

EXHIBIT “D”

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER of a Plan of Compromise or Arrangement
of TERRACE BAY PULP INC.

Applicant

AFFIDAVIT OF RUSSELL YORK
(Sworn September 11, 2009)

I, **RUSSELL YORK**, of the City of Thunder Bay, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice President and Treasurer of the Applicant, Terrace Bay Pulp Inc. ("Terrace Bay"), and as such have knowledge of the matters deposed to in this Affidavit. Where this Affidavit is not based on my personal knowledge, it is based on information and belief, the source of which I have identified and I verily believe such information to be true.
2. This Affidavit is sworn in support of Terrace Bay's motion returnable September 14, 2009 for, among other things, an order:
 - (a) authorizing and directing Terrace Bay to make payments up to a maximum amount of \$6,000,000 to Lucky Star Holdings Inc. ("Lucky

Star”) in repayment of the principal amount outstanding pursuant to a certain debenture dated May 5, 2008; and

- (b) authorizing and ratifying Terrace Bay entering into a forest management agreement with GreenForest Management Inc. (“GMI”) dated April 1, 2009 (the “Forest Management Agreement”) *nunc pro tunc* as of April 1, 2009 and authorizing and directing Terrace Bay to pay to GMI the amount of \$288,027.16 pursuant to the Forest Management Agreement.
- 3. Attached hereto as **Exhibit “A”** is a copy of a letter dated September 9, 2009 (the “September 9 Letter”) sent by counsel for Terrace Bay to counsel for Deloitte & Touche Inc. in its capacity as privately appointed Receiver (the “Receiver”) of certain assets and property of Buchanan Forest Products Ltd. (“BFPL”) This letter was sent in response to questions received by Terrace Bay and Ernst & Young Inc. in its capacity as Monitor of Terrace Bay (the “Monitor”) from the Receiver and its counsel with respect to the relief sought on this motion and sets out, in part, Terrace Bay’s position regarding these issues.
- 4. By email message dated September 11, 2009, a copy of which is attached hereto as **Exhibit “B”**, counsel for Terrace Bay sent additional information to counsel for the Receiver with respect to the proposed payment under the Forest Management Agreement.
- 5. As set out in the September 9 Letter, it is the position of Terrace Bay that the approval of and payment under the Forest Management Agreement with GMI are reasonable and appropriate in the circumstances. In particular:

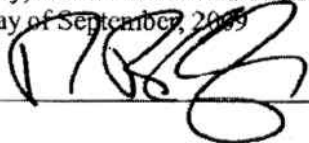
- (i) as described in the Monitor's Fourth Report dated September 1, 2009, as the holder of a sustainable forest license (the "SFL") issued by the Ministry of Natural Resources (the "MNR"), Terrace Bay has mandatory forest management obligations pursuant to the *Crown Forest Sustainability Act* (Ontario) related to its harvest rights in the Kenogami Forest, one of the main sources of fibre for Terrace Bay's operations;
- (ii) these forest management obligations, which include silviculture, forestry monitoring, reporting activities, planning and maintenance of roads and bridges, were previously performed by BFPL prior to its receivership;
- (iii) Terrace Bay is not equipped to perform such forest management obligations and there are a limited number of companies, such as BFPL and GMI, which are equipped to do so;
- (iv) the SFL is essential to the operation and long-term viability of the mill and the forest management obligations are an integral component of the SFL, such that if they are not fulfilled to the satisfaction of the MNR, the MNR has the discretion to revoke the SFL;
- (v) revocation of the SFL would leave the mill without a sufficient source of fibre, the mill would not be in a position to restart, and any potential purchaser wishing to operate the mill as a going

concern would not be able to do so, thereby reducing the value of Terrace Bay's assets;

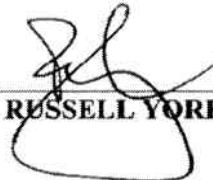
- (vi) even though the mill is not currently operational, as long as there is a reasonable possibility that the mill may restart in the future, these forest management obligations must be maintained on an ongoing basis to ensure that MNR requirements are met and that a supply of fibre is available should operations be continued; and
- (vii) the maintenance of the SFL is critical to any sale of the mill, as prospective purchasers will not be interested in purchasing, or will only be interested in doing so at a significantly reduced price, if there is not a ready source of fibre, and as such, failure to maintain the SFL would be detrimental to all stakeholders.

6. This Affidavit is therefore made in support of the relief sought by Terrace Bay on this motion and for no other or improper purpose.

SWORN BEFORE ME at the City of
Thunder Bay, in the Province of Ontario
this 11th day of September, 2009



ROSS B. JUDGE



RUSSELL YORK

EXHIBIT "A"



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
199 Bay Street
Suite 2800, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel. 416 863 2400 Fax: 416 863 2853

Michael McGraw
Dir: 416-863-4247
michael.mcgraw@blakes.com

September 9, 2009

VIA EMAIL

Goodmans LLP
Suite 2400, Box 24
250 Yonge Street
Toronto, ON M5B 2M6

ATTENTION: Fred Myers, Robert Chadwick and Cathy Costa

Re: In the Matter of Terrace Bay Pulp Inc. ("Terrace Bay")
Re: Motion Returnable September 14, 2009
Re: Payments to Lucky Star Holdings Inc. ("Lucky Star") and GreenForest Management Inc. ("GMI")

Dear Counsel:

The purpose of this letter is to address the questions raised and provide the information requested in Mr. Myers' email message dated September 5, 2009 with respect to, among other things, the proposed payments to Lucky Star and GMI on the motion by Terrace Bay originally returnable on September 8, 2009, now returnable Monday, September 14, 2009.

In your email message dated September 5, 2009, Mr. Myers asked the following questions and requested the following information, which I will answer and/or provide in turn:

"(a) the source of all proceeds that are being paid to Lucky; (b) the particulars of all costs that GMI is being reimbursed or funded for; (c) an analysis of why it is in the interests of the debtor to fund GMI for those costs when, to date, they have been funded by the Buchanan Group and the mill may or may not be sold; (d) if there is value in some of the costs being paid, whether it is necessary that they be paid now. May we please have a copy of the Lucky Star security?"

(a) Payments to Lucky Star

With respect to your request for the Lucky Star security, please note that this documentation was provided to Cathy Costa of your office by email on July 8, 2009.

The source of all proceeds for the proposed distribution of up to \$6 million to Lucky Star is described at paragraphs 18-21 of the Monitor's Fourth Report dated September 1, 2009 (the "Fourth Report"). In particular, pursuant to a debenture dated May 5, 2008 (the "Debenture"), Terrace Bay agreed to pay the principal sum of \$13 million on demand to Lucky Star. Under the Debenture, Terrace Bay granted security interests and charges in favour of Lucky Star over all of its real and personal

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property. As described at paragraphs 35-39 and Appendix "F" of the Monitor's Second Report dated May 25, 2009, the Lucky Star security, including the Debenture, has been independently reviewed and found to create a valid security interest over the personal property of Terrace Bay to which the Ontario PPSA applies, and against the real property referenced in the Debenture. The personal property subject to the Debenture security includes inventory and proceeds and moneys. The Debenture also contains a general assignment of book debts. As reported in the Monitor's Fourth Report, the Monitor has obtained advice from legal counsel in the United States that confirm that the PPSA registrations made by Lucky Star in Ontario are sufficient to perfect a security interest in inventory that is situated in the United States.

As described at paragraph 21 of the Fourth Report, there are sufficient net proceeds of collateral secured to Lucky Star, after total disbursements, payments to Nexcap and Lucky Star, and excluding proceeds from the Quebec inventory, from which Terrace Bay may pay \$8 million to Lucky Star in reduction of the indebtedness outstanding under the Debenture.

(b) Particulars of Costs for GMI

Attached to this letter are copies of four invoices from GMI to Terrace Bay in the aggregate amount of \$288,027.12, with respect to forest management services provided to Terrace Bay for the months of April – September 2009 (inclusive), each month being in the amount of \$48,004.52 pursuant to Schedule "A" of the Forest Management Agreement between Terrace Bay and GMI dated April 1, 2009 (the "FMA").

(c) Payment of GMI in the Interests of Terrace Bay

As described in the Fourth Report, as a holder of Sustainable Forest Licence No. 542256 (the "SFL") issued by the Ministry of Natural Resources (the "MNR"), Terrace Bay has mandatory forest management obligations pursuant to the *Crown Forest Sustainability Act* (Ontario) related to its harvest rights in the Kenogami Forest, which is one of the main sources of fibre for Terrace Bay's operations. These obligations include silviculture, forestry monitoring, reporting activities, planning and maintenance of roads and bridges. The forest management tasks being performed by GMI under the FMA, and for which payment is sought, were previously performed by Buchanan Forest Products Limited ("BFPL") prior to its receivership. Following the receivership of BFPL, Terrace Bay, which is not equipped to perform these forest management obligations, entered into the FMA with GMI, a start-up company with the expertise to do so, in order to maintain the SFL. There are a limited number of companies such as BFPL and GMI which are equipped to perform these forest management functions. The SFL is essential to the operation and long-term viability of the mill and the forest management obligations are, in turn, an integral component of the SFL. If the obligations under the SFL are not fulfilled to the satisfaction of the MNR (which audits these forest management requirements), the MNR has the discretion to revoke the SFL. This would leave the mill without a sufficient source of fibre. Without a source of fibre, the mill would not be in a position to restart and any potential purchaser wishing to run the mill as a going concern would not be able to do so, thereby reducing the value of Terrace Bay's assets.

Even though the mill is not currently operational, as long as there is a reasonable possibility that the mill may re-start in the future, the forest management obligations must be maintained on an ongoing

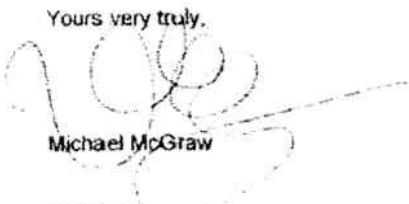
basis. This is not only required to satisfy MNR requirements, but also to ensure that a supply of fibre is available should operations at the mill be continued. The maintenance of the SFL is critical to any sale of the mill, as prospective purchasers will not be interested in purchasing, or will only be interested in doing so at a significantly reduced price, if there is not a ready source of fibre. Failure to maintain the SFL at this stage would be detrimental to all stakeholders. As such, in this interim period while Terrace Bay evaluates its options and is working to preserve value, there is a need to contract for forest management services.

(d) Necessity of Payment

GMI has incurred costs related to the FMA since April 1, 2009 without any payment. Like any company performing these responsibilities, GMI requires cash flow to pay its employees and other expenses related to the services which it has provided and continues to provide to Terrace Bay. In fact, most companies performing this function would have required payment on a bi-monthly basis since April 1, 2009. Accordingly, it is Terrace Bay's position that it is fair and reasonable that GMI be paid for the services that it has provided to date, being services that are mandatory to the maintenance of the SFL, as these services have served and continue to serve to preserve the value of Terrace Bay's assets pending a re-start and/or sale of the mill. Further, as set out in the Fourth Report, the Monitor has concluded that the costs under the FMA are not unreasonable.

Should you have any further questions or additional information, do not hesitate to contact me. We look forward to hearing from you as soon as possible with respect to your client's position on the relief sought on the motion returnable September 14, 2009.

Yours very truly,


Michael McGraw

MQM/cdlu—
Attachment

c: Russell York, Terrace Bay
Taras Sawula, Terrace Bay
Paul Jasiura, Weiler, Maloney Nelson LLP
Alex Morrison, Ernst & Young Inc.
Michael Trepanier, Ernst & Young Inc.
Sheryl Scigol, Lang Michener LLP
Pamela Huff, Blakes
Katherine McEachern, Blakes

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GreenForest Management Inc.**INVOICE**

P.O. Box 22004, 470 Hodder Avenue
Thunder Bay, ON, Canada, P7A 8A8
Phone (807) 343-6406

DATE: June 3rd, 2009
INVOICE # 15

Bill To:
Terrace Bay Pulp Inc.
21 Mill Rd.
Terrace Bay, ON
P0T 2W0
Attn: Larry Borey

For:
Forest Management and GIS Services:
Kenogami Forest

DESCRIPTION	AMOUNT
Services provided as per schedule "A" of the Service Contract between Terrace Bay Pulp Inc. and GreenForest Management Inc., signed April 1 st , 2009.	
1. Forest Management Services- Interim Billing -April 2009	\$45,718.59
2. Forest Management Services- Interim Billing -May 2009	\$45,718.59
3. Forest Management Services- Interim Billing -June 2009	\$45,718.59
SUBTOTAL	\$137,155.77
PST 0%	\$0.00
GST 5%	\$6,857.79
TOTAL	\$144,013.56

Make all checks payable to Green Forest Management Inc.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

GreenForest Management Inc.

INVOICE

P.O. Box 22004, 470 Hodder Avenue
Thunder Bay, ON, Canada, P7A 5A8
Phone (807) 343-6166

DATE: June 30th, 2009
INVOICE # 30

Bill To:

Terrace Bay Pulp Inc.
21 Mill Rd.
Terrace Bay, ON
P0T 2W0
Attn: Larry Bovey

For:

Forest Management and GIS Services:
Kenogami Forest

DESCRIPTION	AMOUNT
Services provided as per Schedule 'A' of the Service Contract between Terrace Bay Pulp Inc. and GreenForest Management Inc., signed April 1 st , 2009	
1. Forest Management Services - Interim Billing July 2009	\$45,718.59
SUBTOTAL	\$45,718.59
PST 0%	\$0.00
GST 5%	\$2,285.93
TOTAL	\$48,004.52

Make all checks payable to Green Forest Management Inc.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month

THANK YOU FOR YOUR BUSINESS!

GreenForest Management Inc.

INVOICE

P.O. Box 22004, 470 Hodder Avenue
Thunder Bay, ON, Canada, P7A 8A8
Phone (807) 343-6405

DATE: August 1st, 2009
INVOICE # 41

Bill To:
Terrace Bay Pulp Inc.
21 Mill Rd.
Terrace Bay, ON
P0T 2W0
Attn: Larry Bovey

For:
Forest Management and GIS Services:
Kenogami Forest (19)

DESCRIPTION	AMOUNT
Services provided as per Schedule 'A' of the Service Contract between Terrace Bay Pulp Inc. and GreenForest Management Inc., signed April 1 st , 2009.	
1. Forest Management Services- Interim Billing August 2009	\$45,718.59
SUBTOTAL	\$45,718.59
PST 0%	\$0.00
GST 5%	\$2,285.93
TOTAL	\$48,004.52

Make all checks payable to Green Forest Management Inc.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

GreenForest Management Inc.

INVOICE

P.O. Box 22004, 470 Hodder Avenue
Thunder Bay, ON, Canada, P7A 8A8
Phone (807) 343-6406

DATE: September 1st, 2009
INVOICE # 54

Bill To:
Terrace Bay Pulp Inc.
21 Mill Rd.
Terrace Bay, ON
P0T 2W0
Attn: Larry Bovey

For:
Forest Management and GIS Services:
Kenogami Forest (19)

DESCRIPTION	AMOUNT
Services provided as per Schedule 'A' of the Service Contract between Terrace Bay Pulp Inc. and GreenForest Management Inc., signed April 1 st , 2009.	
1. Forest Management Services- Interim Billing -September 2009	\$45,718.59
SUBTOTAL	\$45,718.59
PST 0%	\$0.00
GST 5%	\$2,285.93
TOTAL	\$48,004.52

Make all checks payable to Green Forest Management Inc.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "B"

MCGRAW, MICHAEL

From: MCGRAW, MICHAEL
Sent: Friday, September 11, 2009 3:13 PM
To: 'Costa, Cathy'
Cc: HUFF, PAM; MCEACHERN, KATHERINE; 'Myers, Fred'; Sheryl Seigel; Alex.F.Morrison@ca.ey.com; 'Michael.Trepanier@ca.ey.com'; Todd.J.Ambachtsheer@ca.ey.com; 'taras@bls-tb.com'; russyork@tbaytel.net; 'Paul Jaslura'; 'stacey@bls-tb.com'
Subject: Terrace Bay: Motion Returnable Monday
Importance: High
Attachments: tbpjune.pdf; tbpaug.pdf; tbpjuly.pdf; tbpmay.pdf; aprilmay.xls

Cathy:

Further to our discussions this afternoon, this will confirm that you have advised that the Buchanan Receiver intends to oppose the relief sought by Terrace Bay on Monday on the basis that: 1. the payment to Lucky Star under its security is premature and should not be made pending the Receiver's review of Buchanan's books and records, particularly as it relates to payments made to and among Lucky Star, Buchanan and Terrace Bay; and 2. the Receiver is not convinced that the Forest Management Agreement with GMI is necessary given the uncertainty around the future of the mill. Please advise of any other particulars with respect to the position that the Receiver is taking.

You have further advised that you are recommending to the Receiver that it not file any responding materials in support of its position but that Fred would simply attend at Court on Monday and advise Justice Morawetz of the Receiver's position and that you will advise me as soon as possible if the Receiver intends to file any materials.

Terrace Bay intends to proceed with the balance of the relief sought. I have advised you that at the very least (depending on what, if any materials the Receiver files), Terrace Bay will be filing an affidavit in support of the approval of the Forest Management Agreement and the payments thereunder which are we currently preparing and will serve upon you as soon as it is ready. As discussed, the purpose of the affidavit is simply to put the position of Terrace Bay on this issue before the Court as set out in my letter to you dated September 9, 2009, therefore, there should not be any surprises.

Finally, the back-up for GMI's accounts, as requested, are attached.

Let me know if you have any questions or wish to discuss. Thanks.

Mike

Michael McGraw
Blake, Cassels & Graydon LLP
Commerce Court West
Toronto, ON M5L 1A9

Tel: 416.863.4247
Fax: 416.863.2653
E-mail: michael.mcgraw@blakes.com

This email communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you.

9/11/2009

Person April 1 to 30, 2009

Ryan Murphy	20
Joe Ladouceur	193
Brian Campbell	3
Deanna Hoffman	225.5
Chuck McCrea	291
Aaron Dorland	36
Chantel Nicholson	32
Jeff Cameron	109
Bert Hennessey	16
Richard Shwedack	12
Jessica Ross	<u>4</u>
	<u>941.5</u>

May 1 to May 15, 2009

Jeff Cameron	89
Deanna Hoffman	98
Joe Ladouceur	88
Chuck McCrea	113
Bree Andrews	22
Kristine Demars	21
Aaron Dorland	65.5
Tim Harpiak	9
Ryan Murphy	13
Richard Shwedack	<u>22</u>
	<u>540.5</u>

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

May 16 to May 30

TASK	START_D ATE	PERSON	Hours	DESCSTART
Fmp Planning	5/19/2009	Jeffrey Cameron	4	Working on section 2.0 of the kenogami fmp text
Fmp Planning	5/20/2009	Jeffrey Cameron	2	Working on section 2.0 of the fmp text
Fmp Planning	5/21/2009	Jeffrey Cameron	1	Working on section 2.0 of the fmp text
Fmp Planning	5/25/2009	Jeffrey Cameron	5	Working on section 2.0 of the fmp text
Fmp Planning	5/28/2009	Jeffrey Cameron	4	Working on section 2.0 of fmp text
Fmp Planning	5/29/2009	Jeffrey Cameron	4	working on section 2.0 of fmp text
Fmp Planning	5/29/2009	Jeffrey Cameron	4	working on section 3 of fmp text
Fmp Planning	5/19/2009	Joseph Ladouceur	10	2011-2021 FMP
Fmp Planning	5/20/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning	5/21/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning	5/22/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning	5/24/2009	Joseph Ladouceur	4	2011-2021 FMP
Fmp Planning	5/25/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning	5/26/2009	Joseph Ladouceur	2	2011-2021 FMP
Fmp Planning	5/27/2009	Joseph Ladouceur	2	2011-2021 FMP
Fmp Planning	5/28/2009	Joseph Ladouceur	10	2011-2021 FMP
Fmp Planning	5/29/2009	Joseph Ladouceur	6	2011-2021 FMP
Subtotal Fmp Planning			93	
Forestry Admin - 00	5/17/2009	Genevieve Knauff	4	Preparing for a meeting with Y. Fricot.
Forestry Admin - 00	5/19/2009	Genevieve Knauff	4	Meeting with Y. Fricot and AZA.
Subtotal Forestry Admin - 00			8	
GIS Fmp Planning	5/19/2009	Chuck McCrea	11	Marten Data
GIS Fmp Planning	5/20/2009	Chuck McCrea	11	planning
GIS Fmp Planning	5/21/2009	Chuck McCrea	15	Planning
GIS Fmp Planning	5/22/2009	Chuck McCrea	10	Planning
GIS Fmp Planning	5/25/2009	Chuck McCrea	8	Planning
GIS Fmp Planning	5/26/2009	Chuck McCrea	4	Planning
GIS Fmp Planning	5/27/2009	Chuck McCrea	9	Planning
GIS Fmp Planning	5/28/2009	Chuck McCrea	11	Planning
GIS Fmp Planning	5/29/2009	Chuck McCrea	5	Planning
Subtotal GIS Fmp Planning			84	
GIS Silviculture	5/28/2009	Aaron Dorland	4	Analysis, organization and reporting of FTG data.
GIS Silviculture	5/19/2009	Kristine Demars	8	Attributing FTG data into the FTG 2008 shapefile using data sheets used during the FTG.
GIS Silviculture	5/20/2009	Kristine Demars	10	Attributing data into the FTG 2008 shapefile.
GIS Silviculture	5/21/2009	Kristine Demars	9.5	Attributing data into the FTG 2008 shapefile.
GIS Silviculture	5/22/2009	Kristine Demars	1	Attributing data into the FTG shapefile for FTG 2008.
GIS Silviculture	5/25/2009	Kristine Demars	3.5	Creating maps for each block for the FTG 2008 project I've been working on.
Subtotal GIS Silviculture			36	
GIS Silviculture - 15	5/29/2009	Aaron Dorland	4	FTG data management
Subtotal GIS Silviculture - 15			4	

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

May 16 to May 30

TASK	START_D ATE	PERSON	Hours	DESCSTART
Operation Silviculture:	5/16/2009	Aaron Dorland	10	Starting of treeplant on Kenogami Forest. Quality assessment training of field staff. Supervision of Wilderness treeplant staff.
Subtotal Operation Silvicultur			10	
Silviculture Planning	5/25/2009	Aaron Dorland	2	Working on treeplant reporting with Outland. Going over 2010 plant scenarios.
Subtotal Silviculture Planning			2	
Silviculture Planning - 125	5/19/2009	Aaron Dorland	6	Going over tree options for 2010 for Kenogami. Monitoring nursery stock schedule. Processing FTG data.
Subtotal Silviculture Planning			6	
Training	5/26/2009	Joseph Ladouceur	4	MNR Stand & Site Guide training workshop
Training	5/27/2009	Joseph Ladouceur	3	MNR Stand & Site Guide training workshop
Subtotal Training			7	
Trust Account Management	5/25/2009	Aaron Dorland	1	Admin fee analysis for year end.
Subtotal Trust Account Mana			1	
Trust Account Management - 140	5/19/2009	Aaron Dorland	2	Re-wording final invoice. Finalizing administration.
Trust Account Management - 140	5/20/2009	Aaron Dorland	1	Working on final invoice.
Subtotal Trust Account Mana			3	
Total			254	

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

June 1 to June 30, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
Fmp Planning	6/1/2009	Joseph Ladouceur	4	2011-2021 FMP
Fmp Planning	6/2/2009	Joseph Ladouceur	5	2011-2021 FMP
Fmp Planning	6/17/2009	Joseph Ladouceur	4	2011-2021 FMP
Fmp Planning	6/22/2009	Joseph Ladouceur	2	2011-2021 FMP
Fmp Planning	6/23/2009	Joseph Ladouceur	1	2011-2021 FMP
Subtotal Fmp Planning			16	
Fmp Planning - 110	6/1/2009	Jeffrey Cameron	7	section 3 of FMP text
Fmp Planning - 110	6/2/2009	Jeffrey Cameron	4	Work on FMP text for section 3
Fmp Planning - 110	6/3/2009	Jeffrey Cameron	4	work on section 3 of FMP text
Fmp Planning - 110	6/4/2009	Jeffrey Cameron	2.5	section 2 of fmp text
Fmp Planning - 110	6/4/2009	Jeffrey Cameron	4	work on text of section 2 of FMP
Fmp Planning - 110	6/5/2009	Jeffrey Cameron	4	section 2 of fmp text
Fmp Planning - 110	6/8/2009	Jeffrey Cameron	8	section 2 of fmp text
Fmp Planning - 110	6/9/2009	Jeffrey Cameron	6	section 2 and 3 of fmp text
Fmp Planning - 110	6/10/2009	Jeffrey Cameron	5	section 2 of fmp text
Fmp Planning - 110	6/11/2009	Jeffrey Cameron	4	section 3 of fmp text
Fmp Planning - 110	6/17/2009	Jeffrey Cameron	1.5	Lakehead Library. Researching for ecodistricts. Section 2 of FMP text
Fmp Planning - 110	6/19/2009	Jeffrey Cameron	5	section 2 FMP text
Fmp Planning - 110	6/22/2009	Jeffrey Cameron	4	section 2, FMP text
Fmp Planning - 110	6/23/2009	Jeffrey Cameron	8	section 2, FMP text
Fmp Planning - 110	6/24/2009	Jeffrey Cameron	8	working on section 1 and 2 of FMP text
Fmp Planning - 110	6/29/2009	Jeffrey Cameron	4	Section 2 and 3 FMP Text
Fmp Planning - 110	6/30/2009	Jeffrey Cameron	8	Section 2-3 of FMP text
Fmp Planning - 110	6/26/2009	Joseph Ladouceur	4	2011-2021 FMP - Meeting @ MNR
Subtotal Fmp Planning - 110			91	
GIS Admin - 25	6/17/2009	Chuck McCrea	11	Continued work on the planning and BMI layers checking attributes and checking SGR's and eligibility in both layers
GIS Admin - 25	6/18/2009	Chuck McCrea	9	creating templates for the eligibility maps, 1:50,000 and 1:125,000
Subtotal GIS Admin - 25			20	
GIS Fmp Planning - 20	6/11/2009	Amelia Stephens	4	fmp planning for Kenogami edits to renewal and tending layer
GIS Fmp Planning - 20	6/12/2009	Amelia Stephens	5.5	fmp planning for Kenogami, working on renewal and tending
GIS Fmp Planning - 20	6/15/2009	Amelia Stephens	7	fmp planning, editing the renewal and tending coverage for the Kenogami
GIS Fmp Planning - 20	6/16/2009	Amelia Stephens	6.5	fmp planning editing the renewal coverage on the Kenogami FMP
GIS Fmp Planning - 20	6/17/2009	Amelia Stephens	6.5	fmp planning continuing with the edits to the renewal and tending geo
GIS Fmp Planning - 20	6/18/2009	Amelia Stephens	8	fmp planning finished with the edits to renewal and tending, need to talk with Chuck and determining what he wants done with the areas that may not be FTG
GIS Fmp Planning - 20	6/30/2009	Amelia Stephens	5	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	6/15/2009	Chuck McCrea	10	creating coverages from Geodatabases for the Planning, BMI, Caribou and Marten layers

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

June 1 to June 30, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
GIS Fmp Planning - 20	6/16/2009	Chuck McCrea	9	Attribute checks between the planning, Bmi and the Caribou coverages and drove to Longlac
GIS Fmp Planning - 20	6/17/2009	Chuck McCrea	11	Added new attributes to planning coverage and checked the data, discussed with Deanna the next steps for the Kenogami plan and drove to Thunder Bay from Longlac
Subtotal GIS Fmp Planning -			72.6	
GIS Silviculture - 15	6/1/2009	Aaron Dorland	8	Creating FTG layer
GIS Silviculture - 15	6/2/2009	Aaron Dorland	8	Working on FTG layer
GIS Silviculture - 15	6/18/2009	Aaron Dorland	1	Working on FTG maps for 2009 surveys
GIS Silviculture - 15	6/24/2009	Aaron Dorland	4	FTG work on FORSTEW layer
GIS Silviculture - 15	6/25/2009	Aaron Dorland	4	FTG work on FORSTEW layer
GIS Silviculture - 15	6/4/2009	Jessica Ross	1	Projected shapes for Manitouwadge forests
GIS Silviculture - 15	6/5/2009	Jessica Ross	1	Made labels and organized binders for Manitouwadge binders
Subtotal GIS Silviculture - 15			27	
Operation Silviculture - 170	6/3/2009	Aaron Dorland	11	Tree Plant Supervision
Operation Silviculture - 170	6/4/2009	Aaron Dorland	14	Tree plant Supervision
Subtotal Operation Silvicultur			25	
Silviculture Planning - 125	6/11/2009	Aaron Dorland	1	Co-ordination of Tree Improvement activiteis for Kenogami Forest
Silviculture Planning - 125	6/23/2009	Aaron Dorland	2	FTG analysis for silviculture liability reporting
Subtotal Silviculture Planning			3	
Total			254.5	

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

July 1 to July 31, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
Ar Planning - 120	7/27/2009	Aaron Dorland	0.5	AR planning for 2008 activities
Subtotal Ar Planning - 120			0.5	
Aws Planning - 115	7/6/2009	Aaron Dorland	2	FOP review for MNR (AWS changes)
Subtotal Aws Planning - 115			2	
Fmp Planning - 110	7/8/2009	Aaron Dorland	2	Planning with Joe for upcoming allocations on Kenogami, conference call with MNR
Fmp Planning - 110	7/28/2009	Aaron Dorland	1	Kenogami FMP planning/direction meeting
Fmp Planning - 110	7/3/2009	Jeffrey Cameron	4	Edits on section 3 of FMP text
Fmp Planning - 110	7/6/2009	Jeffrey Cameron	3	section 2 and 3 of FMP text
Fmp Planning - 110	7/7/2009	Jeffrey Cameron	1	Lakehead library. research for section 2 of FMP text
Fmp Planning - 110	7/7/2009	Jeffrey Cameron	3	section 2 of FMP text
Fmp Planning - 110	7/8/2009	Jeffrey Cameron	1	meet with Deana, Joe, Aaron and MNR regarding status of FMP
Fmp Planning - 110	7/8/2009	Jeffrey Cameron	3	section 2 of FMP text
Fmp Planning - 110	7/9/2009	Jeffrey Cameron	3	section 2 and 3 of FMP text
Fmp Planning - 110	7/11/2009	Jeffrey Cameron	2	section 2 of text
Fmp Planning - 110	7/16/2009	Jeffrey Cameron	8	section 2-3 of FMP text
Fmp Planning - 110	7/17/2009	Jeffrey Cameron	8	section 2-3 of FMP text
Fmp Planning - 110	7/21/2009	Jeffrey Cameron	4	section 2 and 3 fmp text
Fmp Planning - 110	7/22/2009	Jeffrey Cameron	4	section 2 and 3 of FMP text
Fmp Planning - 110	7/23/2009	Jeffrey Cameron	8	section 2 - 3 of FMP text
Fmp Planning - 110	7/24/2009	Jeffrey Cameron	8	section 2 of FMP text
Fmp Planning - 110	7/27/2009	Jeffrey Cameron	4	FMP text section 2
Fmp Planning - 110	7/28/2009	Jeffrey Cameron	1	meeting with Joe, Chuck and Deanna regarding FMP planning
Fmp Planning - 110	7/29/2009	Jeffrey Cameron	8	fmp text section 2 and 3
Fmp Planning - 110	7/30/2009	Jeffrey Cameron	8	FMP text sect 2 and 3
Fmp Planning - 110	7/6/2009	Joseph Ladouceur	9	2011-2021 FMP - Meeting @ MNR Region
Fmp Planning - 110	7/7/2009	Joseph Ladouceur	7	2011-2021 FMP
Fmp Planning - 110	7/8/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	7/9/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	7/10/2009	Joseph Ladouceur	8	2011-2021 FMP- Meeting with MNR in Nipigon
Fmp Planning - 110	7/14/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning - 110	7/15/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning - 110	7/16/2009	Joseph Ladouceur	9	2011-2021 FMP - Meeting @ MNR Region
Fmp Planning - 110	7/17/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	7/20/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning - 110	7/21/2009	Joseph Ladouceur	7	2011-2021 FMP
Fmp Planning - 110	7/21/2009	Joseph Ladouceur	10	2011-2021 FMP - Meeting @ MNR Region
Fmp Planning - 110	7/23/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning - 110	7/24/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	7/27/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	7/28/2009	Joseph Ladouceur	7	2011-2021 FMP
Fmp Planning - 110	7/29/2009	Joseph Ladouceur	4.5	2011-2021 FMP
Fmp Planning - 110	7/29/2009	Richard Shwedack	10.5	Meeting with Pic Heron Bay about Kenogami Amendment Esker Lake Road

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

July 1 to July 31, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
Subtotal Fmp Planning - 110			232	
GIS Ar Planning - 40	7/14/2009	Aaron Dorland	6	Preparation of final layers for Kenogami AR and checking and delivery of SAPs for depletions.
GIS Ar Planning - 40	7/30/2009	Aaron Dorland	7	Work on GIS layers for 2008 activities
GIS Ar Planning - 40	7/31/2009	Aaron Dorland	2	Work on layers for AR
Subtotal GIS Ar Planning - 40			15	
GIS Fmp Planning - 20	7/1/2009	Amelia Stephens	8.5	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/2/2009	Amelia Stephens	8	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer, also starting to verify some of Tara's work with this project at Chuck's request
GIS Fmp Planning - 20	7/6/2009	Amelia Stephens	2	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/7/2009	Amelia Stephens	3	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/8/2009	Amelia Stephens	5	fmp planning FTG planning project for Aaron, making custom maps for his to use in detailing the areas to be digitized for field work
GIS Fmp Planning - 20	7/9/2009	Amelia Stephens	3.5	fmp planning FTG planning project for Aaron, making custom maps for his to use in detailing the areas to be digitized for field work
GIS Fmp Planning - 20	7/9/2009	Amelia Stephens	3.5	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/10/2009	Amelia Stephens	3.5	fmp planning FTG planning project for Aaron digitizing in the areas for the FTG field work
GIS Fmp Planning - 20	7/10/2009	Amelia Stephens	3.5	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/23/2009	Amelia Stephens	4	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/24/2009	Amelia Stephens	4	fmp planning, comparison of updated stream layer and coding missing streams and stream segments to be pulled into the master layer
GIS Fmp Planning - 20	7/27/2009	Amelia Stephens	7	fmp planning, stream updates Note: arcmap blew out and took edits with it, verify with Jamie no reinstall needed.
GIS Fmp Planning - 20	7/28/2009	Amelia Stephens	2	fmp planning, water verification and alterations
GIS Fmp Planning - 20	7/30/2009	Amelia Stephens	0.5	fmp planning, updating the drainage layer
GIS Fmp Planning - 20	7/1/2009	Chuck McCrea	9	Checking numbers and adding more changes to Caribou

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

July 1 to July 31, 2009

TASK	START_DATE	PERSON	Hours	DESCSTART
GIS Fmp Planning - 20	7/2/2009	Chuck McCrea	9	checking BMI and Planning making with new Caribou
GIS Fmp Planning - 20	7/27/2009	Chuck McCrea	10	creating map products for caribou
GIS Fmp Planning - 20	7/28/2009	Chuck McCrea	10	adding Sgr's to BMI Layer and verifying
GIS Fmp Planning - 20	7/29/2009	Chuck McCrea	16	drove to longlac and finished SGR's and FFU's
GIS Fmp Planning - 20	7/30/2009	Chuck McCrea	10	updateing BMI with external attributes
GIS Fmp Planning - 20	7/31/2009	Chuck McCrea	10	Finished adding external data to BMI
Subtotal GIS Fmp Planning -			132	
GIS Silviculture - 15	7/24/2009	Aaron Dorland	1	FTG maps for Kenogami 2009 program.
GIS Silviculture - 15	7/29/2009	Aaron Dorland	3	Workign on AR coverages for 2008 activities
GIS Silviculture - 15	7/1/2009	Jessica Ross	2	Cleaning up blocks that were walked and gpsed
GIS Silviculture - 15	7/13/2009	Kristine Demars	7	Updating information and creating a series of FTG maps for FTG.
GIS Silviculture - 15	7/14/2009	Kristine Demars	9	Updating information and creating series of maps for FTG
GIS Silviculture - 15	7/15/2009	Kristine Demars	2	creating maps for FTG
GIS Silviculture - 15	7/15/2009	Kristine Demars	7	FTG field maps and composite maps
Subtotal GIS Silviculture - 15			31	
Operation Silviculture - 170	7/22/2009	Aaron Dorland	14	On the ground training for FTG for BMI staff on Kenogami Forest. Field stops for treeplant FOP review and reporting.
Operation Silviculture - 170	7/24/2009	Aaron Dorland	1	Review and approval of Kenogami Compliance reports. Checking of reported numbers for all plants vs. planned amounts.
Subtotal Operation Silvicultur			15	
Silviculture Planning - 125	7/7/2009	Aaron Dorland	2	Silviculture program review with MNR, planning for 09 FTG program
Silviculture Planning - 125	7/8/2009	Aaron Dorland	4	Data collection, manipulation and analysis for FTG obligation.
Silviculture Planning - 125	7/9/2009	Aaron Dorland	6	Creation of FTG maps for 2009 FTG program, FOPs for 2009 plant, Data collection, manipulation and analysis for FTG obligation.
Silviculture Planning - 125	7/10/2009	Aaron Dorland	4	FTG maps for 2009 / pickup review 2009 SAPs
Silviculture Planning - 125	7/13/2009	Aaron Dorland	4	Kenogami Free to Grow analysis
Silviculture Planning - 125	7/20/2009	Aaron Dorland	2	Summary and review of 2009 treeplant records
Silviculture Planning - 125	7/27/2009	Aaron Dorland	7.5	FTG summary project for KENF
Silviculture Planning - 125	7/28/2009	Aaron Dorland	6	FTG summary project for KENF
Silviculture Planning - 125	7/29/2009	Aaron Dorland	5	Work on KENF FTG status project
Subtotal Silviculture Planning			40.6	
Trust Acct Mangmnt- 140	7/28/2009	Aaron Dorland	1	Trust account management for Kenogami Forest
Subtotal Trust Acct Mangmnt-			1	
Total			469	

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

August 1 to August 31, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
Fmp Planning - 110	8/5/2009	Aaron Dorland	8	Kenogami Allocations and training Jeff on allocations
Fmp Planning - 110	8/6/2009	Aaron Dorland	7	Kenogami Allocations
Fmp Planning - 110	8/10/2009	Aaron Dorland	8	Allocations for KENF plan.
Fmp Planning - 110	8/17/2009	Aaron Dorland	8	KENF Allocs.
Fmp Planning - 110	8/18/2009	Aaron Dorland	7	KENF Allocs.
Fmp Planning - 110	8/10/2009	Deanna Hoffman	8	RSA discussion with outfitter
Fmp Planning - 110	8/17/2009	Deanna Hoffman	9.5	New caribou area potential harvest area, PT agenda.
Fmp Planning - 110	8/18/2009	Deanna Hoffman	10	AWS revisions, preferred harvest areas
Fmp Planning - 110	8/19/2009	Deanna Hoffman	10	RSA discussions, preferred harvest area
Fmp Planning - 110	8/20/2009	Deanna Hoffman	10	RSA discussions, preferred harvest area
Fmp Planning - 110	8/21/2009	Deanna Hoffman	9	Preferred harvest area
Fmp Planning - 110	8/24/2009	Deanna Hoffman	10	Nipigon task team meeting
Fmp Planning - 110	8/24/2009	Jeffrey Cameron	6	Meeting in Nipigon with MNR and Deanna.
Fmp Planning - 110	8/17/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	8/18/2009	Joseph Ladouceur	7	2011-2021 FMP
Fmp Planning - 110	8/19/2009	Joseph Ladouceur	10	2011-2021 FMP
Fmp Planning - 110	8/20/2009	Joseph Ladouceur	9	2011-2021 FMP
Fmp Planning - 110	8/21/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	8/24/2009	Joseph Ladouceur	9	2011-2021 FMP - Meeting @ Nipigon MNR office
Fmp Planning - 110	8/25/2009	Joseph Ladouceur	8	2011-2021 FMP
Fmp Planning - 110	8/26/2009	Joseph Ladouceur	10	2011-2021 FMP
Fmp Planning - 110	8/27/2009	Joseph Ladouceur	8	2011-2021 FMP - Meeting @ Thunder Bay MNR office
Fmp Planning - 110	8/31/2009	Joseph Ladouceur	8	2011-2021 FMP
Subtotal Fmp Planning - 110			195.5	
GIS Ar Planning - 40	8/20/2009	Amelia Stephens	3	got imagery and data from Chuck and started to digitize harvest depletions for the annual report
GIS Ar Planning - 40	8/21/2009	Amelia Stephens	2.5	digitizing depletions for the annual report
GIS Ar Planning - 40	8/24/2009	Amelia Stephens	7.5	digitizing depletions for the 2008 annual report
GIS Ar Planning - 40	8/27/2009	Amelia Stephens	6	digitizing depletions for the 2008 annual report
Subtotal GIS Ar Planning - 40			19	
GIS Fmp Planning - 20	8/6/2009	Amelia Stephens	2.5	fmp planning, started to verify some of Tara's earlier work on a completed section of the forest with regards to the new/missing stream section updates.
GIS Fmp Planning - 20	8/4/2009	Chuck McCrea	10	verifying data attribute changes in BMI for eventual eligibility layer
GIS Fmp Planning - 20	8/5/2009	Chuck McCrea	12	created Eligibility layer and ran checks for errors, started fixes of errors
GIS Fmp Planning - 20	8/6/2009	Chuck McCrea	12	drove to longlac went over eligibility layer with ops staff started to add sgr's to renewal layer
GIS Fmp Planning - 20	8/7/2009	Chuck McCrea	9	fixing eligibility layer
GIS Fmp Planning - 20	8/10/2009	Chuck McCrea	10	Worked on BMI layer calcing data and bringing new data in
GIS Fmp Planning - 20	8/11/2009	Chuck McCrea	10	Continued working on bmi layer and worked on eligibility layer checking ages

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

August 1 to August 31, 2009

TASK	START_DATE	PERSON	Hours	DESCSTART
GIS Fmp Planning - 20	8/12/2009	Chuck McCrea	15	drove to Longlac and return to thunder bay worked on eligibility layer and renewal and tending layer
GIS Fmp Planning - 20	8/13/2009	Chuck McCrea	9	Worked with BMI layer all day making maps
GIS Fmp Planning - 20	8/14/2009	Chuck McCrea	9	Workin with BMI layer, Caribou and Marten
GIS Fmp Planning - 20	8/17/2009	Chuck McCrea	10	Corrected Eligibility ages in BMI and eligibility layers
GIS Fmp Planning - 20	8/18/2009	Chuck McCrea	16	Drove to longlac and return created eligibility layer for Deanna and continued work on the Renewal layer
GIS Fmp Planning - 20	8/19/2009	Chuck McCrea	10	Mapping of caribou and Marten for meeting with MNR
GIS Fmp Planning - 20	8/20/2009	Chuck McCrea	10	Created mores mapping products for Mondays meeting, Marten And Caribou
GIS Fmp Planning - 20	8/21/2009	Chuck McCrea	9	Finalizing mapping products and continuing calcing items in the BMI
GIS Fmp Planning - 20	8/24/2009	Chuck McCrea	10	Caribou and Marten Maps for meeting
GIS Fmp Planning - 20	8/25/2009	Chuck McCrea	10	made more maps for FMP documentation Caribou, Marten with some changes from meeting
GIS Fmp Planning - 20	8/26/2009	Chuck McCrea	16	Started looking at roads and continued working on Renewal and tending for FMP Drove to Longlac and return to Thunder Bay
GIS Fmp Planning - 20	8/27/2009	Chuck McCrea	10	added more Marten data to BMI created more layer for maps products needed for FMP documentation
GIS Fmp Planning - 20	8/28/2009	Chuck McCrea	10	continued creating layers and adding data to them for map product for FMP documentation for map products worked on mapping products
GIS Fmp Planning - 20	8/31/2009	Chuck McCrea	10	
GIS Fmp Planning - 20	8/25/2009	Deanna Hoffman	9.5	Allocations
GIS Fmp Planning - 20	8/26/2009	Deanna Hoffman	10	Allocations
GIS Fmp Planning - 20	8/28/2009	Deanna Hoffman	7	Allocations.
GIS Fmp Planning - 20	8/31/2009	Deanna Hoffman	10	Allocations
GIS Fmp Planning - 20	8/5/2009	Jeffrey Cameron	3	allocations with Aaron
GIS Fmp Planning - 20	8/6/2009	Jeffrey Cameron	4	Allocations
GIS Fmp Planning - 20	8/7/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/10/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/11/2009	Jeffrey Cameron	7	Allocations
GIS Fmp Planning - 20	8/12/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/13/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/14/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/17/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/18/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/19/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/20/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/21/2009	Jeffrey Cameron	8	Allocations
GIS Fmp Planning - 20	8/24/2009	Jeffrey Cameron	2	Allocations
GIS Fmp Planning - 20	8/25/2009	Jeffrey Cameron	4	Allocation
Subtotal GIS Fmp Planning -			356	
GIS Silviculture - 15	8/27/2009	Deanna Hoffman	9	Balancing SFN Numbers.
GIS Silviculture - 15	8/28/2009	Deanna Hoffman	2	Balancing SFN Numbers.

GreenForest Management Inc.

Terrace Bay Pulp Inc - Kenogami Forest

August 1 to August 31, 2009

TASK	START_D ATE	PERSON	Hours	DESCSTART
Subtotal GIS Silviculture - 15			11	
Operation Silviculture - 170	8/6/2009	Aaron Dorland	4	FTG with BWI staff
Operation Silviculture - 170	8/7/2009	Aaron Dorland	12	FTG with BWI staff
Subtotal Operation Silvicultur			16	
Silviculture Planning - 125	8/19/2009	Aaron Dorland	5	FTG project
Silviculture Planning - 125	8/20/2009	Aaron Dorland	6	FOP changes.
Subtotal Silviculture Planning			11	
Total			608.5	

Court File No. CV-09-8062-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985 c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TERRACE BAY PULP INC.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF RUSSELL YORK
(Sworn September 11, 2009)**

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Lawyers for the Applicant

EXHIBIT "E"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

FRIDAY, THE 27TH 6th 2009

)

MR. JUSTICE MORAWETZ

)

DAY OF NOVEMBER, 2009



IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TERRACE BAY PULP INC.

ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an Order:

- (a) abridging the time for service of the Notice of Motion and Motion Record herein, validating the service of such motion material and dispensing with the service of such motion material on interested parties not served;
- (b) directing that all capitalized terms not otherwise defined herein have the same meaning as in the Fourth Report of Ernst & Young Inc., in its capacity as Monitor (the "**Monitor**") dated September 1, 2009 (the "**Fourth Report**");
- (c) authorizing and directing the Applicant to make payments up to a maximum amount of \$6,000,000 to Lucky Star in repayment of the principal amount outstanding pursuant to a certain debenture dated May 5, 2008 (the "**Debenture**");

- (d) adjourning the motion with respect to authorization for the Applicant to enter into a forest management agreement with GreenForest Management Inc. ("GMI") dated April 1, 2009 (the "**Forest Management Agreement**") *nunc pro tunc* as of April 1, 2009, and payment to GMI under the Forest Management Agreement, as more particularly described in the Fourth Report, until the earlier of the return of a motion by the Applicant in which the Applicant advises the Court: (i) whether or not the mill will be re-starting; (ii) that it will be developing a Plan of Arrangement; or (iii) that it will be commencing an alternate process with respect to the mill and the Applicant's operations;
- (e) approving the Fourth Report and the conduct and activities of the Monitor and its counsel as reported on therein;
- (f) directing that there is no Order for the payment of any person's costs of this motion including, without limitation, the prior adjournments hereof for the purposes of cross-examination of Russell York and the motion for directions that has been scheduled concerning the scope of the proposed cross-examination; and
- (g) such further and other relief as this Honourable Court may deem just;

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report and the Affidavit of Russell York sworn September 11, 2009 (the "**York Affidavit**"), filed, and on hearing the submissions of counsel for the Applicant and counsel for the Monitor and on being advised that Deloitte & Touché Inc. in its capacity as privately appointed Receiver of certain assets and property of Buchanan Forest Products Ltd. ("**BFPL**") and in its capacity as Trustee in Bankruptcy of BFPL does not oppose the relief granted herein,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this Motion is properly returnable today and

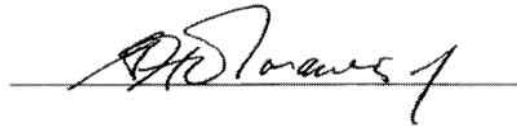
that any requirement for service of the Motion and the Motion Record on any parties other than the parties actually served with the Notice of Motion and the Motion Record is hereby dispensed with.

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein have the same meaning as in the Fourth Report.
3. **THIS COURT ORDERS** that the Applicant be and is hereby authorized and directed to make payments to Lucky Star up to a maximum amount of \$6,000,000 in repayment of the Debenture.
4. **THIS COURT ORDERS** that the motion with respect to the authorization for the Applicant to enter into the Forest Management Agreement and payment to GMI under the Forest Management Agreement is hereby adjourned until the earlier of the return of a motion by the Applicant in which the Applicant advises the Court: (i) whether or not the mill will be re-starting; (ii) that it will be developing a Plan of Arrangement; or (iii) that it will be commencing an alternate process with respect to the mill and the Applicant's operations.
5. **THIS COURT ORDERS** that the Fourth Report and the conduct and activities of the Monitor and its counsel as reported on therein, be and they are hereby approved.
6. **THIS COURT ORDERS** that there is no Order for the payment of any person's costs of this motion including, without limitation, the prior adjournments hereof for the purposes of cross-examination of Russell York and the motion for directions that has been scheduled concerning the scope of the proposed cross-examination.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV 06 2009

PER / PAR: 



IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985 c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TERRACE BAY PULP INC.

Court File No. CV-09-8062-00CL

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

ORDER

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Lawyers for the Applicant

EXHIBIT “F”

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS AMENDED AND RESTATED MANAGEMENT CONTRACT
is made and effective as of
this 1st day of April, 2009.

B E T W E E N:

TERRACE BAY PULP INC.
(the "Company")

- and -

GREENFOREST MANAGEMENT INC.
("GreenForest")

RECITALS:

A. Terrace Bay Pulp Inc. ("TBPI" or the "Company") operates a pulp mill in the Township of Terrace Bay Ontario, located in the District of Thunder Bay.

B. On March 11, 2009, TBPI commenced proceedings under the Canada *Companies' Creditors Arrangement Act* (the "CCAA Proceedings"). Ernst & Young Inc. is the Court-appointed monitor (the "Monitor") of TBPI in the CCAA Proceedings.

C. TBPI is the holder of a Sustainable Forest Licence #542256 issued by the Ministry of Natural Resources, in respect of an area known as the Kenogami Forest and accordingly has certain forest management obligations as set out in the said Licence.

D. GreenForest carries on business as a forest management services provider

E. TBPI wishes to retain the services of GreenForest to meet its SFL obligations on the Kenogami Forest and GreenForest is prepared to provide the foregoing, on the terms and conditions noted herein.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises, and of the mutual promises given by each of the Parties to the other of them, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Recitals are true and accurate, and form integral terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. In this Contract (which includes Schedule "A" hereto):
- 1.1.1 "AWS" means a document, mainly in the form of text, tables and maps, showing the order and extent of all work of any nature to be carried out during one year consistent with a FMP.
- 1.1.2 "Crown Stumpage Charges" means those costs invoiced to the Overlapping Licensees and the Company from the Ministry based on the volume of timber harvested from the Licence Area.
- 1.1.3 "Eligible Silviculture Work" means Eligible Silviculture Work as defined in the Sustainable Forest Licence.
- 1.1.4 "Forest" means the Kenogami Forest.
- 1.1.5 "Forest Management Operations" means the operational aspects of conducting forest management to meet the objectives of the forest management plan including but not limited to forest audits for certification or other purposes, surveys for forest renewal, planning, information gathering, data management, logistics support, special project personnel, silviculture operations, monitoring, reporting, compliance or any other activity necessary to remain in compliance with government regulation.
- 1.1.6 "Forestry Futures Trust" means the Forestry Futures Trust established by the Minister pursuant to the Crown Forest Sustainability Act.
- 1.1.7 "FMP" means a forest management plan, plan amendment, or contingency plan, prepared in accordance with the Forest Management Planning Manual ("FMPM") or a plan deemed to be a forest management plan pursuant to Section 71 of the Crown Forest Sustainability Act.
- 1.1.8 "FMPM" means the Forest Management Planning Manual (2004) which is a document that provides direction for all aspects of forest management planning for forest management plans scheduled for renewal after March 2007 for management units designated under the Crown Forest Sustainability Act in the Area of the Undertaking. It also provides direction for annual operations, monitoring, reporting and evaluation of forest management operations prepared under this manual and the Forest Management Planning Manual (1996) or any subsequent manuals that replace the 2004 version (i.e. FMPM 2009, which is presently in draft format).
- 1.1.9 "Forest Renewal Charges" means those costs invoiced to the Overlapping Licensees and the Company from the Ministry based on the volume of timber harvested from the Licence Area to support forest renewal activities on the Forest pursuant to the Crown Forest Sustainability Act.

- 1.1.10 "Forest Renewal Trust" means the Forest Renewal Trust established by the Minister pursuant to the Crown Forest Sustainability Act.
- 1.1.11 "Licence Area" means the lands designated in Appendix A of the SFL.
- 1.1.12 "Ministry" means the Ontario Ministry of Natural Resources.
- 1.1.13 "Operating Area" means the specific geographical area which is or which has been designated by the Company as being available for harvest by a specific Overlapping Licensee in a specific Year.
- 1.1.14 "Overlapping Licence" means a forest resource licence issued pursuant to section 38 of the Crown Forest Sustainability Act.
- 1.1.15 "Overlapping Licence Agreement" means an agreement in compliance with section 38 of the Crown Forest Sustainability Act between the Company on the one hand, and an Overlapping Licensee on the other hand, in respect of an Overlapping Licence issued or to be issued by the Ministry on the SFL.
- 1.1.16 "Overlapping Licensee" means the holder of an Overlapping Licence on the SFL other than the Company.
- 1.1.17 "Services" means all of the services listed in Schedule "A" to this Contract.
- 1.1.18 "SFL" means the sustainable forest license for the Kenogami Forest.
- 1.1.19 "Silvicultural Contract" means a contract between GreenForest on the one hand, and a provider of Eligible Silviculture Work services on the other hand.
- 1.1.20 "Year" means the period commencing April 1 of a calendar year and ending March 31 of the next ensuing calendar year.

2 APPOINTMENT OF MANAGEMENT CONTRACTOR

- 2.1. The Company hereby appoints GreenForest as forest manager for its Forest, to provide on a day-to-day basis the Services as specified in Schedule "A" of this Contract, and GreenForest accepts such appointment all on the terms and conditions herein contained.

3 PROVISION OF SERVICES

General

- 3.1. GreenForest shall provide the Services herein described in a manner consistent with prudent industry standards.

- 3.2. GreenForest shall perform all of its Services hereunder in such a manner as to ensure that with respect to the Services provided the terms and conditions of the SFL and are at all times complied with by the Company.
- 3.3. GreenForest may subcontract the supply of any Service, except Forest Management Planning services that are described in Schedule A, provided it continues to be liable hereunder for the provision thereof, and protects the confidentiality of any related information.
- 3.4. GreenForest shall report to and take direction from the General Manager of the Company with respect to its provision of the Services.
- 3.5. GreenForest shall provide the Services under its own name but shall always hold itself out as agent for the Company in doing so.
- 3.6. Except as provided by Section 8 herein, GreenForest may enter into contracts and exchange correspondence on behalf of the Company in carrying out the Services without prior approval from the Company.
- 3.7. In providing the Services, GreenForest shall comply with:
 - (a) all applicable laws, statutes, ordinances and requirements in regard to the same;
 - (b) all rules and regulations concerning safety and proper conduct of Forest Management Operations as may be established by the Company.

4 STAFFING

- 4.1. GreenForest shall provide sufficient resources to supervise and/or carry out the Services under this Contract. GreenForest shall oversee all Forest Management Operations on the Forest carried out pursuant to Schedule A of this Contract and the related terms and conditions of the SFL.

5 DESCRIPTION OF SERVICES

- 5.1. GreenForest shall provide in the areas of forest management planning, forest operations, silviculture operations, independent forest audits, compliance and certification monitoring, and other areas as described in Schedule "A".
- 5.2. GreenForest will provide any additional services required to meet the legal obligations of the SFL as identified from time to time by the Company. Any services not identified in Schedule A will come at an additional cost and will be negotiated between the Company and GreenForest prior to additional services being provided.

6 FOREST RENEWAL TRUST

- 6.1. GreenForest shall be designated as a signing authority on and administer on behalf of the Company the Forest Renewal Trust accounts for the Forest.

- 6.2. GreenForest shall provide the following Services relating to the administration of applications to the Forest Renewal Trust:
- (a) Record all silvicultural expenses incurred by GreenForest and the Company, and their respective contractors or subcontractors, on the Forest;
 - (b) Provide the Company with a detailed accounting of eligible silviculture costs on a monthly basis for invoicing to the Forest Renewal Trust for Eligible Silvicultural Work;
 - (c) Invoice the Forest Renewal Trust on behalf of the Company for Eligible Silviculture Work;
 - (d) Participate in periodic audits of the Forest Renewal Trust account by the Renewal Trust Fund Trustee;
 - (e) Make recommendations each Year for determining the subsequent Year's Forest Renewal Charge, as described in the SFL and pursuant to Section 49 of the Crown Forest Sustainability Act.
- 6.3. GreenForest shall ensure that the Company is in compliance with all of its obligations necessary to fully participate in the Forest Renewal Trust.
- 6.4. By March 1 of each Year, GreenForest will inform the Company as to the status of the Forest Renewal Trust Fund for the Forest with respect to its financial obligations of meeting Minimum Balance, as defined in the SFL. It is the financial responsibility of the Company to ensure the Forest Renewal Trust Fund has sufficient funds to meet Minimum Balance as of March 31 of each Year.

7 FORESTRY FUTURES TRUST

- 7.1. GreenForest shall prepare applications to the Forestry Futures Trust for funding to perform activities on the Forest. Applications approved by the Company will be submitted to the Forest Futures Trust Committee by GreenForest on behalf of the Company.
- 7.2. GreenForest shall prepare work plans for such work, ensure such work is implemented, monitor such work, and report on such work.
- 7.3. GreenForest shall prepare interim and final project work reports for all Forestry Futures Trust projects conducted under this Contract. Project work reports approved by the Company will be submitted to the Forest Futures Trust Committee by GreenForest on behalf of the Company. For the sake of clarity, the Company shall remain responsible for payment of project work invoices, regardless of whether there is complete reimbursement out of the said Trust.

8 LIMITATIONS ON GREENFOREST'S POWERS

- 8.1. Notwithstanding anything herein to the contrary, GreenForest does not have authority to carry out the following matters without the prior consent of the Company:

- (a) acquiring, leasing, selling or otherwise disposing of any asset or right of the Company;
- (b) borrowing of funds on behalf of the Company;
- (c) entering into contracts on behalf of the Company that are expressly prohibited by this Contract, or fall outside of the range of Services;
- (d) entering into contracts of insurance;
- (e) entering into a contract (other than an Overlapping License Agreement or Silvicultural Contract) on behalf of the Company that has a value of more than \$100,000, or has a term which is longer than the term of this Contract as determined in Article 12 herein.

9 **NOTIFICATION OF BREACHES AND NONPERFORMANCE**

- 9.1. GreenForest shall, on a timely basis, notify the Company of any breach of or default under the SFL, or Overlapping Licence Agreement, or any other agreement, any applicable law, regulation, policy or guideline.

10 **MANAGEMENT CONTRACTOR'S REMUNERATION**

- 10.1. GreenForest shall invoice the Company monthly for all of its direct costs incurred plus an administration fee for the Services (plus GST or HST).
- 10.2. The Company has the right to require GreenForest to provide such further information as may be reasonably necessary to justify any amount on the invoice. The Company shall pay for the Services provided within 15 days of receipt of GreenForest's invoice or such further information, as the case may be. A charge of 1.25 percent of the unpaid bill will be added as a penalty on the first day of default and/or on the first day of each calendar month thereafter.
- 10.3. By November 30 of each Year the Company and GreenForest will meet to identify the Services required in the upcoming Year and finalize the budget for the Company's operations for the upcoming Year for incorporation into the AWS. Any dispute on the proposed costs of GreenForest will be handled through Article 16 herein.

11 **EMPLOYEES**

- 11.1. GreenForest shall, for all purposes, be an independent contractor and the employees of GreenForest shall be servants of GreenForest and not of the Company.
- 11.2. GreenForest shall ensure that its employees and sub-contractors comply with all safety regulations and rules pertaining to the safe performance of the Services to be undertaken pursuant to this Contract.

- 11.3. GreenForest and its sub-contractors shall comply with all laws respecting its employees and their employment applicable to the Services provided pursuant hereto.

12 **TERM AND TERMINATION**

- 12.1. It is the intention of the parties to create a long term relationship. This agreement shall be for an initial term of 20 years and shall expire on March 31, 2029.

12.1.1 Termination without cause during CCAA Proceedings

During the period beginning April 1, 2009, until the date of termination of the CCAA Proceedings, this Contract may be terminated without cause by the Company. Termination of this Contract during the CCAA Proceedings shall be effective on the date that is 60 days after the date of delivery of a notice of termination by the Company (the "Termination Date"). In the event of a termination of this Contract by the Company during the CCAA Proceedings, the only liabilities of the Company to GreenForest shall be to pay an amount equivalent to the actual costs incurred by GreenForest as a result of the provision of goods or services related to the performance of the Contract by GreenForest prior to the Termination Date (the "Costs"), whether incurred on its own account or payable by GreenForest to third parties on the condition that GreenForest shall obtain approval of the Monitor and the Company prior to entering into any agreement or arrangement which would cause GreenForest to incur an individual obligation in excess of \$50,000. For clarity, the Costs shall not include any loss or damages (including any consequential, indirect, incidental, punitive or other damages), suffered or incurred by GreenForest arising from the breach, non-performance or early termination of any agreement between GreenForest and another party). This provision shall apply until the CCAA Proceedings are terminated, notwithstanding any other provision of this Contract, including the indemnity provisions contained in section 13 of this Contract.

12.1.2 Termination without cause after CCAA Proceedings

During the period following the termination of the CCAA Proceedings (the "Post-CCAA Period"), this agreement may be terminated without cause by either party. In the event of termination of this agreement during the Post-CCAA Period, such notice of termination shall be delivered before the end of a 5 year management plan period and shall be effective at the end of the next such 5 year period. In the event of termination during the Post-CCAA Period, the party terminating this agreement shall only be liable for such costs as are actually incurred by the other party arising from the termination. The party terminating the agreement shall also be responsible for, and shall indemnify the other party against, claims from third parties related to any such early termination. Further, during the Post-CCAA Period, unless notice of termination is given before December 31 of any calendar year, the agreement shall, on January 1 of each year, be extended for an additional year.

- 12.2. Either party may terminate this Contract in the event of a material default in performance hereunder by the other Party, if such default continues unremedied for more than six (6) months after written notice from the non-defaulting Party.

- 12.3. For the sake of clarity, the Parties acknowledge their intention to create a long-term relationship between them, terminable only as set out above. Any alleged breach of a provision of this Contract shall entitle a Party to a right to access the dispute

resolution process as provided herein. Each of the Parties shall use their best efforts to resolve their disputes as expeditiously as possible, bearing in mind their commitment to a rolling 20 year Term of this Contract.

- 12.4. This Contract shall be terminated upon acceptance by the Ministry of a surrender of the SFL by TBPI or by any termination, revocation, or cancellation of the SFL, or suspension of the SFL for a period in excess of 12 months.
- 12.5. Upon expiration of the Term of this Contract, or upon any termination of this Contract, the Parties shall continue to be obligated with respect to all payments and to their respective obligations to the date of such expiration or termination, and the joint ownership and access rights with respect to the Forest Management Information shall terminate, all such rights thereafter being vested solely in the Company.

13 **INDEMNITY**

- 13.1. GreenForest shall indemnify the Company against any loss, damage (other than those damages referred to in Section 18.1 herein), liability or expense (including reasonable attorney's fees) suffered or incurred by the Company caused by GreenForest's gross negligence or willful misconduct in the performance of the Services.
- 13.2. The Company shall indemnify GreenForest against any loss, damage (other than those damages referred to in Section 18.1 herein), liability or expense (including reasonable attorney's fees) which GreenForest suffers or incurs as a result of providing any Service, unless such loss, damage, liability or expense is a result of GreenForest's negligence or willful misconduct.
- 13.3. The party claiming indemnity hereunder shall promptly notify the other party, with all reasonable particulars, of the basis for each claim for indemnity hereunder. The party claiming the indemnity shall take no action to prejudice the other party's right to contest the basis of any claim giving rise to the request for indemnity, and shall afford the party receiving the notice an opportunity within the 30 day period following receipt of such indemnity notice to decide whether and to what extent any claim giving rise to the request for indemnity shall be contested or compromised, including whether to retain counsel. Unless otherwise agreed, the cost of such contestation including legal fees shall be at the expense of the person receiving the claim for indemnity. The party claiming indemnity shall at all times fully cooperate with the other party to minimize any loss, damage, liability or expense for which indemnity is claimed hereunder. All reasonable expenses incurred by the party claiming indemnity in providing such cooperation are to be paid with 30 days after demand by the other party.
- 13.4. These indemnity provisions relate to losses, damages, liabilities, or expenses based on claims by third parties and do not derogate from or limit remedies either party may have against the other for breach of his contract.

14 **CONFIDENTIALITY**

- 14.1. GreenForest shall hold, and shall cause its employees to hold, all information in respect of the businesses of the Company and of the Overlapping Licencees received by it under this Contract in strict confidence, unless and to the extent that such information is intended to be disclosed by those parties pursuant to their respective agreements with the Company, is in the public domain, or is required to be disclosed by law or an order of a court of competent jurisdiction.
- 14.2. The Company shall hold, and cause its employees to hold, all information in respect of the business of GreenForest received by it under this Contract in strict confidence, unless and to the extent that such information is intended to be disclosed by GreenForest pursuant to its agreements with the Company, is in the public domain, or is required to be disclosed by law or an order of a court of competent jurisdiction. In addition, the Company shall ensure that it does not disclose or allow its employees to disclose the confidential information associated with the software program used by GreenForest in performance of its Services herein.

15 **INSURANCE**

- 15.1. The Company shall obtain, at its expense, and maintain during the entire period of this Contract, a general liability insurance policy in an amount of not less than \$5,000,000 to protect GreenForest and the Company against any claim that may arise out of any act or omission of GreenForest or any employee or subcontractor of GreenForest in the performance of the Services under this Contract. Such policy shall name both the Company and GreenForest as insureds. The Company shall provide proof of such insurance within 30 days of the signing of this Contract, upon any change in that coverage including cancellation, and upon request by GreenForest.

16 **DISPUTES**

- 16.1. The Parties agree that any dispute which arises out of, or in connection with, this Contract, or in respect of any legal relationship associated or derived from this Contract (a "Dispute"), including but not limited to disputes specifically referenced above, shall be referred to and finally resolved by arbitration before a single Arbitrator.
- 16.2. Neither Party may commence arbitration proceedings with respect to a Dispute unless the Dispute has first been referred to a mediator (a "Mediator").
- 16.3. The Mediator shall be selected by mutual agreement of the Parties to the Dispute, and failing such mutual agreement, the Mediator shall be selected by the legal counsel for the Company.
- 16.4. All information provided by a Party to a Mediator shall be revealed on a strictly confidential basis, and shall not be divulged by the Mediator to the other Parties to the Dispute, except with the consent of the Party.
- 16.5. If the Mediator is unable to resolve the Dispute within 14 days of his/her

appointment, or advises the Parties prior to that time that he or she is unable to resolve the Dispute, any Party to the Dispute may commence arbitration proceedings with respect to the Dispute by delivery to the other Parties to the Dispute a notice of arbitration in writing. The Mediator shall not act as Arbitrator. The selection, process and jurisdiction of the arbitrator shall be in accordance with the provisions of the Arbitrations Act.

- 16.6. The costs of the mediation shall be borne equally among the Parties to the Dispute. The costs of the arbitration shall be borne, in the first instance, equally by the Parties to the Dispute, but the Arbitrator shall have the discretion to fix costs of the arbitration in such manner as he/she determines is appropriate in the circumstances.
- 16.7. All decisions of the Arbitrator shall be binding upon the Parties thereto, and not subject to review by any court.
- 16.8. The Arbitrator shall sit as an Arbiter of first instance, and not by way of appeal.

17 **NOTICES**

- 17.1. Any demand, notice or other communication (hereinafter referred to as a "Communication") to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail, by transmittal by facsimile or by E-mail.

To:

- (a) The Company, at the following address:

Terrace Bay Pulp Inc.

Terrace Bay, Ontario P0T 1C0

Attention: Bob Bryson, General Manager

Telephone: (807) 825-9840

Fax: (807) 825-9805

- (b) GreenForest, at the following address:

GreenForest Management Inc.

1980 John Street Road

Thunder Bay, Ontario P7B 0A3

c/o P.O. Box 22004, 470 Hodder Avenue

Thunder Bay, Ontario P7A 8A8

Attention: Bert Hennessey, R.P.F. – President

Telephone: (807) 343-6496

Email: bert@gfmiontario.ca

or to other such address, facsimile number, E-mail address or individual as may be designated by notice given by either Party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by fax or by E-mail, on the day of transmittal thereof. If the Party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery or by facsimile.

18 **FORCE MAJEURE**

- 18.1. If the full or partial performance of this Contract by either party is delayed, interrupted or prevented by any material event that could reasonably be considered to be a force majeure by reason that it is beyond the reasonable control of the party affected, which reason will include, but not be limited to any substantial or material accident, fire, explosion, flood, embargo, war, riot, act of God, enemy action, blockade, any decision of any government, or subdivision or agency thereof, (but does not include the inability of any party to obtain financing or any other financial inability on the part of a party), such party shall not be held responsible for failure to perform during the period of and to the extent that such party is delayed by one or more of such causes, provided that performance of this contract shall be resumed as soon as practical after such disability is remedied and such party fully complies with the provisions of paragraph 18.2 herein.
- 18.2. A party that is prevented, interrupted or delayed from fully performing its obligations hereunder due to the occurrence of one or more of the causes mentioned in paragraph 18.1 above shall:
 - 18.2.1 forthwith after the occurrence of such cause give notice to the other party informing it of such cause and in so far as known, the probable duration and extent to which such party shall be unable to perform or be delayed in performing its obligations hereunder;
 - 18.2.2 take whatever action may be appropriate and or reasonable to mitigate the extent or duration of the interruption or delay, provided that this obligation does not require a party to resolve a labour dispute; and,
 - 18.2.3 give prompt notice to the other party when such cause or causes have been eliminated or remedied.

19 **DAMAGES**

- 19.1. Notwithstanding anything to the contrary herein contained, neither GreenForest nor the Company shall be liable to the other party for any consequential, indirect, incidental, special, punitive or exemplary damages that may arise out of the failure of

the other party to perform any of its obligations hereunder.

20 **ENTIRE CONTRACT, MODIFICATION AND NON-WAIVER**

20.1. This contract constitutes the entire contract and understanding between GreenForest and the Company with respect to the subject matter of this Contract and supersedes any prior agreement and understanding concerning the subject matter hereof. This Contract may be amended only by written instrument executed by a duly authorized representative of GreenForest and the Company. The waiver of any default or breach hereunder by either GreenForest or the Company shall not operate as a waiver in respect of any other or subsequent default or breach.

21 **ASSIGNMENT**

21.1. This Contract may not be assigned by GreenForest or the Company in whole or in part except with the prior written consent of the other party.

21.2. Notwithstanding the provisions of s 21.1:

21.2.1 Either Party may, without consent, assign any of its interests in and obligations under this Contract to an "affiliate" as defined in the Ontario Business Corporations Act, provided such affiliate agrees to be bound by all of the provisions hereof, and

21.2.2 The Company acknowledges the right of GreenForest to subcontract some or all of its Services (save and except forest management planning), but it shall remain responsible to the Company for the due performance of such subcontracted Services.

22 **GOVERNING LAW, ENSUREMENT, TIME, ETC.**

22.1. This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and shall bind and ensure to the benefit of the parties hereto and their respective successors and permitted assigns. Time shall be of the essence.

23 **MISCELLANEOUS**

23.1. If GreenForest requires that any portion of the Services be performed by GreenForest at the Company's premises, the Company shall provide all appropriate computer hardware and standard operating software, office space, supplies, telephone and Internet access for the provision of such portion of the Services, at no additional cost to GreenForest.

23.2. GreenForest in all other respects shall, at its expense, provide for its own computer hardware, and standard operating software to facilitate the performance by GreenForest of the Services.

EXECUTED BY:

TERRACE BAY PULP INC.

By: _____

Name:

Officer:

GREENFOREST MANAGEMENT INC.

By: _____

Name:

Officer:

SCHEDULE "A"

To the Management Contract between:

TERRACE BAY PULP INC.

(the "Company")

And

GREENFOREST MANAGEMENT INC.

("GreenForest")

Dated April 1, 2009

Services Provided by GreenForest Management Inc.

Forest Management Planning

1. **Preparation and approval of Forest Management Plans (FMP), including:**
 - a. Overall FMP project management, including management of Planning Team (Plan Author, Project Manager/Chair)
 - b. Development of planning and base model inventories
 - c. Development of Resource Stewardship Agreements
 - d. Development of Aboriginal consultation approach
 - e. Strategic model preparation and approval
 - f. Long Term Management Direction preparation and approval, including addressing any required modifications
 - g. Planning proposed operations:
 - o Selection of areas of operations: development of Term 1, Term 2 and Contingency allocations
 - o Preparation and selection of Renewal and Tending operations/areas (develop overall silviculture program and silvicultural ground rules)
 - o Selection of Primary, Branch and Operational Road
 - o Develop prescriptions for operations (AOC planning)
 - o Verification of proposed and selected roads through aerial photos
 - o Development of Use Management strategies for Primary, Branch and Operational roads.
 - o Revenues and expenditures development
 - o Spatial assessments
 - h. Draft FMP submission
 - i. Address draft FMP required alterations and submission of final FMP
 - j. Conducting negotiations/discussions with relevant stakeholders (e.g. First Nations communities, tourist outfitters, trappers, etc.)
 - k. Conduct regular reports to Local Citizens' Committee (LCC) and Planning Teams
 - l. Make required presentations to the Ministry Regional Director
 - m. Participate in Issue Resolution
 - n. Meeting the specific Company FMPM obligations regarding the involvement of Aboriginal communities and consideration of their interests, in forest management planning
 - o. Conducting required public and stakeholder consultation, including, but not limited to the preparation of information centres

- p. Address any FMP changes resulting from Ministry of the Environment decisions on request for individual environmental assessments
 - q. Prepare and develop planned operations for the second five-year term (Phase II)
 - r. Conduct and submit, as required, any Contingency planning
 - s. Prepare and submit, as necessary, any amendments to the approved FMP
- 2. Preparation and approval of Annual Work Schedules, including:**
- a. Draft AWS preparation and submission in accordance with Ministry requirements and address any required alterations, including planned harvest areas, discussions and review with Licensees, submission to Ministry, address required alterations, ensure approval, present to LCC.
 - b. Final AWS submission and approval
 - c. Review AWS with the District Manager, Licensees and the LCC
 - d. Prepare and submit, as necessary, any revisions to the approved AWS
- 3. Preparation to support the approval of Annual Reports (AR), including:**
- a. Annual Report Submission and Approval including: collection and confirmation/verification of data (spatial and numeric) for forest management activities (aerial photo acquisition), summarize operations, analysis as required, discussion/implementation of IFA Action Plan items, submission, and present to LCC.
 - b. Revise and submit, as necessary, any alterations to the AR for final approval.
- 4. Independent Forest Audits (IFA), including:**
- a. Preparation of Trend Analysis report
 - b. Preparation and coordination of field audit activities and packages
 - c. Attend all meetings related to the IFA (pre-meeting, opening meeting, draft Audit Report meeting, Final Audit report meeting)
 - d. Meet with Auditors and the Ministry to review and comment on the Draft Audit report
 - e. Prepare the IFA Action Plan and liaise with those involved
 - f. Final IFA Action Plan submission and approval
 - g. Prepare a Status Report for the Action Plan
- 5. Certification, including:**
- a. Preparation of Trend Analysis report
 - b. Prepare and review background information required for audits
 - c. Attend all meetings related to the certification standard and certification audits
- 6. Relate to Compliance, including:**
- a. Compliance planning associated with FMP and AWS as described by the FMPM.

Silviculture

1. Silvicultural Activities

Program planning (AWS), budgeting, supervision, reporting (AR) and overall administration for the following activities:

- a. Tree Plant
- b. Seeding
- c. Stock Production
- d. Site Preparation (all types)
- e. Slash Management

- f. Tending (all types)
 - g. Surveys (FTG, survival, etc.)
 - h. Support Programs (cone collection, SAP's, etc.)
2. **Silviculture Contract**
 - a. Preparation
 - b. Tender and award contracts
 - c. Administration of contracts
 3. **FRT Trust Account management**
 - a. Invoice the Forest Renewal Trust Account
 - b. Supporting any Forest Renewal Trust Account audits
 4. **FMP development and support of associated components**
 - a. SGRs,
 - b. Silviculture Strategies,
 - c. Modeling inputs related to silviculture program and costs,
 - d. Program planning and forecasting (*programs as listed above*).
 5. **Annual Work Schedule**
 - a. Preparation and prescription development for all silviculture components, as listed above
 - b. Preparation of Forest Operational Prescriptions
 6. **Annual Report**
 - a. Preparation for all silviculture components (*as listed above*),
 - b. Review and updating of Forest Operational Prescriptions
 7. **Forestry Futures project development and implementation.**
 - a. Preparation and prescription development for all silviculture components, as listed above, related to the project
 - b. Planning and development of the application
 - c. Reporting and invoicing upon completion of milestones in the project
 - d. Final report preparation
 8. **Data management and GIS.**
 - a. Ensure all data is managed in a organized system to allow for continued monitoring of effectiveness of the silvicultural prescriptions

Operational Planning

1. Overlapping Licence Agreements

- a. GreenForest will meet with the Company or its designate and Forest Resources Licences (FRLs) holders each year prior to the development of the Annual Work Schedule. The purpose of the meeting will be to coordinate where each Overlapping Licensee will be harvesting and calculate the area and associated volumes for each FRL-holder.

- b. GreenForest will then prepare Licensee maps and the associated volumes and area calculations for each FRL-holder. The maps and associated agreements (provided by the Company or its designate) will be delivered for signature to the Company or its designate. Also, at that time, GreenForest will give its projected management costs to the SFL-holder or its representative.

2. Water-crossings

- a. GreenForest will conduct all water-crossing calculations that are necessary for the development and submission of the Annual Work Schedules. GreenForest will provide these calculations to the Company or its designate for installation purposes.
- b. The Company or its designate will be responsible for site inspections for all water-crossing installation and any required sediment control plans.

3. Aggregate Pits

- a. GreenForest will require the location of any potential aggregate pits for inclusion in the AWS.
- b. The Company or its designate will be responsible for applications of any potential aggregate pits and the required site inspections and reporting.

4. Roads Funding Agreements

- a. GreenForest will provide the required forest management planning information for the preparation of the Roads Funding Agreements. The information will be delivered to the Company or its designate for inclusion in the Roads Funding Agreement.

Other

- 1. Open communication with the Company and updates on status of the Services.
- 2. Presentations to the officers or directors of the Company, as required.