected with such service or performance, to the extent such Losses are insurable under applicable law but are not covered by collectible insurance or indemnified pursuant to Section 1 of this Article. This Section is intended to provide a right to indemnification as permitted by Section 145(f) of the Delaware General Corporation Law.

Section 3. Persons Not to be Indemnified Under Section 2. No indemnification shall be made under Section 2 of this Article to any person (other than an employee of the Corporation or of an affiliate of the Corporation) who was or is acting as a lawyer, accountant, actuary, investment adviser or arbitrator with respect to an employee benefit or welfare plan against any expense, judgment, fine or amount paid in settlement incurred by such person in connection with any action, suit or proceeding arising out of or in any way connected with his actions in such capacity. No indemnification shall be made under Section 2 of this Article to any person determined (in the manner prescribed by Section 145(d) of the Delaware General Corporation Law) to have participated in, or to have had actual knowledge of and have failed to take appropriate action with respect to, any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto or by the common or statutory law of the United States of America or any state or jurisdiction therein, knowing such in either case to have been a violation of such responsibilities, obligations or duties.

Section 4. Advances of Expenses. Except as limited by the other provisions of this Section, the Corporation shall pay promptly (and in any event within 60 days of receipt of the written request of the person who may be entitled to such payment) all expenses (including but not limited to attorneys' fees) incurred in connection with any Proceeding by any person who may be entitled to indemnification under Sections 1 or 2 of this Article in advance of the final disposition of such Proceeding. Notwithstanding the foregoing, any advance payment of expenses on behalf of a director or officer of the Corporation shall be, and if the Board of Directors so elects, any advance payment of expenses on behalf of any other person who may be entitled to indemnification under Sections 1 or 2 of this Article may be, conditioned upon the receipt by the Corporation of an undertaking by or on behalf of such director, officer, or other person to repay the amount advanced in the event that it is ultimately determined that such director, officer,

or person is not entitled to indemnification; provided that such advance payment of expenses shall be made without regard to the ability to repay the amounts advanced. Notwithstanding the foregoing, no advance payment of expenses shall be made by the Corporation if a determination is reasonably and promptly made by a majority vote of directors who are not parties to such Proceeding, even though less than a quorum, or if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, that, based upon the facts known to such directors or counsel at the time such determination is made following due inquiry, (a) in the case of a person who may be entitled to indemnification under Section 1, such person did not act in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal proceeding, such person had reasonable cause to believe his conduct was unlawful, or (b) in the case of a person who may be entitled to indemnification under Section 2, such person is not entitled to indemnification under the standard set forth in the second sentence of Section 3. Nothing in this Article VI shall require any such determination to be made as a condition to making any advance payment of expenses, unless the Board of Directors so elects.

Section 5. Mandatory Indemnification in Certain Circumstances. To the extent that a director, officer, employee, or agent has been successful on the merits or otherwise in the defense of any Proceeding referred to Section 1 or Section 2 of this Article, or in the defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 6. Right to Indemnification upon Application; Procedure upon Application. Any indemnification under Sections 1 or 2 shall be made promptly, and in any event within 60 days of receipt of the written request of the person who may be entitled thereto following the conclusion of such person's participation in any Proceeding or which indemnity is sought, unless with respect to such written request, a determination is reasonably and promptly made by a majority vote of directors who are not parties to the Proceeding, even though less than a quorum, or if there are no such directors, or if such directors so direct, by independent legal counsel that, based upon the facts known to such directors or counsel at the time such determination is made following due inquiry, (a) in the case of a person who may be entitled to indemnification under Section 1, such person did not act in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal proceeding, such person had reasonable cause to believe his conduct was unlawful, or (b) in the case of a person who may be entitled to indemnification under Section 2, such person is not entitled to indemnification under the standard set forth in the second sentence of Section 3.

Section 7. Enforcement of Rights. The right to indemnification or to an advance of expenses as granted by this Article shall be enforceable by any person entitled thereto in any court of competent jurisdiction, if the Board of Directors or independent legal counsel denies the claim, in whole or in part, or if no disposition of

such claim is made within 100 days of receipt by the Board of Directors of such person's written request for indemnification or an advance of expenses. Such person's expenses (including but not limited to attorneys' fees) incurred in connection with successfully establishing his right to indemnification or an advance of expenses, in whole or in part, in any such proceedings shall also be indemnified by the Corporation.

Section 8. Bylaws as Contract; Non-Exclusivity. All rights to indemnification and advances or expenses under this Article shall be deemed to be provided by a contract between the Corporation and each person entitled thereto. Any repeal or modification of these Bylaws shall not impair or diminish any rights or obligations existing at the time of such repeal or modification. The rights granted by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or an advance of expenses may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The rights granted by this Article VI shall extend to the estate, heirs or legal representatives of any person entitled to indemnification or an advance of expenses hereunder who is deceased or incompetent.

ARTICLE VII. STOCK AND TRANSFER OF STOCK

Section 1. Stock Certificates. Every holder of stock in this Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board of Directors, certifying the number of shares of stock of this Corporation owned by him signed by or in the name of this Corporation by the Chairman, or the Chief Executive Officer or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer. Any of or all the signatures on the certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 2. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made on the stock records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent, and on surrender of the certificate or certificates for such shares properly indorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person in whose name any share or shares stand on the record of stockholders as the owner of such share or shares for all purposes, including, without limitation, the rights to receive dividends or other distributions, and to vote as such owner, and the Corporation may hold any such stockholder of record liable for calls and assessments and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in any such share or shares on the part of any other person whether

or not it shall have express or other notice thereof. Whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact shall be stated in the entry of the transfer if, when the certificates are presented for transfer, both the transferor and transferee request the Corporation to do so.

Section 3. Regulations, Transfer Agents and Registrars. The Board of Directors may make such additional rules and regulations, not inconsistent with these Bylaws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation. It may appoint and change from time to time one or more transfer agents and one or more registrars and may require all certificates for shares of stock to bear the signatures of any of them.

Section 4. Replacement of Certificates. In the event of the loss, theft, mutilation or destruction of any certificate for shares of stock of the Corporation, a duplicate thereof may be issued and delivered to the owner thereof, provided he makes a sufficient affidavit setting forth the material facts surrounding the loss, theft, mutilation or destruction of the original certificates and gives a bond to the Corporation, in such sum limited or unlimited, and in such form and with such surety as the Board of Directors may authorize indemnifying the Corporation, its officers and, if applicable, its transfer agents and registrars, against any losses, costs and damages suffered or incurred by reason of such loss, theft, mutilation or destruction of the original certificate and replacement thereof.

Section 5. Fixing of Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX. SEAL

The Board of Directors shall provide a corporate seal, which shall be in such form as the Board of Directors shall determine.

ARTICLE X. AMENDMENTS

These Bylaws may be amended or repealed, or new Bylaws may be adopted, at any annual or special meeting of the stockholders, by the affirmative vote of the holders of at least 75 percent of the outstanding Common Stock of the Corporation; provided, however, that the notice of such meeting shall have been given as provided in these Bylaws, which notice shall mention that amendment or repeal of these Bylaws, or the adoption of new Bylaws, is one of the purposes of such meeting. These Bylaws may also be amended or repealed or new Bylaws may be adopted, by the Board of Directors by the vote of two-thirds of the entire Board of Directors.

**THIRD AMENDMENT
TO LOAN AND SECURITY AGREEMENT**

THIS THIRD AMENDMENT (this "Amendment"), dated as of November 5, 2010, by and among LOUISIANA-PACIFIC CORPORATION, a Delaware corporation (the "Company"), the U.S. Subsidiaries of the Company listed on the signature pages hereto (together with the Company, the "U.S. Borrowers"), the Canadian Subsidiaries of the Company listed on the signature pages hereto (the "Canadian Borrowers" and together with the U.S. Borrowers, the "Borrowers"), the Lenders party to the Loan and Security Agreement referenced below (the "Lenders") and BANK OF AMERICA, N.A., as the Administrative Agent (the "Agent") for the Lenders.

STATEMENT OF PURPOSE

The Borrowers, the Lenders and the Agent are parties to that certain Loan and Security Agreement dated as of March 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

The Borrowers have requested that the Agent and the Lenders agree to amend the Loan Agreement in certain respects, as more specifically set forth herein.

Subject to the terms and conditions set forth herein, the Agent and the Lenders have agreed to grant such requests of the Borrowers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 Capitalized Terms. All capitalized undefined terms used in this Amendment (including, without limitation, in the Statement of Purpose hereto) shall have the meanings assigned thereto in the Loan Agreement.

SECTION 2 Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 Deleted Definition. The definition of "Adjusted Total Excess Availability" contained in Section 1 of the Loan Agreement is hereby deleted in its entirety.

2.2 New Definition to be Added to Section 1 of the Loan Agreement. The following new definition is hereby added to Section 1 of the Loan Agreement in appropriate alphabetical order to read in its entirety as follows:

"Collateralized Letters of Credit" shall mean all U.S. Letters of Credit or Canadian Letters of Credit that have been cash collateralized (in the applicable currency) in an amount not less than one hundred five percent (105%) of the stated amount of such U.S. Letter of Credit or Canadian Letter of Credit, which such cash collateral has been deposited in a deposit account with the Agent and under the sole control of the Agent (which the Loan Parties shall not be permitted to access).

2.3 Amended Definitions. The following definitions in Section 1 of the Loan Agreement are hereby amended and restated in their entirety to read as follows:

“Applicable Percentage” shall mean for Eurodollar Rate Loans, Canadian BA Rate Loans, Base Rate Loans, and Canadian Base Rate Loans, the appropriate applicable percentages corresponding to the Level of Average Excess Availability determined as of the most recent Calculation Date as shown below:

Level	Average Excess Availability	Applicable Percentage for Eurodollar Rate and Canadian BA Rate Loans	Applicable Percentage for Base Rate and Canadian Base Rate Loans
1	Less than \$30,000,000	2.75%	2.75%
2	Greater than or equal to \$30,000,000 but less than \$65,000,000	2.50%	2.50%
3	Greater than or equal to \$65,000,000	2.25%	2.25%

The Applicable Percentage shall be determined and adjusted quarterly on the date (each a “Calculation Date”) five (5) Business Days after the date on which the Administrative Borrower provides the Borrowing Base Certificate in accordance with the provisions of Section 7.1(a) hereof for the last month of the applicable quarterly period or such quarterly period, as applicable; provided that (i) the initial Applicable Percentages shall be based on Level 3 (as shown above) and shall remain at Level 3 until March 31, 2009, and, thereafter, the Level shall be determined by the Average Excess Availability for the applicable quarterly period, and (ii) if the Administrative Borrower fails to provide the Borrowing Base Certificate to Agent as required by and within the time limits set forth in Section 7.1(a) hereof, the Applicable Percentage from the applicable date of such failure shall be based on Level 1 until one (1) Business Day after the applicable Borrowing Base Certificate is provided, whereupon the Level shall be determined by the Average Excess Availability as of the most recent Calculation Date. Except as set forth above, each Applicable Percentage shall be effective from one Calculation Date until the next Calculation Date. Upon any increase in the Maximum Credit pursuant to Section 2.5 hereof, each of the dollar amounts set forth in the grid above shall be increased by the proportionate percentage amount of the increase in the Maximum Credit.

“Collateralized Letter of Credit Obligations” shall mean the amount of Letter of Credit Obligations in respect of Collateralized Letters of Credit.

“Commitment Fee Rate” shall mean, on any date of calculation, (a) if the average daily Aggregate Outstandings during the immediately preceding calendar quarter (or part thereof) is less than or equal to fifty percent (50%) of the Maximum Credit then in effect, one-half of one percent (0.50%) per annum or (b) if the average daily Aggregate Outstandings during the immediately preceding calendar quarter (or part thereof) exceeds fifty percent (50%) of the Maximum Credit then in effect, three-eighths of one percent (0.375%) per annum.

“Maturity Date” shall mean September 10, 2012.

2.4 Amendment to Definition of “Permitted Acquisition”. Clauses (d) and (e) of the definition of “Permitted Acquisition” in Section 1 of the Loan Agreement are hereby amended to read in their entirety as follows:

(d) [Reserved.]

(e)(i) immediately before and after giving effect to such Acquisition, Excess Liquidity, as determined by Agent, shall not be less than \$100,000,000 and Total Excess Availability, as determined by Agent, shall not be less than \$50,000,000 and (ii) after giving effect to such Acquisition, the projected Excess Liquidity for each month in the twelve (12) month period commencing on the day on which such Acquisition occurs shall not be less than \$100,000,000 and Total Excess Availability for each month in the twelve (12) month period commencing on the day on which such Acquisition occurs shall not be less than \$50,000,000;

2.5 Amendment to Section 3.2(b) of the Loan Agreement. Section 3.2(b) of the Loan Agreement is hereby amended to read in its entirety as follows:

(b)(i) In consideration for the issuance of U.S. Letters of Credit hereunder, the U.S. Borrowers shall pay to Agent, for the account of Lenders, a fee at a per annum rate for each day from the date of issuance thereof to the date of expiration equal to (A) in respect of U.S. Letters of Credit (other than Collateralized Letters of Credit), the Applicable Percentage for Eurodollar Rate Loans and (B) in respect of U.S. Letters of Credit that are Collateralized Letters of Credit, one and one-quarter percent (1.25%), in each case, on the average daily maximum amount available to be drawn under all of such U.S. Letters of Credit for the immediately preceding calendar quarter (or part thereof), payable in arrears as of the first day of each succeeding calendar quarter, computed for each day from the date of issuance to the date of expiration; provided that U.S. Borrowers shall pay, at Agent’s option, upon prior written notice, such fee at a rate two percent (2%) greater than the otherwise applicable rate on such average daily maximum amount for: (i) the period from and after the Termination Date until the Lenders have received full and final payment on all outstanding Obligations (notwithstanding entry of a judgment against any Loan Party) and (ii) the period from and after the date of the occurrence of an Event of Default for so long as such Event of Default is continuing. Such letter of credit fees shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed and the obligation of U.S. Borrowers to pay such fee shall survive the termination of this Agreement. In addition to the letter of credit fees provided above, U.S. Borrowers shall pay to Issuing Bank for its own account (without sharing with Lenders) a letter of credit fronting fee of one-eighth percent (0.125%), payable in arrears as of the first day of each succeeding calendar quarter, of the average daily maximum amount available to be drawn under each U.S. Letter of Credit computed at a per annum rate for each day from the date of issuance to the date of expiration thereof, negotiation fees agreed to by U.S. Borrowers and Issuing Bank from time to time, the customary charges from time to time of Issuing Bank with respect to the issuance, amendment, transfer, administration, cancellation and conversion of, and drawings under, such U.S. Letters of Credit and in the case of documentary U.S. Letters of Credit, the Issuing Bank’s customary processing fees.

(ii) In consideration for the issuance of Canadian Letters of Credit hereunder, the Canadian Borrowers shall pay to Agent, for the account of Lenders, a fee at a per annum rate for each day from the date of issuance thereof to the date of expiration equal to (A) in respect of Canadian Letters of Credit (other than Collateralized Letters of Credit), the Applicable Percentage for Eurodollar Rate Loans and (B) in respect of Canadian Letters of Credit that are Collateralized Letters of Credit, one and one-quarter percent (1.25%), in each case, on the average daily maximum amount available to be drawn under all of such Canadian Letters of Credit for the immediately preceding calendar quarter (or part thereof), payable in arrears as of the first day of each succeeding calendar quarter, computed for each day from the date of issuance to the date of expiration; provided that Canadian Borrowers shall pay, at Agent's option, upon prior written notice, such fee at a rate two percent (2%) greater than the otherwise applicable rate on such average daily maximum amount for: (i) the period from and after the Termination Date until the Lenders have received full and final payment on all outstanding Canadian Obligations (notwithstanding entry of a judgment against any Loan Party) and (ii) the period from and after the date of the occurrence of an Event of Default for so long as such Event of Default is continuing. Such letter of credit fees shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed and the obligation of Canadian Borrowers to pay such fee shall survive the termination of this Agreement. In addition to the letter of credit fees provided above, Canadian Borrowers shall pay to Issuing Bank for its own account (without sharing with Lenders) a letter of credit fronting fee of one-eighth percent (0.125%), payable in arrears as of the first day of each succeeding calendar quarter, of the average daily maximum amount available to be drawn under each Canadian Letter of Credit computed at a per annum rate for each day from the date of issuance to the date of expiration thereof, negotiation fees agreed to by Canadian Borrowers and Issuing Bank from time to time, the customary charges from time to time of Issuing Bank with respect to the issuance, amendment, transfer, administration, cancellation and conversion of, and drawings under, such Canadian Letters of Credit and in the case of documentary Canadian Letters of Credit, the Issuing Bank's customary processing fees.

2.6 Amendment to Section 7.1(a)(i) of the Loan Agreement. Section 7.1(a)(i) of the Loan Agreement is hereby amended to read in its entirety as follows:

(i) as soon as possible after the end of each month (but in any event within fifteen (15) Business Days after the end thereof), on a monthly basis (A) a Borrowing Base Certificate, (B) inventory reports by location and category (and including the amounts of Inventory and the value thereof at any leased locations and at premises of warehouses, processors or other third parties, as well as Vendor Managed Inventory and Reload Inventory amounts and locations), (C) agings of accounts receivable and agings of accounts payable (and including information indicating the amounts owing to owners and lessors of leased premises, warehouses, processors and other third parties from time to time in possession of any Collateral), (D) schedules of sales made, credits issued and cash received, as well as purchases made, and (E) a schedule detailing the amount of cash and Cash Equivalents (such amount to equal the marked-to-market value for such cash and Cash Equivalents determined not less frequently than monthly (except with respect to auction rate securities, which shall be determined not less frequently than quarterly), based on the Company's current investment practices and policies and identifying restricted cash and illiquid securities) of the Borrowers, a disclosure of Other Investment Deposits (including the creation or

establishment of any such Other Investment Deposits) and calculations of Excess Liquidity and Total Excess Availability (collectively, the “Cash Report”), each of the foregoing in form reasonably satisfactory to the Agent (provided that the Cash Report may be requested by Agent on a more frequent basis than monthly); provided that so long as Excess Liquidity is greater than \$200,000,000 and Aggregate Outstandings (excluding Collateralized Letter of Credit Obligations) are less than \$1,000,000, each of the foregoing reports in this clause (i) shall not be required to be delivered monthly and shall instead be required to be delivered quarterly, as soon as possible after the end of each quarter (but in any event within fifteen (15) Business Days after the end thereof); and

2.7 Amendment to Section 9.6(a) of the Loan Agreement. Clauses (i), (ii) and (iii) of Section 9.6(a) of the Loan Agreement are hereby amended to read in their entirety as follows:

(i) within ninety (90) days after the end of each fiscal year of the Company, audited consolidated financial statements of the Company and its Subsidiaries for such fiscal year, and the accompanying notes thereto, all in reasonable detail, fairly presenting in all material respects the financial position and the results of the operations of the Company and its Subsidiaries as of the end of and for such fiscal year, together with the unqualified opinion of independent certified public accountants with respect to the audited consolidated financial statements, which accountants shall be an independent accounting firm selected by the Administrative Borrower and acceptable to Agent, that such audited consolidated financial statements have been prepared in accordance with GAAP, and present fairly in all material respects the results of operations and financial condition of the Company and its Subsidiaries as of the end of and for the fiscal year then ended. Additionally, if the aggregate net sales of the Loan Parties (as a group) for such fiscal year then ended constitutes an amount less than or equal to eighty-five percent (85%) of the aggregate net sales of the Company and its Subsidiaries, determined on a consolidated basis, the Company shall provide unaudited consolidating financial reports in Dollars (for purposes hereof, “consolidating” shall mean such reports by and for the U.S Loan Parties as a group, the Canadian Loan Parties as a group and Subsidiaries that are not Loan Parties as a group), including, in each case, balance sheets, statements of income and loss, and summary cash flow items. Each of the foregoing shall be accompanied by (A) a report setting forth the aggregate net sales for such fiscal year then ended of (1) the Loan Parties (as a group) and (2) the Company and its Subsidiaries, determined on a consolidated basis, along with a calculation of the aggregate net sales of the Loan Parties (as a group) for such fiscal year as a percentage of the aggregate net sales of the Company and its Subsidiaries for such fiscal year, determined on a consolidated basis and (B) a Compliance Certificate, along with a schedule in form reasonably satisfactory to Agent of the calculation of the Fixed Charge Coverage Ratio (computed for the consecutive four fiscal quarters then ending);

(ii) within forty-five (45) days after the end of each fiscal quarter of the Company, (A) unaudited consolidated financial statements, including a “Summary Profit Report” and (B) if the aggregate net sales of the Loan Parties (as a group) for such fiscal quarter then ended constitutes an amount less than or equal to eighty-five percent (85%) of the aggregate net sales of the Company and its Subsidiaries, determined on a consolidated basis, unaudited consolidating financial reports in Dollars (for purposes hereof, “consolidating” shall mean reports by and for the U.S Loan Parties as a group, the Canadian Loan Parties as a group and Subsidiaries that are not Loan Parties as group and certain adjustments made at the consolidating level that are outside

of any of the foregoing), including, in each of clause (A) and (B), balance sheets, statements of income and loss, and summary cash flow items, of the Company and its Subsidiaries for such fiscal quarter, all in reasonable detail, fairly presenting in all material respects the financial position and the results of the operations of the Company and its Subsidiaries as of the end of and through such fiscal quarter, in each case (in respect of the consolidated statements only) setting forth in comparative form the figures for the corresponding period or periods of the preceding fiscal year and the figures for the corresponding period or periods. Additionally, the foregoing shall be accompanied by (A) "Summary Profit Reports" setting forth in comparative form the figures for the corresponding budget quarter and most recent projections delivered to Agent pursuant to clause (iv) below, certified to be correct by the chief financial officer of the Company, subject to normal year-end adjustments, (B) a report setting forth the aggregate net sales for such fiscal quarter then ended of (1) the Loan Parties (as a group) and (2) the Company and its Subsidiaries, determined on a consolidated basis, along with a calculation of the aggregate net sales of the Loan Parties (as a group) for such fiscal quarter as a percentage of the aggregate net sales of the Company and its Subsidiaries for such fiscal quarter, determined on a consolidated basis and (C) a Compliance Certificate, along with (1) a schedule in form reasonably satisfactory to Agent of the calculations used in determining, as of the end of such quarter, the calculation of the Fixed Charge Coverage Ratio (computed for the consecutive four fiscal quarters then ending) for such fiscal quarter and (2) a representation by the chief financial officer, controller or treasurer of the Company that no Event of Default has occurred or is continuing;

(iii) within twenty-five (25) days after the end of each fiscal month of the Company, the monthly historical financial statements for the Company and its Subsidiaries, limited to (A) the "Summary Profit Report", (B) a consolidated balance sheet, (C) consolidated profit and loss statements and (D) upon request by Agent, month-to-date and year-to-date total amounts for capital expenditures, debt principal payments and dividends paid, in each case, prepared by the Company as of the end of and through such fiscal month, accompanied by a Compliance Certificate, and if at any time Total Excess Availability is less than \$20,000,000, such Compliance Certificate shall include a schedule in form reasonably satisfactory to Agent of the calculations used in determining, as of the end of such month, the calculation of the Fixed Charge Coverage Ratio (computed for the consecutive 12-month period then ending) for such month; and

2.8 Amendment to Section 9.14 of the Loan Agreement. Section 9.14 of the Loan Agreement is hereby amended to read in its entirety as follows:

9.14 **Fixed Charge Coverage Ratio.** If at any time Total Excess Availability is less than \$15,000,000 (a "**Financial Covenant Trigger Event**"), the Company shall maintain a Fixed Charge Coverage Ratio of at least 1.10 to 1.00 as of the immediately preceding fiscal month end for which financial statements are available and as of each subsequent fiscal month end thereafter; provided that (a) a breach of such covenant when so tested shall not be cured by a subsequent increase of Total Excess Availability above \$15,000,000 and (b) such requirement to maintain a Fixed Charge Coverage Ratio of at least 1.10 to 1.00 shall no longer apply for subsequent periods if Total Excess Availability on each day during any period of ninety (90) consecutive days commencing after the date of such Financial Covenant Trigger Event is not less than \$15,000,000, after which time the requirement to comply with the Fixed Charge Coverage Ratio shall not apply unless a subsequent Financial Covenant Trigger Event occurs.

2.9 Amendment to Section 10.1 of the Loan Agreement. The second to last paragraph in Section 10.1 of the Loan Agreement is hereby amended to read in its entirety as follows:

provided further that at least ninety percent (90%) of the consideration received for any sale or disposition permitted pursuant to clauses (c), (d), (f) or (h) through and including (p), shall be in the form of cash and/or Cash Equivalents (such requirement, the “90% Minimum Cash Consideration Requirement”); provided, however, that, with respect to sales or dispositions of assets other than assets constituting ABL Priority Collateral, so long as the Aggregate Threshold Test is satisfied after giving effect to such sale or disposition, the 90% Minimum Cash Consideration Requirement shall not apply and the following minimum cash consideration requirement shall apply: (i) an amount not to exceed the first \$50,000,000 of the consideration received for any such sale or disposition permitted pursuant to clauses (c), (d), (f) or (h) through and including (p), may be non-cash consideration and (ii) at least seventy-five percent (75%) of the consideration in excess of the first \$50,000,000 received for any such sale or other disposition of assets permitted pursuant to clauses (c), (d), (f) or (h) through and including (p), shall be in the form of cash and/or Cash Equivalents.

2.10 Amendment to Section 10.4 of the Loan Agreement. Clauses (j), (k), (n), (o) and (p) of Section 10.4 of the Loan Agreement are hereby amended to read in their entirety as follows:

(j) Investments made by a Loan Party in or to Joint Ventures, not otherwise permitted by this Section 10.4, when taken together with all other Investments made pursuant to this clause (j) in the immediately preceding twelve (12) month period, in an amount not to exceed \$50,000,000; so long as both before and after giving effect to the making of such Investment (i) the Aggregate Threshold Test is satisfied and (ii) no Default or Event of Default exists or would result therefrom;

(k) Investments by any Loan Party not otherwise permitted by this Section 10.4 of up to \$50,000,000, when taken together with all other Investments made pursuant to this clause (k) in the immediately preceding twelve (12) month period (including the outstanding amount of all Investments made in the form of loans or advances as of any date of determination), net of any amount realized in respect of the principal of such Investment upon the sale, collection or return of capital (not to exceed the original amount invested) during such period; so long as before and after giving effect to the making of such Investment, (i) the Aggregate Threshold Test is satisfied and (ii) no Default or Event of Default exists or would result therefrom;

(n) Investments by the Company in a Joint Venture with Murphy Company in respect of the Sutherlin Mill in an aggregate amount not to exceed \$35,000,000, so long as before and after giving effect to the making of such Investment, no Default or Event of Default exists or would result therefrom;

(o) Investments made after the Closing Date for the purchase of the remaining 50% of the Capital Stock of Canfor-LP OSB Limited Partnership, pursuant to that certain Amended and Restated Limited Partnership Agreement dated as of October 24, 2005, in an aggregate amount not to exceed \$50,000,000; provided that each of the requirements set forth in the definition of Permitted Acquisitions shall have been satisfied with respect to such Investment as if such Investment were a Permitted Acquisition; and

(p) promissory notes, earn-outs, other contingent obligations and/or non-cash consideration received by the Company or any of its Subsidiaries as partial payment of the total consideration for any sale or other disposition not prohibited by Section 10.1; provided that such promissory notes, earn-outs, other contingent obligations and/or non-cash consideration shall in no event exceed ten percent (10%) of the total consideration received in connection with a sale or other disposition permitted pursuant to clauses (c), (d), (f) or (h) through and including (p) of Section 10.1; provided, however, that so long as the Aggregate Threshold Test is satisfied upon receipt of such promissory notes, earn-outs, other contingent obligations and/or non-cash consideration, such promissory notes, earn-outs, other contingent obligations and/or non-cash consideration shall in no event exceed the sum of (i) \$50,000,000 plus (ii) twenty-five percent (25%) of the total consideration in excess of \$50,000,000 received in connection with such sale or other disposition of assets (other than ABL Priority Collateral) permitted pursuant to clauses (c), (d), (f) or (h) through and including (p) of Section 10.1; and

2.11 Amendment to Section 10.12(b) of the Loan Agreement. Clause (b) of Section 10.12 of the Loan Agreement is hereby amended to read in its entirety as follows:

the Senior Notes, the Additional Notes or other PAPPO (i) solely with the proceeds from (A) the sale, casualty or other disposition of Senior Note Priority Collateral of the Company or any of its Subsidiaries that are required to be used to repurchase the Senior Notes, the Additional Notes or other PAPPO, as applicable, pursuant to the terms of the Senior Note Indenture or (B) the sale of common stock of the Company or any of its Subsidiaries or (ii) solely with proceeds from Refinancing Indebtedness in respect thereof; so long as, in the case of clauses (i) (B) and (ii), immediately prior to and after giving effect to any such payment, redemption, purchase, cancellation, forgiveness or retirement of the Senior Notes, the Additional Notes or other PAPPO, as applicable, (A) no Default or Event of Default exists or would result therefrom and (B) the Aggregate Threshold Test is satisfied; and

2.12 Amendment to Section 10.12(c) and addition of new clause (d) to Section 10.12. Section 10.12 of the Loan Agreement is hereby amended by: (i) deleting the period at the end of clause (c) thereof and replacing such period with “; and” and (ii) inserting a new clause (d), to read in its entirety as follows:

(d) intercompany loans permitted under Section 10.3(d) to the extent owing by (i) any Loan Party to any U.S. Loan Party, (ii) any Canadian Loan Party to any other Canadian Loan Party and (iii) any U.S. Loan Party to any Canadian Loan Party, so long as, in the case of this clause (iii), both before and after giving effect to such repayment (A) the Aggregate Threshold Test is satisfied and (B) no Default or Event of Default exists or would result therefrom.

2.13 Amendment to Section 11.1(a) of the Loan Agreement. Section 11.1(a) of the Loan Agreement is hereby amended to read in its entirety as follows:

(a) (i) (A) the Borrowers fail to pay when due any principal of Loans or any reimbursement obligation in respect of any Letter of Credit or (B) the Borrowers fail to pay when due any interest on the Loans, any fees payable hereunder or

under any Fee Letter or any other Obligation and such failure to pay continues for five (5) or more Business Days, (ii) any Loan Party fails to perform any of the covenants contained in Sections 5.1, 6.3, 6.7, 7.3, 7.7, 9.1(a), 9.5, 9.14 or Section 10 of this Agreement, (iii) any Loan Party fails to perform any of the covenants contained in Sections 7.1 or 9.6 and such failure to perform continues for five (5) or more days, (iv) any Loan Party fails to perform any of the covenants contained in Sections 5.2, 6.5, 6.13, 7.2, 7.4, 9.1(b) or 9.1(c) and such failure to perform continues for ten (10) or more days after the earlier of receipt by such Loan Party of notice thereof from Agent or any Lender or after an Responsible Officer of the Administrative Borrower or of such Loan Party obtains knowledge thereof or (v) any Loan Party fails to perform any of the terms, covenants, conditions or provisions contained in this Agreement or any of the other Loan Documents above and such failure shall continue for thirty (30) days after the earlier of receipt by such Loan Party of notice thereof from Agent or any Lender or after any Responsible Officer of the Administrative Borrower or of such Loan Party obtains knowledge thereof;

2.14 Amended Schedules to the Loan Agreement, Schedules 1.1(g), 5.1, 5.2(b), 8.2, 8.9(c), 8.11, and 8.12 to the Loan Agreement shall be amended by replacing such schedules with the respective schedules attached hereto.

SECTION 3 Waiver of Notices. Agent and the Lenders hereby waive any obligation of the Borrowers to deliver any notice to Agent or any Lender that would otherwise be required to be delivered pursuant to the Loan Documents in connection with this Amendment.

SECTION 4 Effectiveness. This Amendment shall become effective on the date upon which each of the following conditions is satisfied (such date, the "Effective Date"):

4.1 This Amendment. The Agent shall have received counterparts of this Amendment duly executed by each of the Borrowers, the Agent and Lenders constituting Required Lenders.

4.2 Noteholder Consent/ Amendment. The Borrowers shall have obtained and delivered to Agent any necessary consents, waivers or amendments from the Senior Noteholders required under the Senior Note Indenture, the Intercreditor Agreement or related instruments and documents.

4.3 Compliance with Intercreditor Agreement. The Borrowers shall have complied with all of the terms and conditions of the Intercreditor Agreement with respect to the Amendment.

4.4 Other Documents. The Agent shall have received any other documents or instruments reasonably requested by the Agent in connection with the execution of this Amendment.

SECTION 5 Limited Effect. Except as expressly provided herein, the Loan Agreement and the other Loan Documents shall remain unmodified and in full force and effect. This Amendment shall not be deemed (a) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Loan Agreement or any other Loan Document or a waiver of any Default or Event of Default, (b) to prejudice any right or rights which the Agent or the Lenders may now have or may have in

the future under or in connection with the Loan Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or modified from time to time, or (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with any Borrower or any other Person with respect to any waiver, amendment, modification or any other change to the Loan Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Agent, or any of them, under or with respect to any such documents.

SECTION 6 Representations and Warranties. Each Borrower represents and warrants that (a) it has the corporate power and authority to make, deliver and perform this Amendment, (b) it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Amendment, (c) this Amendment has been duly executed and delivered on behalf of such Borrower, (d) this Amendment constitutes a legal, valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles, (e) each of the representations and warranties made by such Borrower in or pursuant to the Loan Documents is true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct as of such earlier date; provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and (f) no Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect hereto.

SECTION 7 Acknowledgement and Reaffirmation. By its execution hereof, each Borrower hereby expressly (a) acknowledges and agrees to the terms and conditions of this Amendment, (b) reaffirms all of its respective covenants, representations, warranties and other obligations set forth in the Loan Agreement and the other Loan Documents to which it is a party and (c) acknowledges that its respective covenants, representations, warranties and other obligations set forth in the Loan Agreement and the other Loan Documents to which it is a party remain in full force and effect.

SECTION 8 Amendment Fee. The Borrowers agree to pay the Agent for the benefit of the Lenders an amendment fee of \$100,000 (the "Amendment Fee"), which Amendment Fee is fully earned, due and payable upon the execution of this Amendment.

SECTION 9 Costs and Expenses. The Borrowers agree to pay in accordance with Section 9.11 of the Loan Agreement all reasonable costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Agent with respect thereto and with respect to advising the Agent as to its rights and responsibilities hereunder and thereunder.

SECTION 10 Execution in Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 11 Governing Law. The validity, interpretation and enforcement of this Amendment shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

SECTION 12 Entire Agreement. This Amendment is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter.

SECTION 13 Successors and Assigns. This Amendment shall be binding on and inure to the benefit of the parties and their respective heirs, beneficiaries, successors and permitted assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, all as of the day and year first written above.

U.S. BORROWERS:

LOUISIANA-PACIFIC CORPORATION

By: /s/ Curtis M. Stevens

Name: Curtis M. Stevens

Title: Executive Vice President, Administration, and Chief Financial Officer

GREENSTONE INDUSTRIES, INC.

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Treasurer

KETCHIKAN PULP COMPANY

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Treasurer

LOUISIANA-PACIFIC INTERNATIONAL, INC.

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Treasurer

LPS CORPORATION

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Treasurer

[Third Amendment to Loan Agreement – Signature Page]

CANADIAN BORROWERS:

0859769 B.C. UNLIMITED LIABILITY COMPANY

By: /s/ Mark G Tobin
Name: Mark G. Tobin
Title: Vice President and Treasurer

0859774 B.C. UNLIMITED LIABILITY COMPANY

By: /s/ Mark G Tobin
Name: Mark G. Tobin
Title: Vice President and Treasurer

LOUISIANA-PACIFIC CANADA HOLDINGS LTD.

By: /s/ Mark G Tobin
Name: Mark G. Tobin
Title: Vice President and Treasurer

LOUISIANA-PACIFIC CANADA LTD.

By: /s/ Mark G Tobin
Name: Mark G. Tobin
Title: Treasurer

LOUISIANA-PACIFIC (OSB) LTD.

By: /s/ Mark G Tobin
Name: Mark G. Tobin
Title: Treasurer

[Third Amendment to Loan Agreement – Signature Page]

LOUISIANA-PACIFIC CANADA PULP CO.

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Treasurer

LOUISIANA-PACIFIC CANADA SALES ULC

By: /s/ Mark G Tobin

Name: Mark G. Tobin

Title: Vice President and Treasurer

[Third Amendment to Loan Agreement – Signature Page]

AGENT AND LENDERS:

BANK OF AMERICA, N.A., as Agent and Lender

By: /s/ Jason Riley

Name: Jason Riley

Title: Senior Vice President

[Third Amendment to Loan Agreement – Signature Page]

ROYAL BANK OF CANADA, as Lender

By: /s/ Dustin Craven

Name: Dustin Craven

Title: RBC Canada

[Third Amendment to Loan Agreement – Signature Page]