

**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

**SUPPLEMENTARY AFFIDAVIT OF WOLFGANG GERICKE
(Sworn May 9, 2014)**

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

Introduction

1. I am the President and sole director of Terrace Bay Pulp Inc. ("**Terrace Bay**" or the "**Company**") and, as such, have knowledge of the matters deposed to in this affidavit. Where this affidavit is not based on my direct personal knowledge, it is based on information and belief and I have indicated the source of such information and belief and I verily believe such information to be true.

Purpose

2. This affidavit is sworn in addition to and supplementary to my affidavit sworn May 5, 2014 (the "**Gericke Affidavit**") in support of the Company's motion for orders, among other things, approving four Sale Transactions.

3. The purpose of this affidavit is to: (i) update the Court with respect to an amendment to the Township Purchase Agreement; and (ii) provide the Court with a copy of the Reasons for Sentence of Justice Pelletier delivered April 4, 2014 in the OHSA Proceedings.
4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Gericke Affidavit.

Amendment to Township Purchase Agreement

5. As I advised in the Gericke Affidavit, Terrace Bay, with the assistance of the Monitor, is reviewing its options with respect to the Unsold Property. The Unsold Property includes a 10 x 130.59 foot walkway (the “**Walkway**”). Attached hereto as **Exhibit “A”** is a map of the Walkway. It is a ten foot wide walkway off of Superior Avenue located between two residential lots in the Township of Terrace Bay.
6. Due to the size, nature and location of the Walkway, it is anticipated that the Walkway will be difficult to dispose of and of little value. In order to avoid incurring any additional costs with respect to the Walkway, and to assist in the wind-down of the Company’s estate, the Company engaged the Township in discussions about a potential transfer of the Walkway.
7. On May 8, 2014, the Company and the Township agreed to amend the Township Purchase Agreement pursuant to which the Township agreed to purchase the Walkway for nominal consideration. Attached hereto as **Exhibit “B”** is a copy of redacted correspondence between the Township’s and Company’s solicitors amending the

Township Purchase Agreement as set out therein (the “**Amendment**”). The purchase price is redacted from this correspondence.

8. As set out in the Amendment, the Township’s acquisition of the Walkway is subject to Council for the Township passing a By-Law approving the purchase. In the event that this condition is not satisfied, the Amendment provides that the Township Sale Transaction will proceed with the Walkway excluded from the conveyance.
9. As further set out in the Amendment, the Approval and Vesting Order sought on this motion to approve the Township Purchase Agreement will be revised to include the Walkway.

OHSA Proceedings

10. The Gericke Affidavit provided an update in respect of the OHSA Proceedings and noted that a copy of Justice Pelletier’s reasons for decision had been requested but not yet received. Attached hereto as **Exhibit “C”** is a copy of the Reasons for Sentence of Justice Pelletier delivered April 4, 2014 in the OHSA Proceedings.
11. This affidavit is made in support of the Company’s motion for, among other things, approval of the Sale Transactions, and for no other purpose.

SWORN BEFORE ME at the City of
Thunder Bay, in the province of Ontario, this
9th day of May, 2014



A Commissioner for Taking Affidavits

B. PAUL JASIURA

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)
)
)

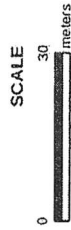

WOLFGANG GERICKE

This is **Exhibit "A"** referred to in the
Supplementary Affidavit of Wolfgang Gericke
sworn the 9th day of May, 2014



A COMMISSIONER, ETC.

B. PAUL JASIURA



PROPERTY INDEX MAP
THUNDERBAY (No. 55)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER
- BLOCK NUMBER
- SECURITIZED FIDUCIARY EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

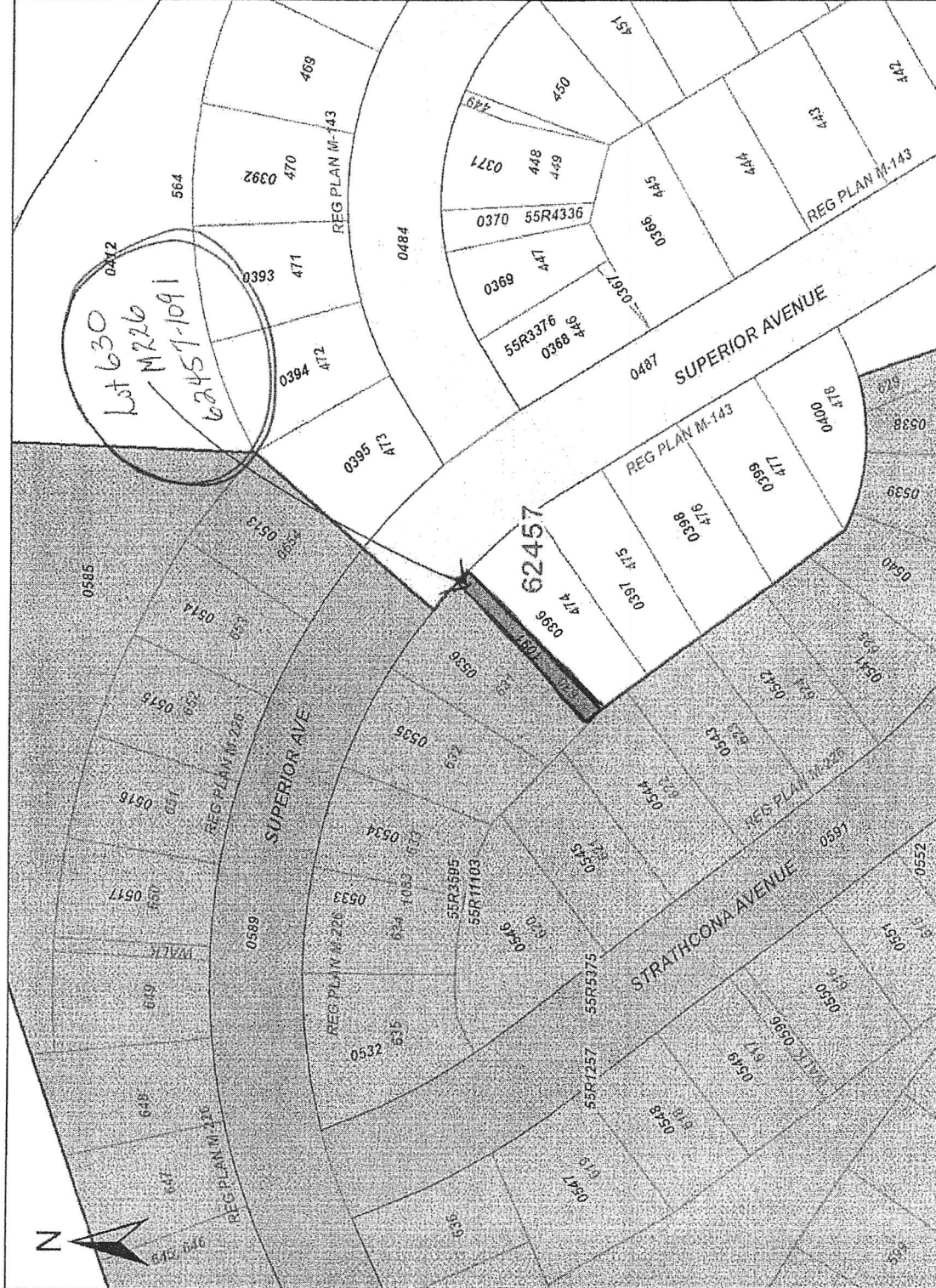
REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND RECORDS AVAILABLE TO THE REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



This is **Exhibit "B"** referred to in the
Supplementary Affidavit of Wolfgang Gericke
sworn the 9th day of May, 2014



A COMMISSIONER, ETC.

B. PAUL JASIURA •

WILLIS, JENNA

From: MCKITRICKS <mckits@tbaytel.net>
Sent: Thursday, May 08, 2014 4:52 PM
To: D'ALIMONTE, SILVANA
Cc: todd.j.ambachtsheer@ca.ey.com; Alex.F.Morrison@ca.ey.com;
'sheryl.seigel@mcmillan.ca'; HUFF, PAM; MCGRAW, MICHAEL; WILLIS, JENNA; ISMOND,
BETTY LOU; cao@terracebay.ca; treasurer@terracebay.ca
Subject: Re: Terrace Bay Pulp Inc. s/t Township of Terrace Bay
Importance: High

I agree. We have a deal. Thanks.

Allan

On Thu, 8 May 2014 17:48:07 -0400

"D'ALIMONTE, SILVANA" <SMDA@blakes.com> wrote:

> Allan,

>

> As discussed, I would suggest the following additional sentence be
>added to the end of Section 2.9:

>

> "If the Reference Plan has not been prepared and registered by the
>Closing Date, either the Vendor or the Purchaser shall have the option,
>subject to Section 8.1 below, of extending the Closing Date for a
>period or periods of time by notice in writing to the other party or to
>the other party's solicitors. If the Closing Date, as extended by the
>Vendor or the Purchaser hereunder, is more than ten (10) Business Days
>after the Reference Plan is actually registered, then the Closing Date
>shall be deemed to be amended to be the 10th Business Day after the
>actual registration of the Reference Plan."

>

> Kindly confirm your agreement with the foregoing on behalf of the
>Township by return email.

>

> Many thanks

> Silvana

>

> Silvana M. D'Alimonte

> Partner

> smda@blakes.com

> Dir: 416-863-3860

>

>

>

>

> Blake, Cassels & Graydon LLP

> 199 Bay Street, Suite 4000, Toronto ON M5L 1A9

> Tel: 416-863-2400 Fax: 416-863-2653
> <http://www.blakes.com> | <http://twitter.com/BlakesLaw>
>
> Blake, Cassels & Graydon LLP | Barristers & Solicitors | Patent &
>Trade-mark Agents This email communication is CONFIDENTIAL AND LEGALLY
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>the telephone number shown above or by return email and delete this
>communication and any copy immediately. Thank you.
>
> L'information paraissant dans ce message électronique est
>CONFIDENTIELLE. Si ce message vous est parvenu par erreur, veuillez
>immédiatement m'en aviser par téléphone ou par courriel et en détruire toute copie. Merci.
>
> -----Original Message-----
>From: MCKITRICKS [mailto:mckits@tbaytel.net]
>Sent: Thursday, May 08, 2014 4:31 PM
>To: D'ALIMONTE, SILVANA
>Cc: todd.j.ambachtsheer@ca.ey.com; Alex.F.Morrison@ca.ey.com;
>'sheryl.seigel@mcmillan.ca'; HUFF, PAM; MCGRAW, MICHAEL; WILLIS, JENNA;
>ISMOND, BETTY LOU; cao@terracebay.ca; treasurer@terracebay.ca
>Subject: Re: Terrace Bay Pulp Inc. s/t Township of Terrace Bay
>
> Silvana,
>
> On behalf of the Township, we agree to the contents of your email
>received at
> 3:58 p.m. today except that we suggest that the changes to Section 2.9 read:
>
> "...either the Purchaser or the Vendor shall have the option, subject
>to Section 8.1 below, of extending the closing date for a period or
>periods of time by notice in writing to the other Party or the other Party's Solicitor."
>
>
> Please confirm your agreement with that change.
>
> Regards,
>
> Allan G. McKitrick, Q.C.
>
> AGM/cr
>
>
> On Thu, 8 May 2014 15:58:03 -0400
> "D'ALIMONTE, SILVANA" <SMDA@blakes.com> wrote:
>> Allan,
>>
>> Reference is made to the purchase agreement dated as of January 29,
>>2014 between Terrace Bay Pulp Inc. ("TBPI"), as vendor, and The
>>Corporation of the Township of Terrace Bay (the "Township"), as
>>purchaser, in respect of the lands more particularly described therein
>>(such purchase agreement, as previously amended, the "Purchase Agreement").
>>

>> This is to confirm that for good and valuable consideration the
>> parties have agreed to amend the Purchase Agreement as follows:
>>

>> 1. The Township agrees to purchase from TBPI, and TBPI agrees to
>> sell

>> to the Township, those additional lands and premises described as PIN
>> 62457-1091 (LT), being Parcel 12878, Section TBF, Lot 630 on Plan M226
>> Strey SRO, Township of Terrace Bay (the "Laneway Lands"), for a
>> purchase price of \$
>>

>> 2. The Township's obligation to complete the purchase of the Laneway
>> Lands is subject to Council for the Township passing a by-law
>> approving the purchase of such Laneway Lands on or before May 26,
>> 2014. If the foregoing condition is not satisfied on or before May
>> 26, 2014, the definition of "Property" in the Purchase Agreement shall
>> be deemed to be amended by deleting the Laneway Lands therefrom, but
>> otherwise the Purchase Agreement remains in full force and effect. If
>> the Township does not deliver a written notice of satisfaction or
>> waiver of the foregoing by-law approval condition on or before May 26,
>> 2014, such condition shall be deemed to have been satisfied.
>>

>> 3. Existing Schedule "B" to the Purchase Agreement (which contains
>> the legal description of the Property) shall be deleted in its
>> entirety and replaced with a revised Schedule "B" attached to this
>> email (which now includes the Laneway Lands). (A blacklined copy of
>> Schedule "B" is also attached for your convenience.)
>>

>> 4. The form of Approval and Vesting Order currently attached as
>> Schedule "C" to the Purchase Agreement shall be amended as follows:
>> (i) by replacing Schedule B to the Approval and Vesting Order with the
>> contents of the revised Schedule "B" to the Purchase Agreement
>> attached to this email; and
>> (ii) by replacing Schedule C to the Approval and Vesting Order with
>> the revised Schedule C attached to this email (which now includes
>> reference to the Laneway Lands). (A blacklined copy of Schedule C is
>> also attached for your
>> convenience.)
>>

>> 5. Section 2.9 of the Purchase Agreement shall be amended by adding
>> the following sentence to the end thereof: "If the Reference Plan has
>> not been prepared and registered by the Closing Date, the Vendor shall
>> have the option, subject to Section 8.1 below, of extending the
>> Closing Date for a period or periods of time by notice in writing to
>> the Purchaser or to the Purchaser's solicitors."
>>

>> All other terms and conditions of the Purchase Agreement shall remain
>> the same, and time is to be of the essence.
>>

>> Please confirm the Township's agreement with the foregoing by return
>> email as soon as possible today.
>>

>> Many thanks

>> Silvana

>>

>> Silvana M. D'Alimonte

>> Partner

>> smda@blakes.com<<mailto:smda@blakes.com>>

>> Dir: 416-863-3860

>>

>>

>> _____

>>

>> [cid:image87927a.GIF@31152e85.438451ef]

>>

>>

>>

>> Blake, Cassels & Graydon LLP

>> 199 Bay Street, Suite 4000, Toronto ON M5L 1A9

>> Tel: 416-863-2400 Fax: 416-863-2653

>> [blakes.com](http://www.blakes.com)<<http://www.blakes.com>> |

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>>

>>

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>>delete this communication and any copy immediately. Thank you.

>>

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>>CONFIDENTIELLE. Si ce message vous est parvenu par erreur, veuillez

>>immédiatement m'en aviser par téléphone ou par courriel et en détruire

>>toute copie. Merci.

>>

>>

>>

>

>

> McKittricks

> Barristers and Solicitors

> 17A Cumberland Street S.

> Thunder Bay, ON P7B 2T3

> Tel: (807) 345-1251

> Fax: (807) 345-0043

> email: mckits@tbaytel.net

>

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>received this communication in error, please notify our office immediately.

>

>

McKittricks
Barristers and Solicitors
17A Cumberland Street S.
Thunder Bay, ON P7B 2T3
Tel: (807) 345-1251
Fax: (807) 345-0043
email: mckits@tbaytel.net

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This is **Exhibit "C"** referred to in the
Supplementary Affidavit of Wolfgang Gericke
sworn the 9th day of May, 2014



A COMMISSIONER, ETC.

B. PAUL JASIURA

ONTARIO COURT OF JUSTICE

HER MAJESTY THE QUEEN

v.

TERRACE BAY PULP INC.

R E A S O N S F O R S E N T E N C E

BEFORE THE HONOURABLE MADAM JUSTICE J.L. PELLETIER
on April 4th, 2014, at THUNDER BAY, Ontario

APPEARANCES:

L. Forestier

K. Matthews

Counsel for the Crown
Counsel for Terrace Bay Pulp
Inc.

(i)
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ONTARIO COURT OF JUSTICE
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WITNESSES

WITNESSES

Examination
in-Chief

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Examination

Re-
Examination

EXHIBITS

EXHIBIT NUMBER

ENTERED ON PAGE

RULING

REASONS FOR JUDGMENT

REASONS FOR SENTENCE

1

Transcript Ordered:

April 20th, 2014

Transcript Completed:

April 21st, 2014

Ordering Party Notified:

April 28th, 2014

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)

FRIDAY, APRIL 4th, 2014:

PELLETIER, J.: (orally)

5 Today's sentencing hearing of Terrace Bay Pulp Inc.
is sad and it is one of the most difficult tasks
this court has been assigned because it involves
the loss of life that was accidentally but
needlessly lost. The life of a young man, Terry
10 Berthelot, known as T.J. who was a son, brother,
father, fiancé, partner, friend, soul mate,
companion, cousin, community member, musician,
outdoorsman, and an employee. He was loved by many
and sadly this court, bound by rules and
15 principles, must do one of the most difficult tasks
a Judge is assigned: to impose a sentence in the
case of a life lost when there is no amount of
sentence that can replace the loss of life and love
of T.J. and that makes it so much more difficult.

20 I send my personal condolences but also the
condolences of our court to the Berthelot family
for their loss.

25 This matter comes before the court as breaches
under Section 25(1)(a) and 25(2)(a) of the
Occupational Health and Safety Act. By way of an
agreed statement of facts the court heard that on
30 October 31, 2011 a chain of events occurred leading
to an explosion of a blow tank containing hazardous
substances during welding and grinding repairs were
undertaken and while T.J. was assigned to perform

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)

the tasks of isolate lockout the blow tank. The explosion was of such force that sadly it killed T.J..

5 The breaches of the legislation come as a result of the failures of Terrace Bay Pulp Inc. to ensure measures and procedures were carried out in conducting blow tank work prior to a welding undertaking upon that blow tank and, that all reasonable precaution was undertaken by the corporate employee so as to protect and prevent employees, including T.J.. In particular Terrace Bay Pulp Inc. failed to ensure that the drum upon which T.J. was working was cleaned free of explosive material.

15 These reasons are with respect to the sentence to be imposed on the corporate defendant Terrace Bay Pulp Inc. for those offences.

20 The parties proposed a joint submission to a fine totalling \$275,000. Two hundred thousand on count number one and \$75,000.00 on count number two. The Ontario Court of Appeal has set out repeatedly the test to be applied by a trial court in accepting a joint submission. The court must be satisfied that the joint submission is not contrary to public interest nor bring the administration of justice in disrepute. To determine that test counsel have provided this court with relevant jurisprudence demonstrating that the joint submission proposed is within the range of sentence to corporate

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)
defendants who have found themselves facing similar
breaches with similar fatal results.

In addition to the jurisprudence the court must
also examine the mitigating and aggravating
circumstances.

I begin by first noting that Section 66 of the
Ontario Occupational Health and Safety legislation
is the offences and penalty section. Section 66(2)
states that if a corporation is convicted of an
offence for failing to comply with the Act or the
Regulations that a fine that may be imposed upon
the corporation is \$500,000.00. In addition to the
statutes, the leading Ontario Court of Appeal
decision setting out the jurisprudential principles
on the sentencing for breach of Regulations under
the *Occupational Health and Safety Act* is a case
known as *R. v. Cotton Felts Ltd.*. At paragraph 19
the court in *Cotton Felts*¹ stated this.

"The *Occupational Health and Safety Act* is part
of a large family of statutes creating what are
known as public welfare offences. The Act has a
proud place in this group of Statutes because
its progenitors, the *Factory Acts*, were among
the first modern public welfare statutes
designed to establish standards of health and
safety in the workplace. Examples of this type
of statute are legion and cover all facets of
life, ranging from safety, to consumer
protection, to ecological conservation. In our
complex interdependent modern society such
regulatory statutes are accepted as essential in
the public interest. They ensure standards of
conduct, performance, and reliability by various
economic groups and make life tolerable for all.

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)

To a very large extent the enforcement of such statutes is achieved by fines imposed on offending corporations. The amount of the fine will be determined by a complex consideration including the size of the company involved, the scope of the economic activity in issue, the extent of actual potential harm to the public, and the maximum penalty prescribed by Statute. Above all the amount of the fine will be determined by the need to enforce regulatory standards by messages of deterrence."

Both counsel led the court through the principles binding this court in the *Cotton Felts Ltd.* decision. While we all recognize that T.J.'s life cannot be valued in dollars and cents the law only provides a financial penalty to corporate employer defendants who breach their regulatory obligations.

The Crown relied upon cases to demonstrate that the joint submission meets the primary principle of deterrence both specific and general by addressing the actual and potential harm for the employer's failure. The cases the Crown and defence relied upon demonstrate that significant fines will be imposed where the actual harm is the loss of life from the conduct of the employer and those fines ranged from \$150,000.00 to \$300,000.00 reserving the \$500,000.00 maximum penalty for the most worse violator where the outcome is multiple fatal deaths.

The defence assisted the court by providing an overview of the company Terrace Bay Pulp Inc. setting out its history, its occupational health and safety record, the numbers of employees it

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)

employed, its economic contribution to the small community of Terrace Bay and the broader region of northwestern Ontario and its tax base. The company is no longer operating and is currently subject, as I understand it, to creditor protection.

There is no question that Terrace Bay Pulp Inc. was a large employer in Terrace Bay and the region and, that Terrace Bay Pulp Inc. played a positive economic role including its spin-offs. The court is also mindful that until this tragic situation Terrace Bay Pulp Inc. had no previous occupational health and safety violations or provincial record. I am also aware and accept that Terrace Bay Pulp Inc. entered a plea of guilt, removing the agony and costs associated with a trial both for the family and the public. The court also accepts that this was not an intentional act to cause harm or death and the company has demonstrated its accountability by entering a plea of guilt and as counsel pointed out by paying a heavy toll for its negligence.

That being said, while Terrace Bay Pulp Inc. had no regulatory or criminal record the parties agreed that there was an incident on January 13th, 2011 that resulted in worker injury. In addition as the Crown described the loss of life is the worst outcome for an employer who violates the provisions of the *Occupational Health and Safety Act*. Nothing can reverse the failure of Terrace Bay Pulp Inc. causing the actual death of T.J. and nothing will

R. v. Terrace Bay Pulp Inc
Reasons for Sentence - Pelletier, J. (orally)
restore T.J.'s loved ones, family and friends to
their vibrancy having him in their lives before his
death.

5 It is a significant loss to the Berthelot family
and the community and region of Terrace Bay. The
Occupational Health and Safety legislation is a
remedial public welfare statute intended to
10 guarantee a minimum level of protection for the
health and safety of workers. In this case, in
T.J.'s case and in his family's case the employer
failed in their obligations and a message of
deterrence must be sent to all employers that they
are responsible for the lives of their workers and
they must take every reasonable precaution as
15 required under the law to ensure the protection of
their workers and to ensure that no lives are lost.
It is the wish of the Berthelot family that the
lesson be learned by all so that no family has to
bear the pain and the grief that they have and,
20 continue to bear. Sadly, realizing there is no
price to put on the life of T.J. yet the only way
the message of deterrence can be sent by this court
is to do so through significant monetary penalty.
I am satisfied that counsel have worked diligently
25 to ensure the joint submission that they put before
the court is within the range of sentence
satisfying this court's requirements to accept a
joint submission. Accordingly fines will be
30 imposed in accordance with the joint submission on
Terrace Bay Pulp Inc. as follows.

R. v. Terrace Bay Pulp Inc
Sentence

On count number one there will be a fine of \$200,000.00. On count number two it will be recorded on the record as a fine of \$75,000.00. The victim fine surcharge is also payable in the amount of \$65,750.00 for a total of fines and victim fine surcharge of \$343,750.00.

The court notes for the record and orders that pursuant to Section 66 (4) of the *Provincial Offences Act* Terrace Bay Pulp Inc. is granted an extension of time until April 4th, 2016 in which to pay the fine and the victim fine surcharge which have been imposed. Accordingly and unless further extended by the court this court orders that the fine and surcharge are each due to be paid by April 4th, 2016.

MS. FORESTIER: Your Honour perhaps I misunderstood. The second count that you are dealing with is in fact count number three...

THE COURT: I am sorry.

MS. FORESTIER: ...on the information? If, If, and perhaps I misunderstood but...

THE COURT: No I actually read it wrong. You are correct. It is count number three, second count upon which I am sentencing. So it is count number three is a fine of \$75,000.00. Are there any questions?

MS. FORESTIER: There, there are no, no questions Your Honour from, from the Crown's perspective. I'm not sure if Mr. Matthews has any objections. There are number of remaining counts on the information that deals with the explosion which I

R. v. Terrace Bay Pulp Inc
Sentence

believe Your Honour had identified is 121247?

THE COURT: That is correct.

MS. FORESTIER: If the balance of those charges on the information can please be marked withdrawn at the Crown's request.

THE COURT: Thank you...

MS. FORESTIER: ...and with, sorry.

THE COURT: ...all remaining counts on information 121247 excepting counts one and three of course are marked withdrawn.

MS. FORESTIER: Thank you and with respect to the second information that's before the court and I believe the number that Your Honour read out loud earlier was 120051 and if I, if I did not correctly note that this is the information with respect to the January 13th, 2011 incident...

THE COURT: M'hmm.

MS. FORESTIER: ...I'd ask that those counts on that information all be marked withdrawn at the Crown's request please.

THE COURT: Thank you. Information 120051 is marked withdrawn.

MS. FORESTIER: And that Your Honour completes the matters on the list. Thank you very much for your very careful reasoning.

THE COURT: Thank you, thank you, thank you.

FORM 2

CERTIFICATE OF TRANSCRIPT (SUBSECTION 5(2))

I, Lynn Andrechuk, certify that this document is a true and accurate transcript
of the recording of Her Majesty the Queen and Terrace Bay Pulp Inc. in the
Ontario Court of Justice held at 1805 East Arthur Street, Thunder Bay, Ontario
taken from the

Recording Nos. **4211-CR4-0140304-073658-6-PELLETIERJ.DCR**
which has been certified in Form 1.

April 28/14
Date

Lynn Andrechuk
Signature of Authorized Person(s)

Transcribed and Certified by: L. Andrechuk

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VIOLATION OF ONTARIO REGULATION 587/91, ADMINISTRATION
OF JUSTICE ACT, JANUARY 1, 1990**

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

**SUPPLEMENTARY AFFIDAVIT
OF WOLFGANG GERICKE
Sworn May 9, 2014**

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Barristers and Solicitors
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Jenna Willis, LSUC #58498U
Tel: (416) 863-3348
jenna.willis@blakes.com
Fax: (416) 863-2653

Lawyers for Terrace Bay Pulp Inc.