

AND TO: THUNDER BAY, CITY OF
 Provincial Land Tax Division
 500 Donald Street East
 Thunder Bay, Ontario
 P7C 0A5

Rob Colquhoun (Manager, Revenue Division)
 Telephone: 807 625-2255
 Facsimile: 807 623-1164
 E-mail: rcolquhoun@thunderbay.ca

AND TO: TIMISKAMING FOREST ALLIANCE INC.
 P.O. Box 550
 Englehart, Ontario
 P0J 1H0

Allan Foley, General Manager
 Telephone: 705 544-2828
 Facsimile: 705 544-2921
 E-mail: allan@timfor.com

AND TO: TIMMINS FOREST PRODUCTS LTD.
 10 Harold Avenue
 South Porcupine, Ontario
 PON 1H0

Albert Boudreau
 Telephone: 705 235-2040
 Facsimile: 705 235-2711
 E-mail: albert@timminsforest.com

AND TO: TIMMINS, CITY OF
 Finance Department
 City Hall
 220 Algonquin Blvd. East
 Timmins, Ontario
 P4N 1B3

Telephone: 705 360-2631
 Facsimile: 705 360-2699
 E-mail: finance@timmins.ca

Assessment Roll Numbers: 56 27 010 060 28101 0000
 56 27 010 060 28000 0000

**AND TO: TORONTO DOMINION (TEXAS) LLC AND
TORONTO DOMINION (TEXAS) LLC, AS AGENT**
31 West 52nd Street
New York, NY 10019

Jason Algazi
E-mail: Jason.algazi@tdsecurities.com

AND TO: TORONTO, CITY OF
Tax Accounts
Revenue Services Division
General Correspondence
5100 Yonge Street
Toronto, Ontario
M2N 5V7

General Correspondence
Telephone: 416 338-4829
Facsimile: 416 696-3605

AND TO: TORONTO-DOMINION BANK
77 King Street West, 18th Floor
Royal Trust Tower, TD Centre
Toronto, ON M5K 1A2

Ben Montgomery
Telephone: 604 654-3525
E-mail: ben.montgomery@tdsecurities.com

Bill O'Connor
Telephone: 416 982-5663
E-mail: bill.oconnor@tdsecurities.com

AND TO: TORONTO-DOMINION BANK
43 Elm Street
Sudbury, Ontario
P3E 4R7

Tina Clark (Branch Manager)
Telephone: 705 669-4000
Facsimile: 705 675-5497
E-mail: clarkt3@td.com

AND TO: TORONTO-DOMINION BANK
P.O. Box 420
240 Main Street East
North Bay, Ontario
P1B 1B1

Charles Elliott (Bank Manager)
Telephone: 705 472-4370
Facsimile: 705 472-6383
E-mail: charles.elliott@td.com

AND TO: TOYOTA CREDIT CANADA INC.
80 Micro Court, Suite 200
Markham, Ontario
L3R 9Z5

Customer Service Department
Telephone: 905 513-8200
Facsimile: (local): 905 513-9776
Facsimile: (toll free): 1-800-665-4948

AND TO: TRILON BANCORP INC.
c/o Brookfield Asset Management
181 Bay Street, Suite 300
Toronto, Canada M5J 2T3

Jon Haick
E-mail: jhaick@brookfield.com

AND TO: TRUE NORTH HARDWOOD PLYWOOD INC.
P.O. Box 1956
Cochrane, Ontario
P0L 1C0

Bill Howe
Telephone: 705 272-7656
Facsimile: 705 272-3570
E-mail: bill.howe@truenorth.com
howeb@truenorthhp.com

AND TO: WAHGOSHIG FIRST NATION

PO Box 629
Matheson, Ontario
P0K 1N0

David Babin (Chief)

Telephone: 705 273-2055
Facsimile: 705 273-2900
E-mail: wahgoshig@wahgoshigfirstnation.com

AND TO: WAHGOSHIG RESOURCES INC.

PO Box 629
Matheson, Ontario
P0K 1N0

Marcel Lacasse

Telephone: 705 273-2055
Facsimile: 705 273-2900
E-mail: wrimanager@ntl.sympatico.ca

AND TO: WEST FACE CAPITAL

2 Bloor Street East, Suite 810
Toronto, ON M4W 1A8

Peter Fraser (Partner)

Telephone: (647) 724-8903
Fax: (647) 724-8910
E-mail: peter@westfacecapital.com

AND TO: WEST NIPISSING, MUNICIPALITY OF

Treasury Department
101-225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1

Louise Rainville, Treasurer

Telephone: 705 753-2250 ext. 6901
Facsimile: 705 753-3950
E-mail: lrainville@municipality.westnipissing.on.ca

AND TO: WOOLLINGS, GREG
76 Third Street
Kirkland Lake, Ontario
P2N 1S5

Telephone: 705 567-6061
Facsimile: 705 567-6482
E-Mail: tinawool@ntl.sympatico.ca

AND TO: WORKPLACE SAFETY & INSURANCE BOARD
Legal Services Branch
200 Front Street West
P.O. Box 4115, Station "A"
Toronto, Ontario
M5W 2V3

Eric Kupka
Telephone: 416 344-3148
Facsimile: 416 344-3160
E-mail: eric_kupka@wsib.on.ca

Account #: 3937364
Firm #: 020038EA

AND TO: XEROX CANADA LTD.
33 Bloor Street East, 3rd floor
Toronto, Ontario
M4W 3H1

Jason Moyse, Legal Counsel
Telephone: 416 972-7145
Facsimile: 416 926-1203
E-mail: jason.moyse@xerox.com

AND TO: TOWNSHIP OF JAMES
P.O. Box 10
Elk Lake, Ontario
P0J1G0

AND TO: TOWNSHIP OF CHAMBERLAIN
R.R. #3Englehart, Ontario
P0J1H0

AND TO: MUNICIPALITY OF TEMAGAMI
P.O. Box 220
Temagami, Ontario
POH 2H0

AND TO: CITY OF TEMISKAMING SHORES
Box 2050
Haileybury, Ontario
POJ 1K0

**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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP**

Applicants

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SIXTH REPORT OF THE MONITOR
DATED JANUARY 15, 2010

INTRODUCTION

1. On June 25, 2009, Grant Forest Products Inc. ("GFPI"), Grant Alberta Inc. ("GAI"), Grant Forest Products Sales Inc. ("GFPSI") and Grant U.S. Holdings GP (the "Grant Partnership" or "U.S. Holdings") (collectively the "Original Applicants") obtained protection under the *Companies' Creditors Arrangement Act* ("CCAA") in order to restructure the business and affairs of the Original Applicants. Pursuant to the Order of this Honourable Court dated June 25, 2009 (the "Initial Order"), Ernst & Young Inc. ("EYI") was appointed as the Monitor of the Original Applicants (the "Monitor") in the CCAA proceeding. The Initial Order provided for a stay of proceedings through to July 24, 2009. The stay of proceedings has been subsequently extended, most recently to February 26, 2010 (the "Stay Period") pursuant to an Order of this Honourable Court dated November 30, 2009.

PURPOSE

2. The purpose of this Sixth Report of the Monitor (the "Sixth Report") is to report to this Honourable Court with respect to:

- a. the status of the marketing process to sell the business and operations of the Original Applicants as described in the Initial Order (the “**Marketing Process**”);
- b. the Original Applicants’ motion for an order in the form attached as Schedule ‘A’ to the Original Applicants’ notice of motion dated January 15, 2010, to approve a transaction (the “**Transaction**”) as contemplated by a purchase agreement (the “**PSA**”) between the Applicants and the Additional Applicants (as defined below) (collectively hereinafter, the “**Applicants**” or “**Grant**”) and GP International Acquisition III, Ltd. (the “**Canadian Purchaser**”), Georgia-Pacific LLC (the “**U.S. Purchaser**”), and GP Palmetto Holding LLC (the “**Additional U.S. Purchaser**”) (collectively “**Georgia Pacific**”) to sell a substantial portion of the Applicants’ assets and operations, as set out in further detail in this Sixth Report.
- c. the motion of The Toronto-Dominion Bank (the “**First Lien Lenders’ Agent**”), the agent of the first lien lenders who were owed approximately \$399 million plus accrued interest as of May 31, 2009 (the “**First Lien Lenders**”) to, among other things, include Southeast Properties LLC (“**Southeast**”), Grant Newco LLC (“**Newco**”), Grant US Sales Inc. (“**U.S. Sales**”), Grant Clarendon LP (“**Clarendon**”), Grant Allendale LP (“**Allendale**”), and Grant Excluded GP (“**Excluded**”) as additional applicants to these CCAA proceedings (collectively, the “**Additional Applicants**”);
- d. an overview of the cash flow forecast of the Additional Applicants; and
- e. the Original Applicants’ motion to approve this Sixth Report and the conduct and activities of the Monitor as presented in this Sixth Report.

TERMS OF REFERENCE

3. In preparing this Report, the Monitor has been provided with and in making the comments herein, relied upon unaudited financial information, the Applicants’ books and records, financial information prepared by the Applicants and discussions with management of the Applicants. The Monitor has not audited,

reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of such information contained in this Sixth Report. Some of the information referred to in this Sixth Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants (“CICA”) Handbook, has not been performed. Future oriented financial information referred to in this report was prepared based on management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

4. Unless otherwise stated all monetary amounts contained herein are expressed in U.S. Dollars.
5. Capitalized terms not defined in this Report are defined in the Initial Order or previous Reports of the Monitor.

BACKGROUND

6. GFPI and certain of its subsidiaries are privately owned corporations carrying on an oriented strand board (“OSB”) manufacturing business from facilities located in Canada and the United States. OSB is an engineered, mat-formed panel product made of strands, flakes or wafers sliced from logs and bonded with an exterior-type binder under heat and pressure. The most common uses are sheathing in walls, floors and roofs in the construction of buildings and residential housing.
7. The Applicants and Footner Forest Products Ltd. (“Footner”) (in which GFPI has a 50% interest), have a total annual capacity to produce 3.7 billion square feet of OSB, which makes them the third largest OSB manufacturer in North America.
8. The Applicants and Footner have interests in three mills in Canada located at Englehart and Timmins in Ontario and High Level in Alberta, and two mills in the

United States located in the counties of Allendale and Clarendon in South Carolina.

9. The OSB mills located in Englehart (the **"Englehart Mill"**) and Timmins (the **"Timmins Mill"**) in Ontario are owned by GFPI, and as such, are subject to these CCAA proceedings.
10. GFPI also has a 50% interest in an OSB mill located at High Level in Alberta (the **"Footner Mill"**). This OSB mill is held by Footner as bare trustee and GFPI owns 50% of the shares of Footner. The Footner mill itself is not directly subject to these CCAA Proceedings.
11. The OSB mills located in Allendale (the **"Allendale Mill"**) and Clarendon (the **"Clarendon Mill"**) in South Carolina are owned by Allendale and Clarendon respectively, each of which is owned by Southeast. Each of these entities are included as Additional Applicants and subject to issuance of an order by this Honourable Court, would become subject to these CCAA Proceedings.
12. The Grant Partnership, which is one of the Original Applicants, owns 100% of Southeast.
13. GFPI, also one of the Original Applicants, owns 99.99% of the Grant Partnership (and GAI, another Original Applicant owns, the remaining 0.01%); thereby, GFPI and GAI collectively own indirectly the Allendale Mill and the Clarendon Mill.
14. Attached as Appendix 'A' to this Sixth Report is the Applicants' organization chart setting out the Original Applicants, the Additional Applicants, Footner (which is not part of these CCAA proceedings) and Grant Equipment Corp. (an affiliate company, also not part of these CCAA proceedings).
15. In addition to the above noted OSB mills, GFPI owns certain assets which are not required for the operations of the OSB business, including premises in Haileybury (the **"Haileybury Office"**), a golf course in Earlton, (the **"Golf Course"**), a 65 foot custom built motor boat which is currently located in Florida (the **"Boat"**) and certain property located at New Liskeard in Ontario (the **"MTO Property"**) (collectively, the **"Non-Core Assets"**). With the exception of the MTO Property,

a full description of the Non-Core Assets was provided in the Second Report of the Monitor dated July 21, 2009 (the "**Second Report**").

16. As a result of the present market conditions and the reduced demand for OSB and other wood products, only the Englehart Mill and the Allendale Mill are presently operating. Both the Timmins Mill and the Footner Mill are idle. The Clarendon Mill is a new mill which is substantially complete but has not yet been put into production.
17. On June 25, 2009, this Honourable Court issued the Initial Order which, among other things, approved the continuation of the engagement of Stonecrest Capital Inc. ("**Stonecrest**") as Chief Restructuring Advisor (the "**CRA**") of the Applicants with services to be provided by Hap Stephen and Sandra Rosch.

GFPI'S DEBT STRUCTURE

18. The Applicants have two levels of primary secured debt. The total debt obligations are comprised of the following facilities:

First Lien Credit Agreement

- a. As discussed in the affidavit of Mr. Peter Lynch dated June 22, 2009 in support of the motion for the issuance of the Initial Order (the "**Lynch Affidavit**"), as at May 31, 2009, the First Lien Lenders were owed the principal amount of approximately \$399 million plus accrued interest of approximately \$5.3 million pursuant to a credit agreement dated as of October 26, 2005, as amended by an agreement dated as of March 21, 2007 (the "**First Lien Credit Agreement**").
- b. In addition, as discussed in the Lynch Affidavit, as at May 31, 2009, approximately \$8.7 million was owed to one or more of the First Lien Lenders pursuant to interest rate swap agreements and such liability is also secured by the security held by the First Lien Lenders' Agent.

Second Lien Credit Agreement

- The Bank of New York Mellon (“**BNY**”) (as successor agent to The Toronto-Dominion Bank and Toronto Dominion (Texas) LLC) is the agent (the “**Second Lien Lenders’ Agent**”) for the second lien lenders (the “**Second Lien Lenders**”) which, as discussed in the Lynch Affidavit, as at May 31, 2009, were owed the principal amount of approximately \$150 million plus accrued interest of approximately \$42 million pursuant to a credit agreement dated as of March 21, 2007, as amended and assigned by an amendment and appointment and acceptance agreement dated as of April 30, 2009 (the “**Second Lien Credit Agreement**”).
19. GFPI and the Grant Partnership are the borrowers under the First Lien Credit Agreement with GAI, GFPSI, Southeast, Allendale, Clarendon, Newco and U.S. Sales as guarantors of the First Lien indebtedness.
 20. The Grant Partnership is the borrower under the Second Lien Credit Agreement with GFPI, GFPSI, GAI, Southeast, Allendale, Clarendon, U.S. Sales and Newco as guarantors of the Second Lien debt.
 21. GFPI and the Grant Partnership are in default under the First Lien Credit Agreement and Grant Partnership is in default under the Second Lien Credit Agreement (collectively, the “**Credit Agreements**”).
 22. The First Lien Lenders’ Agent holds various security in Canada granted in its favour by each of GFPI, GAI and GFPSI over each of their respective property and assets (the “**First Lien Security**”) for the benefit of the First Lien Lenders.
 23. The Second Lien Lenders’ Agent holds various security in Canada granted in its favour by each of GFPI, GAI and GFPSI over each of their respective property and assets (the “**Second Lien Security**”) for the benefit of the Second Lien Lenders.
 24. As set out in the affidavit of Mr. William O’Connor (as representative of the First

Lien Lenders' Agent) dated January 15, 2010 (the "**O'Connor Affidavit**"), the Applicants, Southeast, Allendale, Clarendon, U.S. Sales, the First Lien Lenders' Agent and the Second Lien Lender's Agent are parties to an agreement dated March 21, 2007 (the "**Intercreditor Agreement**"). A copy of the Intercreditor Agreement is attached as Exhibit 'A' to the O'Connor Affidavit. Among other things, the Intercreditor Agreement provides that the existing Second Lien Security is junior and subordinate in all respects to the existing First Lien Security.

STATUS OF THE MARKETING PROCESS

25. The Monitor understands from discussions with the Applicants that prior to the commencement of the CCAA proceedings the Applicants had engaged as a financial advisor, a prominent investment banking firm to advise on capital and strategic options to address the Applicants' debt position and liquidity needs, which included a market canvass to raise capital, locate investors or sell the business. This process did not result in a capital solution or a transaction which the Applicants could implement. Although this process was not successful at the time, the Applicants were of the view that a transaction to sell the business as a going concern or to sponsor a plan of arrangement could still be consummated in the CCAA proceedings.
26. The Initial Order provided for the immediate commencement of the Marketing Process in accordance with the protocol attached as Appendix 'A' to the Initial Order (the "**Investment Offering Protocol**") to provide interested parties with the opportunity to offer to purchase the business and operations in whole or part of the Applicants as a going concern or offer to sponsor a plan of arrangement of the Applicants, or any of them.
27. The Marketing Process included all operations and businesses of the Original Applicants and the Additional Applicants.
28. As set out in the Second Report, paragraph 18 of the Initial Order and the Investment Offering Protocol authorized and directed the Original Applicants to

engage an investment offering advisor (the “**Investment Offering Advisor**”), subject to the approval of the Monitor and the First Lien Lenders’ Agent, to assist in connection with the conduct of the Marketing Process. Subsequent to the issuance of the Initial Order, the Original Applicants requested that the Monitor undertake the role of the Investment Offering Advisor. The First Lien Lenders’ Agent was also in concurrence with the Monitor fulfilling the Investment Offering Advisor role.

29. At the commencement of the Marketing Process, the Monitor and the CRA set out protocols for the involvement of the Applicants’ Management (“**Management**”) and the Applicants’ shareholders in the Marketing Process, as certain members of Management and Mr. Peter Grant Sr., as a major indirect shareholder of GFPI, had potential involvement with certain of the prospective bidders in the Marketing Process. The Monitor is of the view that this arrangement ensured a fair and level playing field for all bidders.
30. An informal committee of independent members of the Board of Directors was formed (the “**Independent Directors Committee**”), which excluded Mr. Peter Grant Sr., Mr. Peter Grant Jr. (both members of the founding Grant family) and Mr. Peter Lynch (the primary non-Grant family member of management guiding the Applicants through the CCAA process). As such, Management and the Grant family did not, until the successful bid was selected, receive information as to the identity or content of the bids received during the Marketing Process, nor were they involved in the evaluation of the bids received at each stage of the Marketing Process.
31. The Initial Order set out three phases to the Marketing Process. Briefly, *Phase I* comprised the identification by the Investment Offering Advisor of potential interested parties and the development of certain information with the assistance of Management, to be sent to the potential interested parties. At the end of *Phase I*, interested parties were required to submit expressions of interest (“**EOI**’s) on the basis of which certain interested parties would be invited to *Phase II*.
32. In *Phase II*, interested parties were invited to attend management presentations

(the “**Management Presentation**”), tour the Applicants’ OSB mills and conduct further due diligence. At the end of *Phase II*, interested parties were required to submit revised EOI’s on the basis of which a selected party would be invited to *Phase III*.

33. In *Phase III*, Grant was required to conduct final negotiations of an agreement to sponsor a plan of arrangement or sell the operations to an interested party and seek the approval of this Honourable Court of the negotiated agreement. The Investment Offering Protocol prohibited the Applicants from filing any plan of arrangement with this Honourable Court or entering into an agreement to sell the business or any material part of the business without the prior written approval of the First Lien Lenders’ Agent, at the direction of the First Lien Lenders then holding not less than 66 2/3% of the total amount of the then outstanding indebtedness owing by the Applicants to the First Lien Lenders.
34. The Marketing Process conducted by the Investment Offering Advisor with the assistance of the CRA is described in greater detail below.

Phase I

35. As discussed in the Second Report, further to the appointment of the Monitor as the Investment Offering Advisor, the Original Applicants, the CRA and the Investment Offering Advisor collectively took the following steps in June and July of 2009 at the commencement of the Marketing Process:
 - a. Prepared a two page overview of the Applicants’ business and operations (the “**Teaser**”) and a non-disclosure agreement (the “**NDA**”) to be executed by interested parties who planned to participate in the Marketing Process. A copy of the Teaser is attached as Appendix ‘B’ to this Sixth Report;
 - b. Set up an electronic data room (the “**Data Room**”) including materials relevant for assessing the business and operations of the Applicants. A summary of the index of the Data Room is attached as Appendix ‘C’ to this Sixth Report;

- c. Compiled a list of potential interested parties, including parties that expressed an interest in the Applicants' operations prior to the CCAA proceedings and further parties that were not part of the pre-CCAA marketing process that was conducted by the Applicants. In addition, the list included other parties whose interest was known to the Applicants, the Monitor or the CRA. The Monitor also requested the First Lien Lenders' Agent and the Second Lien Lenders' Agent for names to be added to the list of interested parties;
- d. Contacted 91 interested parties by phone and distributed the Teaser, the NDA and a letter dated July 2009 which set out the process for interested parties to follow and the key dates to the Marketing Process. A copy of the letter is attached as Appendix 'D' to this Sixth Report;
- e. Negotiated NDAs as required. In addition, a bid protocol letter (the "**Bid Protocol Letter**") was provided to all interested parties that set out a process which each interested party was requested to adhere to in formulating its bid with respect to the following:
 - i. discussions with the Applicants' current lenders;
 - ii. obtaining new financing from the current lenders to the Applicants;
 - iii. interaction with the Grant family and their advisors; and
 - iv. discussions with other interested parties in respect to potential joint bids;
- f. For each of the above items in subparagraph (e) above, the Investment Offering Advisor would be party to and/or advised of such discussions. A copy of the Bid Protocol Letter is attached as Appendix 'E' to this Sixth Report.
- g. Issued to each of the interested parties, an EOI instruction letter that set out the detail and information that interested parties were required to include in the EOI and the timing thereof. A copy of the EOI instruction letter is attached as Appendix "F" to this Sixth Report; and

- h. Provided an updated Management Presentation to the interested parties who had executed NDAs. A copy of the Management Presentation is attached as Appendix 'G' to this Sixth Report. As this appendix contains sensitive financial information of the Applicants that interested parties had to sign an NDA to receive, the Applicants are requesting a sealing Order from the Honourable Court with respect to Appendix 'G'.
36. Strong interest was demonstrated by interested parties during *Phase I* of the Marketing Process. As discussed in the Fourth Report of the Monitor dated October 8, 2009 (the "**Fourth Report**"), at the end of *Phase I* on July 31, 2009, Grant received 13 EOIs from interested parties. Pursuant to the Initial Order, these expressions of interest were evaluated by the Investment Offering Advisor and the CRA in consultation with the Independent Directors Committee and the First Lien Lenders' Agent. Based on the evaluation, eight interested parties were invited to *Phase II* to conduct further due diligence. The Investment Offering Advisor also informed a spokesperson of the Second Lien Lenders as to how many parties were being invited to *Phase II*.
37. The Investment Offering Protocol was organized and implemented by the Investment Offering Advisor and the CRA. Management did not participate in the evaluation of the EOI's in order to maintain confidentiality of the EOI's received by the Investment Offering Advisor.

Phase II

38. As set out in the Fourth Report, during *Phase II*, interested parties were provided access to the Applicants' OSB facilities and were permitted to conduct further due diligence.
39. At the commencement of *Phase II*, the Investment Offering Advisor sent a process letter to each interested party invited to *Phase II* setting out the process with respect to *Phase II* of the Marketing Process including the instructions to co-ordinate mill site tours and attend due diligence meetings with Management. A copy of the *Phase II* bid process letter is attached as Appendix 'H' to this Sixth

Report.

40. The Investment Offering Advisor attended each facility visit and facilitated the due diligence process with the CRA and with the assistance of Management. The Investment Offering Advisor and the CRA also facilitated one on one meetings with each interested party and Management.
41. Interested parties initially had until August 30, 2009 to submit revised proposals to the Investment Offering Advisor. In accordance with the Initial Order, this date was subsequently extended to September 11, 2009 by Grant with the consent of the Monitor and the First Lien Lenders' Agent, in order to accommodate the due diligence requirements, the plant tour schedules and management meetings with the eight interested parties. The Investment Offering Advisor communicated the revised timeline to the interested parties through a letter which set out the detailed bid information required to be submitted by interested parties at the end of *Phase II* and provided updated timing for the submission of the revised bids. A copy of the second *Phase II* bid process letter is attached as Appendix 'I' to this Sixth Report.
42. Five interested parties submitted revised proposals to the Investment Offering Advisor on or before September 11, 2009. Two of the bids received were for either lower consideration or contained terms and conditions which made them clearly inferior to the other three. The other bids received from three bidders (the "**Short Listed Parties**") included financial considerations which were within a similar range of each other. However each of these three bids was subject to outstanding due diligence items to be completed and a number of significant conditions precedent to the closing of the transaction. In the view of the Monitor and the CRA, these outstanding due diligence items and closing conditions represented significant risks to the completion of the transaction. Accordingly, the Monitor as provided for in the Initial Order, further extended the date for the Short Listed Parties to submit revised bids to October 2, 2009 ("*Phase IIb*"). The purpose of the *Phase IIb* process was to provide the Short Listed Parties with the opportunity to further progress on completing their outstanding due diligence and

address or reduce closing conditions, thereby reducing the closing risk of each bid. Such extension was confirmed to the Short Listed Parties in a letter dated September 28, 2009 by the Investment Offering Advisor. The letter also set out further details with respect to the revised final bids that were due on October 2, 2009. A copy of this letter is attached as Appendix 'J' to this Sixth Report.

43. At the end of *Phase IIb* on October 2, 2009, the Monitor received revised bids from each of the Short Listed Parties. Pursuant to the Initial Order, these revised bids were evaluated by the Investment Offering Advisor and the CRA.
44. The evaluation of the bids of the Short Listed Parties by the Investment Offering Advisor and the CRA included the following:
 - a. the overall level of consideration of each of the bids;
 - b. the composition of the consideration contained in each of the bids, including the amount of cash consideration being offered;
 - c. The potential incremental realizable value, net of costs, from the assets excluded from each the bids;
 - d. the risk with respect to the financing of each of the bids; and
 - e. the closing risks of each of the bids.
45. An overview of the bids of the Short Listed Parties is attached as Appendix 'K' to this Sixth Report. As this appendix contains sensitive commercial information relating to the competitive bids received, the Applicants are requesting a sealing Order from this Honourable Court with respect to Appendix 'K' to this Sixth Report.
46. The bids of the Short Listed Parties along with a summary of such bids was presented to the steering committee of the First Lien Lenders (the "**First Lien Lenders' Steering Committee**").
47. After a vote of the Steering Committee on October 16, 2009, the First Lien Lenders' Agent advised the Monitor that the First Lien Lenders representing in

excess of 66 2/3% of the First Lien Credit Agreement debt, had voted in favour, of the selection of Georgia Pacific's bid to proceed to *Phase III* of the Marketing Process.

48. Headquartered in Atlanta, Georgia, Georgia Pacific is one of the world's leading manufacturers and marketers of tissue, packaging, paper, pulp, and building products and related chemicals. Georgia Pacific employs approximately 40,000 people at about 300 locations in North America, South America and Europe.
49. On October 14, 2009, the Monitor and the CRA presented the summary of the bids to the Independent Directors Committee. After having an opportunity to consider the bids, on October 16, 2009, the Independent Directors Committee approved the selection of Georgia Pacific as the final party and authorized Management to enter into an exclusivity agreement with Georgia Pacific for the purpose of negotiating a purchase and sale agreement with Georgia Pacific.
50. As discussed in the Fifth Report of the Monitor dated November 26, 2009 (the "**Fifth Report**"), the Monitor and the CRA contacted the Second Lien Lenders' Agent to advise that the Monitor and the CRA would review the bids received in *Phase IIb* with the Second Lien Lenders' members who were prepared to agree that the confidentiality provisions of the Second Lien Credit Agreement would apply to any information received in respect of the bids of the Short Listed Parties and the Marketing Process. On October 15, 2009, the Monitor and the CRA conducted a conference call with those Second Lien Lenders who confirmed confidentiality to review the status of the Marketing Process and the bids of the Short Listed Parties received. Comments of participants were solicited, although no formal vote was undertaken in light of the ad-hoc nature of the group participating. The group asked questions but did not make a formal recommendation.
51. Based on the evaluation of the bids, as described in paragraph 44 above, the recommendation of the Monitor and the CRA, the discussions with the Second Lien Lenders referred to above, the approval of the First Lien Lenders Steering Committee and the authorization of the Independent Directors Committee, GFPI

entered into an exclusivity agreement with Georgia Pacific on October 20, 2009, which required the Applicants to refrain from seeking bids, responding to or negotiating with any party other than Georgia Pacific with respect to the items included in the bid of Georgia Pacific during the exclusivity period (the “**Exclusivity Period**”) which was reported on in the Fifth Report.

52. The Exclusivity Period was extended through a series of extensions to January 8, 2010 to enable the Applicants and Georgia Pacific to negotiate a purchase and sale agreement which could be brought before the court for approval.
53. On January 8, 2010, the parties finalized the PSA, a copy of which is attached as Appendix ‘L’ to this Sixth Report. As a result of the requirement of Georgia Pacific, due to the PSA containing sensitive financial and commercial information related to the Transaction, the Applicants are requesting a sealing Order from this Honourable Court with respect to Appendix ‘L’ to this Sixth Report.
54. An overview of the key terms of the PSA is provided later in this Sixth Report and in Appendix ‘M’, attached hereto.
55. In accordance with the Initial Order, the Applicants extended the date to file a plan of arrangement and submit the plan to affected creditors or complete an asset purchase agreement and submit the same to the Court for approval, through a series of extensions to February 1, 2010. This amendment was consented to by the Monitor and the First Lien Lenders’ Agent.
56. It is the Monitor’s view that the Marketing Process included a structured, fair, wide and effective canvassing of the market as demonstrated by the following:
 - a. contact by the Investment Offering Advisor of 91 interested parties comprising both financial and strategic parties located in North America, South America, Europe and Asia;
 - b. the execution of 32 NDA’s by interested parties who were then granted access to review the Data Room and the subsequent submission of 13 EOI’s at the end of *Phase I*;

- c. the EOI's of eight interested parties that were invited to participate in *Phase II* provided a value range which was market derived and tested, and as such, supported the conclusion that the consideration included in Georgia Pacific's bid reflected fair value;
- d. of the eight interested parties that were invited to *Phase II*, five submitted improved bids in respect of consideration and/or closing conditions at the close of *Phase II* and of the three interested parties that were invited through to *Phase IIb*, each party again improved its bid in terms of consideration and/or closing conditions at the end of *Phase IIb*;
- e. the selection of Georgia Pacific to negotiate a PSA was based on a thorough analysis of all of the financial and commercial terms presented in all of the bids, was recommended by the Monitor and the CRA and was approved by the First Lien Lenders Steering Committee and the Independent Directors Committee; and
- f. the Second Lien Lenders were consulted, and their views and questions were taken into account in the final selection of Georgia Pacific.

OVERVIEW OF THE PSA

- 57. Following approval of Georgia Pacific as the selected party to proceed to *Phase III*, Management in conjunction with the Applicants' counsel and supported by the Monitor and the CRA, commenced negotiations with Georgia Pacific on the PSA and certain ancillary documents.
- 58. Due to the nature of the transaction, the PSA is an extensive document, and as such, the drafting and negotiation of the PSA took a number of weeks. On January 8, 2010, the PSA was finalized and executed by both the Applicants and Georgia Pacific, subject to approval by this Honourable Court and the U.S. Bankruptcy Court, as discussed further in this Sixth Report.
- 59. The Transaction includes the Canadian Purchaser purchasing certain assets set out in the PSA (the "**Purchased Assets**") from GFPI, GAI and GFPSI (the

“Vendors”), including the Englehart Mill (the “**Purchased Assets Transaction**”). The Purchased Assets exclude the Timmins Mill, Footner, the Non-Core Assets, cash on closing, income tax refunds and certain other assets as described more fully in the PSA.

60. Further, the Grant Partnership, which holds the interests directly or indirectly in the Additional Applicants, has agreed to issue new partnership interests (the “**Purchasers’ Partnership Interests**”) in the Grant Partnership to the U.S. Purchaser and the Additional U.S. Purchaser and to admit the U.S. Purchaser and the Additional U.S. Purchaser as partners of the Grant Partnership. Simultaneously, GFPI and GAI will surrender their partnership interests in the Grant Partnership (the “**Vendors’ Partnership Interest**”) and withdraw as partners of the Grant Partnership (the “**Partnership Interests Transaction**”). This transaction has the effect of transferring the interests in and assets of the Additional Applicants, including the Allendale Mill and the Clarendon Mill, to Georgia Pacific.
61. In order for the applicable Purchasers to obtain the Additional Applicants’ assets (through the Partnership Interests Transaction) free and clear of all liens, claims and encumbrances held by the First Lien Lenders’ Agent and the Second Lien Lenders’ Agent, the First Lien Lenders’ Agent has agreed, provided that the Canadian Order (defined later in this Sixth Report) and U.S. Order (as defined in Appendix ‘M’) are made, on its behalf and on behalf of the First Lien Lenders, the Second Lien Lenders’ Agent and the Second Lien Lenders, to discharge all liens, claims and encumbrances the First Lien Lenders and Second Lien Lenders and their respective agents have pursuant to or in respect of the First Lien Credit Agreement and the Second Lien Credit Agreement, respectively against the Grant Partnership, Southeast, Newco, Clarendon, Allendale, Grant Excluded and U.S. Sales. For the purposes of determining the nature and priority of any claims against the Grant Partnership, the net amounts paid by the U.S. Purchaser and Additional U.S. Purchaser to acquire the Purchasers’ Partnership Interests, shall stand in the place and stead of the assets of the Grant Partnership.

62. The aggregate consideration being paid by Georgia Pacific for the Purchased Assets and the Purchasers' Partnership Interests is \$403 million, subject to adjustments for working capital relative to a target working capital and any losses calculated pursuant to a formula due to breaches of representations and warranties of the Applicants prior to closing the Transaction.
63. A redacted summary of the PSA is attached as Appendix 'M' to this Sixth Report. Further, an executed copy of the PSA is attached as Appendix 'L' to this Sixth Report. As a result of the requirement of Georgia Pacific, due to the sensitive financial and commercial information related to the Transaction, the Applicants are requesting a sealing Order from this Honourable Court with respect to Appendix 'L' and an unredacted copy of Appendix 'M' to this Sixth Report.
64. The Applicants' are seeking an approval and vesting order (the "**Canadian Order**") to approve, *inter alia*: (a) the Purchased Assets Transaction; (b) the Partnership Interests Transaction; and (c) related relief in order to complete the transactions contemplated by the PSA.
65. Assuming the Court grants the Canadian Order requested by the Applicants, the Applicants intend to direct the Monitor, and request this Honourable Court direct the Monitor, as the Applicants' foreign representative to commence proceedings in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") under Chapter 15 of Title 11 of the United States Bankruptcy Code for recognition of the Grant CCAA Proceedings as a foreign main proceeding in respect of the Applicants and for an order affirming and enforcing the Canadian Order and any related relief required to give effect to and to complete the transactions contemplated by the PSA.

ADDITIONAL APPLICANTS

66. As set out in the affidavit of Mr. Hap Stephen dated January 15, 2010 (the "**Stephen Affidavit**"), the Additional Applicants, with the exception of Excluded, are guarantors to the debt obligations of GFPI and the Grant Partnership owed to the First Lien Lenders under the First Lien Lender Credit Agreement. In addition,

the Additional Applicants, with the exception of Excluded, are guarantors to the debt obligations of the Grant Partnership owed to the Second Lien Lenders under the Second Lien Lender Credit Agreement. As set out earlier in this Sixth Report, GFPI and the Grant Partnership are in default under the Credit Agreements. Further, as set out in the Stephen Affidavit, the applicable Additional Applicants do not have the ability to repay the obligations owing under the Credit Agreements pursuant to their guarantees.

67. As discussed earlier in this Sixth Report, the O'Connor Affidavit sets out that the Original Applicants, Southeast, Allendale, Clarendon, U.S. Sales, the First Lien Lenders' Agent and the Second Lien Lender's Agent are parties to an Intercreditor Agreement. The Intercreditor Agreement permits the First Lien Lenders' Agent to release the security held by both the First Lien Lenders and the Second Lien Lenders under the First Lien Credit Agreement and the Second Lien Credit Agreement in the event of a default with respect to the First Lien Credit Agreement, including a filing under the CCAA. As GFPI and the Grant Partnership are in default under the Credit Agreements with no ability to repay the obligations owing under such Credit Agreements, in order to exercise its rights under the First Lien Credit Agreement and the Intercreditor Agreement, the First Lien Lenders' Agent has brought a motion to, among other things, add the Additional Applicants to the existing CCAA proceedings.
68. As set out in the Stephen Affidavit, with the exception of Allendale and U.S. Sales, the Additional Applicants do not carry on active business. The main financial books and records of the Additional Applicants as well as the directing minds of each of the Additional Applicants are located in Ontario.
69. As described earlier in this Sixth Report, as a result of the present market conditions and the reduced demand for OSB and other wood products, only the Allendale Mill is presently operating in the United States. The Clarendon Mill is a new mill which is substantially complete but has not yet been put into production.
70. As discussed in the Original Applicants' motion materials dated January 15, 2010,

if the orders requested by the First Lien Lenders 'Agent are granted by this Honourable Court, the Applicants intend to commence proceedings in the U.S. Bankruptcy Court under Chapter 15 of Title 11 of the United States Bankruptcy Code for recognition of these CCAA proceedings with respect to the Applicants as a foreign main proceeding and for an order attached as Exhibit 'G' to the PSA to, among other things, approve the PSA and the items set out in the PSA.

OVERVIEW OF THE CASH FLOW PROJECTION OF THE ADDITIONAL APPLICANTS

71. The Additional Applicants, with the assistance of the Monitor, have prepared a 13 Week Cash Flow Projection (the "**Cash Flow Forecast**") for the 13 week period from January 4, 2010 to April 11, 2010. The Cash Flow Forecast does not reflect the closing of the PSA and is prepared on the basis that the Additional Applicants will continue to operate under normal business conditions during the projection period. A copy of the Cash Flow Forecast which is attached as Exhibit "F" to the Stephen Affidavit is attached as Appendix 'N' to this Sixth Report. The Cash Flow Forecast has been prepared by Management of the Additional Applicants for the purpose of the CCAA application, using probable and hypothetical assumptions set out in the notes attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over the 13 week projection period in U.S. dollars.
72. The Additional Applicants' cash position as at January 4, 2010 is estimated to be approximately \$1.7 million.
73. The Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to information supplied to the Monitor by certain of the Management and employees of the Additional Applicants. Since hypothetical assumptions need not be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. The Monitor has also reviewed the support provided by Management of the Additional Applicants for the probable

assumptions, and the preparation and presentation of the Cash Flow Forecast.

74. Based on the Monitor's review, nothing has come to the Monitor's attention that causes the Monitor to believe that, in all material respects:

- the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;
- as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Additional Applicants or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or
- the Cash Flow Forecast does not reflect the probable and hypothetical assumptions.

75. As described in the Terms of Reference above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Cash Flow Forecast will be achieved. In addition, the Monitor expresses no opinion or other form of assurance with respect to the accuracy of financial information presented in the Cash Flow Forecast, or relied upon by the Monitor in preparing this Sixth Report.

76. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

77. The Cash Flow Forecast projects that the Additional Applicants will have sufficient liquidity to operate during the CCAA proceedings.

SELECTED FINANCIAL MATTERS ADDRESSED IN THE PROPOSED SUPPLEMENTAL INITIAL ORDER

78. The First Report of the Monitor dated June 23, 2009 (the "First Report") discussed certain financial matters that were set out in the Initial Order. The following items are further financial matters that are contemplated in the draft

Supplemental Initial Order (the “**Supplemental Initial Order**”).

- *Creditor Notification*

79. The Supplemental Initial Order contemplates that the Monitor shall without delay publish in The Temiskaming Speaker (in Northern Ontario), The State (in South Carolina) and The Wall Street Journal newspapers a notice containing the information prescribed under the CCAA and make the Supplemental Initial Order publically available in the manner prescribed under the CCAA. Further, the Supplemental Initial Order contemplates that the Monitor shall, within five days of the date of entry of the Supplemental Initial Order send a notice of the making of the Supplemental Initial Order to the Additional Applicants’ known creditors owed more than \$1,000 and make publically available a list showing the names and addresses of those creditors and the estimated amounts of those creditors.

- *Specific relief set out in the Supplemental Initial Order with respect to the Additional Applicants*

80. The Supplemental Initial Order contemplates that the Additional Applicants will be entitled, but not required to pay all obligations incurred in the ordinary course of business, whether or not incurred prior to the date of the Supplemental Initial Order. However, the Supplemental Initial Order directs the Additional Applicants to make no payments to the First Lien Lenders and the Second Lien Lenders related to amounts for principal, interest thereon or otherwise on account of amounts owing by the Additional Applicants to the First Lien Lenders or the Second Lien Lenders.

- *Termination of the Supplemental Order and the Discharge of Monitor as Monitor of the Additional Applicants*

81. The Supplemental Initial Order contemplates that on delivery by the Monitor of a certificate, substantially in the form of the certificate attached as Schedule “B” to the Canadian Order attached as Schedule ‘A’ to the Original Applicants’ notice of motion dated January 15, 2010 (the “**Monitor’s Certificate**”), the CCAA

proceedings with respect to the Additional Applicants and Grant Partnership will terminate and the Monitor will be automatically discharged as Monitor of the Additional Applicants and Grant Partnership without a further Order of this Honourable Court.

82. The Supplemental Initial Order further contemplates that EYI will be released and discharged from any liability that E&Y may have while acting in its capacity as Monitor of the Additional Applicants and Grant Partnership.

RECOMMENDATIONS

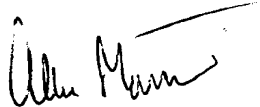
83. It is the Monitor's view that the Marketing Process was comprehensive and was conducted in a structured and fair manner to obtain a market tested value for the acquired assets, for the benefit of the stakeholders of the Applicants.
84. The Transaction with Georgia Pacific should generate cash proceeds of \$403 million subject to escrow arrangements, working capital adjustments and adjustments for losses, if any, for certain breaches of the Applicants representations and warranties as described more fully in Appendix 'M' of this Sixth Report. This represents significant value to the stakeholders of the Applicants.
85. The Transaction has been recommended by the Monitor and the CRA. In addition, the Transaction has been approved by the First Lien Lenders and has been authorized by the Independent Directors Committee.
86. The Original Applicants will continue a marketing process to realize value from Footner, the Non-Core Assets and the Timmins Mill and any residual assets of the Applicants not sold pursuant to the PSA, supported by the Monitor.
87. Accordingly, the Monitor supports the relief sought by the Applicants and recommends that the following relief be granted as requested by the Applicants:
 - a. authorizing and directing the Applicants to complete the transactions contemplated in the PSA with Georgia Pacific;

- b. approving the PSA between the Applicants and Georgia Pacific and granting the Approval and Vesting Order;
- c. including the Additional Applicants as applicants in Grant's CCAA proceedings; and
- d. approving the Sixth Report and the conduct and activities of the Monitor as presented in the Sixth Report.

All of which is respectfully submitted this 15th day of January, 2010.

ERNST & YOUNG INC.
in its capacity as the Monitor of
Grant Forest Products Inc.,
Grant Alberta Inc.,
Grant Forest Products Sales Inc., and
Grant U.S. Holdings G.P.

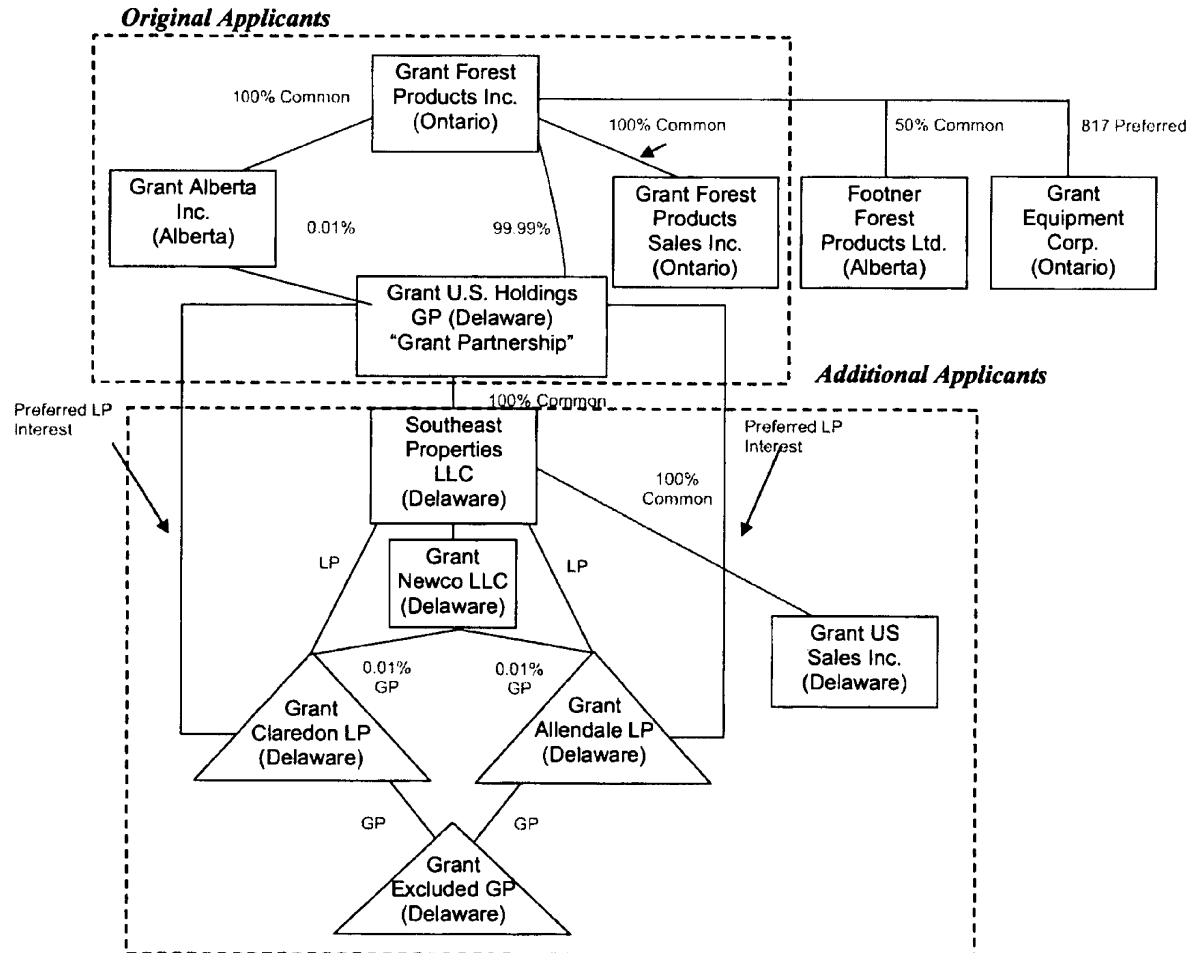
Per:



Alex Morrison
Senior Vice President

APPENDIX A

Organizational Structure of the Applicants and the Subsidiaries



APPENDIX B

This Overview is confidential and is not to be reproduced or distributed. More detailed information is available for review upon the signing of a Non-Disclosure Agreement. The information contained herein, while obtained from sources which we believe to be reliable, has not been independently verified and no representation, express or implied, is given as to its accuracy or completeness. Delivery of this Overview does not constitute an offer to sell or a solicitation of an offer to purchase securities under the securities laws of any jurisdiction, including the Securities Act of 1933, as amended, or any state securities laws, or a solicitation to enter into any other transaction.

July 2009

GRANT FOREST PRODUCTS INC.

Ernst & Young Inc. ("E&Y") has been engaged by Grant Forest Products Inc. and certain of its subsidiaries ("Grant" or the "Company") to assist Grant in connection with a proposed refinancing, recapitalization or a sale of Grant pursuant to an Order (the "Order") issued by the Ontario Superior Court of Justice (the "Court") pursuant to the Companies' Creditors Arrangement Act (the "CCAA") on June 25, 2009.

Company Overview

- Founded in 1981, a private, family-owned company, Grant is North America's 3rd largest Oriented Strand Board ("OSB") manufacturer by capacity with a total annual capacity of 3.7 billion square feet ("bsf") of OSB
- Grant manufactures OSB in panels of varying lengths and thickness, as well as specialty products such as enhanced flooring, solar panels, oversized panels, rimboard and webstock products
- The Company owns four mills: in Englehart, Ontario; Timmins, Ontario; Allendale, South Carolina; and Clarendon, South Carolina (not yet commissioned) and has a 50% interest in the Footner mill in High Level, Alberta
- The global economic situation and the dramatic downturn in housing markets, particularly in the United States, has significantly changed the operating environment for the entire OSB industry and led Grant to reorganize its financial affairs under CCAA to position itself for future growth

Investment Highlights

Low cost operator

- Grant's mills are among the lowest cost facilities in North America. This has historically allowed the Company to operate near full production capacity and positions Grant to return to profitability with a recovery in the sector
- The Company's cost advantage is derived primarily from its strategy of operating large and efficient state-of-the-art manufacturing facilities located with access to secure low cost fibre supply

Significant operating leverage

- Upon commissioning and start-up of the Clarendon, South Carolina mill, Grant's installed capacity will have increased from 2.0 bsf to 3.7bsf (an 85% increase) from its highest production output in 2004. Adjusted EBITDA in 2004 was greater than US\$250 million. As OSB demand returns to long-term trend levels, Grant's relatively low unit cost should support strong EBITDA generation even at lower than historical average OSB prices

Modern efficient mills with limited future capital expenditures required

- Grant has been successfully enhancing both product quality and the efficiency of its manufacturing operations by continuously developing and implementing proprietary formulations and manufacturing processes
- For example, Grant has been able to increase the capacity of its Englehart mill since 1995 by more than 60% to over 950 million square feet today
- The Company has made significant capital investments from 2005 to 2008, spending approximately US\$675 million, relating to the construction of the Allendale and Clarendon mills and the updating of the Englehart and Timmins mills
- Minimal maintenance capital expenditures will be required going forward
- Ability to install a 3rd line at both South Carolina mills and minor upgrades to the Englehart mill will allow Grant to increase total capacity up to 4.5 bsf with minimal additional capital investment

Secure fibre source

- Long term, secure, and low cost fibre supply at its strategically located Canadian and U.S. mills is sufficient to support Grant's current production and future growth potential
- The Company continually improves its wood management practices to minimize fibre costs and maximize fibre yield

Geographic diversity

- Strategically placed mills in both Canada and South Carolina take advantage of abundant fibre and enhance Grant's wide reaching sales coverage and market access
- Broad based geographic footprint places Grant in a strong position to respond to regional demand differences as well as exchange rate volatility

OSB industry fundamentals

- The North American structural panels (OSB and plywood) industry has grown at a CAGR of 0.4% over the last 10 years, with OSB increasing its share away from plywood. OSB production has grown at a CAGR of 3.5% during the same period and accounts for 61% of total structural panel production
- OSB demand exposure to housing start cyclicality is reducing as demand driven by the repair and remodelling market is increasing and new applications such as containers and furniture are found

Direct-to-customer marketing strategy

- The Company's direct-to-customers sales strategy fosters deep, loyal customer relationships. Grant's twenty largest customers (75% of 2008 sales, collectively) have had more than 13 years of relationship with Grant on average
- A distribution approach focused on pro-builders (vs. big-box distributors) who value just-in-time delivery, attentive customer service and quality allows superior distribution margins

Experienced management team

- Grant's management team on average has more than 20 years of relevant industry experience

Marketing Process

The Company will consider transaction proposals only from interested parties ("Interested Parties") who meet certain qualifications. Interested Parties may receive additional information upon execution of a Non-Disclosure Agreement and will be invited to complete due diligence. Interested Parties should direct all inquiries to E&Y who will arrange all contacts for appropriate due diligence. **Interested Parties are requested not to contact Grant directly other than as directed by E&Y.**

This process is being managed by E&Y pursuant to the Order. Interested parties are requested therefore to note and respect the Court approved schedule:

- **Phase I** – Initial assessment and submission of a non-binding preliminary proposal on or before **July 31, 2009**
- **Phase II** - After completion of further due diligence, submission of a revised proposal on or before **August 30, 2009**
- **Phase III** – The Company to file with the Court a plan of arrangement or an agreement to sell the business on or before **September 30, 2009**

For a copy of the Order, please refer to www.ey.com/ca/gfp.

Ernst & Young Corporate Finance (Canada) Inc. is a U.S. registered broker-dealer. Any inquiries by U.S. persons should be directed to Ernst & Young Corporate Finance (Canada) Inc. through Daniel Sinclair.

Ernst & Young Inc. and Ernst & Young Corporate Finance (Canada) Inc.

Ernst & Young Tower | 222 Bay Street, 16th Floor | Toronto, ON | M5K 1J7

Alex Morrison, Senior Vice President
Direct: 416-941-7743
Email: alex.f.morrison@ca.ey.com

Colin McLelland, Vice President
Direct: 416-943-2269
Email: colin.g.mclelland@ca.ey.com

Daniel Sinclair, Vice President
Direct: 416-943-2141
Email: daniel.sinclair@ca.ey.com

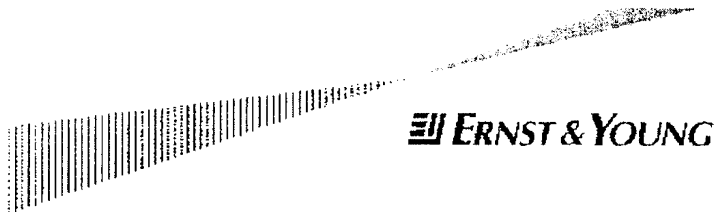
Roger Leslie, Senior Associate
Direct: 416-941-1811
Email: roger.f.leslie@ca.ey.com

APPENDIX C

Summary of the Contents of the Data Room

1. *Corporate information:* included general information about the Applicants, including an organizational chart, corporate documents and management biographies.
2. *Legal information:* included material legal agreements, litigation background, real estate summaries and product warranties.
3. *Financial and accounting:* included financial information in respect of the Applicants.
4. *Tax:* included tax information in respect of the Applicants.
5. *Insurance:* included information with respect to the insurance of the Applicants.
6. *Environmental:* included environmental information in respect of the Applicants.
7. *Operations:* included information in respect of the operations of the OSB facilities, maintenance of the facilities and equipment listing.
8. *Sales and marketing:* including information in respect of anonymous customer rankings, a general description of the channels to market and locations of consignment inventory.
9. *Human resources:* included human resources information in respect of the Applicants.
10. *Information technology:* included information technology details in respect of the Applicants.
11. *Other:* included fibre baskets studies, mill expansion studies and other relevant internal information or third party studies.
12. *Marketing process:* included the presentations and frequently asked questions provided by Management.
13. *Idle mill start-up:* included projected start-up costs of the idle facilities, as projected by Management.

APPENDIX D



Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 943 3101
Fax: 416 943 3664
ey.com/ca

STRICTLY PRIVATE AND CONFIDENTIAL

July 2009

RE: Grant Forest Products Inc.

This letter sets out the process for parties interested in the acquisition of Grant Forest Products Inc.

On June 25, 2009, Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc., and Grant U.S. Holdings GP (collectively "Grant" or the "Company") were granted protection from their creditors pursuant to an order (the "Order") issued under the Companies' Creditors Arrangement Act (the "CCAA") by the Ontario Superior Court of Justice (the "Court").

Pursuant to the Order, Grant is reviewing its strategic alternatives including a refinancing or recapitalization of the Company or a sale of its assets. Ernst & Young Inc. (E&Y) was appointed investment offering advisor for Grant as contemplated in the Order. For a copy of the Order, please refer to www.ey.com/ca/gfp. In connection with your potential interest, please find enclosed a copy of the teaser and the non disclosure agreement ("NDA").

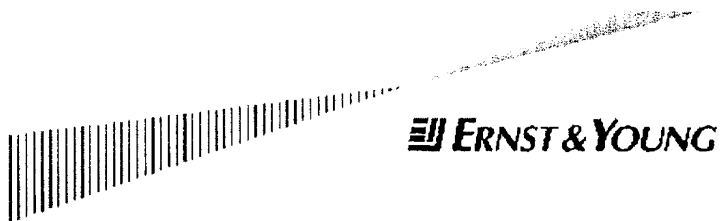
As is noted in the Order, the Company will consider transaction proposals only from interested parties ("Interested Parties") who meet certain qualifications. Interested Parties should direct all inquiries to E&Y who will arrange all contacts for appropriate due diligence. Interested Parties are requested not to contact Grant directly other than as directed by E&Y.

Pursuant to the Order, interested parties are requested to note and respect the Court approved schedule:

- Phase I – Initial assessment and submission of a non-binding preliminary proposal on or before July 31, 2009.
- Phase II - After completion of further due diligence, submission of a revised proposal on or before August 30, 2009.
- Phase III – File with the Court a plan of arrangement or an agreement to sell the business on or before September 30, 2009.

The following items will be provided by E&Y upon receipt of an executed NDA, along with the contact details of the person(s) that you would like to have access to the data room ("Data Room") (see Appendix A):

- Access to a Company prepared Data Room.
- Copy of an information memorandum in presentation format.
- Opportunity to submit questions.
- Access to a Company hosted conference call to be scheduled, during which additional details of the Company will be provided.



July 2009

2

E&Y will provide periodic updates to the Data Room including a template to be used in connection with a non-binding preliminary proposal and any further updates related to updated process details, as required.

Should you have any questions or comments, please contact any of the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read 'Daniel Sinclair'.

Daniel Sinclair, Vice President
Ernst & Young Inc.
Phone #: 416-943-2141
Email: daniel.sinclair@ca.ey.com

A handwritten signature in black ink, appearing to read 'Colin McLelland'.

Colin McLelland, Vice President
Ernst & Young Inc.
Phone #: 416-943-2269
Email: colin.g.mclelland@ca.ey.com



July 2009

3

Appendix A

Data Room Access Request:

Name: _____

Firm: _____

Tel#: _____

Email: _____

Please email to robbie.bressler@ca.ey.com to request access to the Data Room.

APPENDIX E



Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 943 3101
Fax: 416 943 3864
www.ey.com

STRICTLY PRIVATE AND CONFIDENTIAL

July 15, 2009

**GRANT FOREST PRODUCTS INC.
AND ITS SUBSIDIARIES
BID PROCESS PROTOCOL**

The following protocol is to be followed by all parties involved in the bidding process.

A. Discussions with the Companies' Current Lenders

If an interested party wishes to obtain information from, or have discussions with a current lender to Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. or Grant U.S. Holdings GP or any of their subsidiaries (collectively, the "Companies") or the lenders' agents, the interested party must arrange the information request or discussion by contacting Ernst & Young, as investment offering advisor (the "IOA"), and the IOA shall attend the discussions and receive copies of any information provided by the lenders or agents.

B. Obtaining New Financing from Lenders to the Companies

If an interested party wishes to arrange new financing from a current lender to a Company, a confidentiality wall will be established at the lender between the individuals and group at the lender which deal with the Companies and those at the lender which will deal with the proposed new financing for the interested party and the IOA shall be advised of same.

C. Interaction with the Grant Family and their Advisors

If an interested party wishes to have discussions with members of the Grant family or their advisors with respect to participating in or making a joint bid, the interested party shall inform the IOA in advance of its intentions to hold such discussions and such discussions shall not include the communication of any information relating to the business affairs or operations of the Companies not made available to all potential interested parties.

D. Discussions with other Interested Parties

If any potential interested party wishes to discuss a joint bid with another potential interested party, it shall do so only after it informs the IOA in writing of the proposed discussion and advises the IOA that such parties will be making a joint bid.

APPENDIX F



ERNST & YOUNG

Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 843 3101
Fax: 416 843 3862
ey.com/ca

STRICTLY PRIVATE AND CONFIDENTIAL

July 15, 2009

Re: Expression of Interests: Grant Forest Products Inc. and its subsidiaries

On June 25, 2009, Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively "Grant" or the "Company") were granted protection pursuant to an initial order (the "Order") issued under the Companies' Creditors Arrangement Act by the Ontario Superior Court of Justice (the "Court"). Ernst & Young Inc. ("E&Y") was appointed both Monitor (the "Monitor") and Investment Offering Advisor for Grant as contemplated in the Order. Pursuant to the Order, Grant is reviewing its strategic alternatives including a refinancing or recapitalization of Grant and/or a sale of its assets.

Interested parties ("Interested Parties") are requested to submit to E&Y a non-binding preliminary proposal ("Proposal(s)") by July 31, 2009 at 5 pm EST by email to the undersigned. Proposals received after July 31, 2009 may not be accepted.

This letter sets out further details related to requirements of Proposals that will be submitted by Interested Parties. Proposals should include all of the following:

- i) Description of the assets and business operations to be purchased as part of the Proposal and/or a description of the nature and assumptions of a Proposal in respect of a refinancing and/or recapitalization of the Company;
- ii) The debt free, cash free total enterprise value of Grant and its subsidiaries, upon which the Proposal is based, expressed as a range;
- iii) Description of the proposed treatment of First Lien Lenders, Second Lien Lenders, trade creditors, other unsecured creditors and shareholders;
- iv) Amounts, forms and uses of consideration including a preliminary sources and uses of funds statement;
- v) Method of financing a transaction, including any funding partners anticipated to be included in a transaction;



- vi) The structure of a transaction;
- vii) Any special due diligence requirements;
- viii) Any required conditions of closing or approvals required in connection with a transaction;
- ix) Confirmation that the anticipated closing time frame will be in accordance with the Order;
- x) Your plans for Grant and its subsidiaries; and,
- xi) Any other points which you consider integral to a transaction or that would be of interest to Grant or its Stakeholders.

Proposal(s) will be kept in strict confidence and accordingly should be submitted to E&Y marked "Strictly Private & Confidential".

Proposal(s) are not to be shared with the Company and details of the Proposal(s) will not be shared with senior management or shareholders. The Company has formed an Independent Committee of the Board of Directors to assist the Monitor and Chief Restructuring Advisor ("CRA") in evaluating the Proposals.

Proposals should be explicit regarding whether non-core real estate and other assets (the details of which will be provided in the data room) are included or excluded from the Proposal and, if included, a value should specifically be attributed to the non-core assets. Further details will be available in the data room regarding the process for the disposal of the non-core assets.

Following July 31, 2009, E&Y and the CRA will evaluate Proposals received with the assistance of the Independent Committee. Pursuant to the Order, E&Y and Grant, in consultation with the First Lien Agent and Second Lien Agent, will jointly select a short list of candidates who will be invited to conduct further due diligence in anticipation of the submission of binding offers by August 30, 2009.

Should you have any questions or comments, please contact any of the undersigned.

Yours truly,

Daniel Sinclair, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone#: 416-943-2141
Email: daniel.sinclair@ca.ey.com

Colin McLelland, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone#: 416-943-2269
Email: colin.g.mclelland@ca.ey.com

APPENDIX G

**[Subject to a Sealing Order of this
Honourable Court]**

APPENDIX H



Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1G7
Tel: 416 943 3101
Fax: 416 943 3894
ey@ey.com

STRICTLY PRIVATE AND CONFIDENTIAL

August 2009

RE: Grant Forest Products Inc. and its subsidiaries

On June 25, 2009, Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc., and Grant U.S. Holdings GP (collectively "Grant" or the "Company") were granted protection from their creditors pursuant to an order (the "Order") issued under the Companies' Creditors Arrangement Act (the "CCAA") by the Ontario Superior Court of Justice (the "Court"). Ernst & Young Inc. ("E&Y") was appointed Investment Offering Advisor for Grant as contemplated in the Order. For a copy of the Order and up to date filing materials, please refer to www.ey.com/ca/gfp.

This letter sets out the process for parties ("Parties") that have been invited to move to Phase II of the Marketing Process for Grant Forest Products Inc. and its subsidiaries.

Pursuant to the Order, Parties are requested to note and respect the Court approved schedule:

- Phase II - After completion of further due diligence, submission of a revised proposal (firm and binding offer in a form to be communicated) on or before 12:00 pm EDT on September 11, 2009 (note that this date has been extended from August 30, 2009, by the Grant Companies, in consultation with the Investment Offering Advisor and consented to by the Monitor and the First Lien Agent as laid out in the Order).
- Phase III – File with the Court a plan of arrangement or an agreement to sell the business on or before September 30, 2009.

The Company prepared Data Room has been updated with additional information and Parties may access the Data Room using their previously established accounts. In addition, Parties are invited to schedule mill site visits and meetings with management on a "first come, first served" basis, subject to the following timing and communication of dates directly with Michael Kaye of E&Y via email at Michael.E.Kaye@ca.ey.com or phone at 416 943 3108.

- Mill site visits will commence August 10th. Site locations, instructions on arranging visits and a site visit protocol are attached to this letter.
- Meetings with Management will be held the week of August 24th. Meetings will be held in four hour blocks commencing at 8:30 am or 1:30 pm. Please indicate your preferred date and time slot and a list of attendees. Parties are requested to submit a list of questions and topics to be discussed 48 hours prior to the meeting.



August 2009

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Parties are advised that the Bid Process Protocol applies to Phase II. In particular Parties that wish to speak to the First Lien Lenders are requested to first advise E&Y of such intent and should insure that all discussions are coordinated with the First Lien Agent. Discussions will be attended by E&Y.

E&Y will provide periodic updates to the Data Room including a template to be used in connection with the bids and any further updates related to updated process details, as required.

Should you have any questions or comments, please contact either of the undersigned.

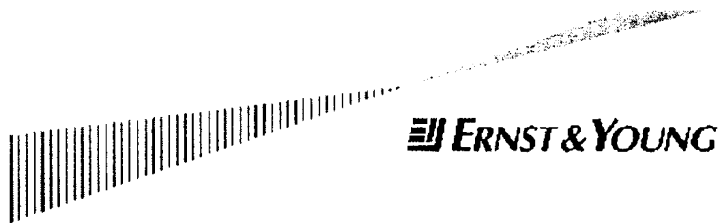
Yours truly,

A handwritten signature in black ink, appearing to read 'Daniel Sinclair'.

Daniel Sinclair, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone #: 416-943-2141
Email: daniel.sinclair@ca.ey.com

A handwritten signature in black ink, appearing to read 'Colin McLelland'.

Colin McLelland, Vice President
Ernst & Young Corporate Finance (Canada) Inc..
Phone #: 416-943-2269
Email: colin.g.mclelland@ca.ey.com



August 2009

3

SITE INSPECTIONS OF GRANT FOREST PRODUCTS FACILITIES

Mill Locations:

Ontario Mills:

Englehart:	Highway 11 North Englehart, ON P0J 1H0
Timmins:	Highway 101 West Timmins, ON P4N 7C9
Earlton:	Remanufacturing and Coated Wood Products Highway 11 North Earlton, ON P0J 1E0

Alberta Mill:

High Level:	Footner Forest Products Ltd. South Highway 35 High Level, AB T0H 1Z0
-------------	--

South Carolina Mills:

Allendale:	9918 Burford's Bridge Road Fairfax, South Carolina USA 29827
Clarendon:	82 Sumter Highway Alcolu, South Carolina USA 29001

Arranging Site Visits

The arrangements for physical inspections of Grant Forest Products operating facilities are as follows:

- Available dates: Monday, August 10 to Friday, August 14, 2009, inclusive and Monday, August 17 to Friday, August 21, 2009, inclusive



- Bidders interested in arranging for site inspections should make scheduling arrangements with Michael Kaye by email at Michael.E.Kaye@ca.ey.com and advise Michael of the number and names and titles of individuals in the visiting party and preferred times for visiting each site.
- For planning purposes parties should anticipate a full working day for visiting and traveling between the Mills in each of the Ontario and South Carolina regions.
- Given its location, travel to the Footner Mill will be more time consuming and arrangements should be checked carefully.

Site Visit Protocol:

The following protocol will apply to all site visits:

1. Visiting parties should have received final confirmation of the scheduled time of visit and provided travel and contact arrangements to Michael at least 24 hours prior to the time of visit.
2. The confirmation will provide the name and co-ordinates of the individual who will act as the visitor's primary contact during the site visit. If any questions arise re travel logistics on the day of the site visit, or if you experience any delays, please call your contact person directly.
3. During the site visit all visitors will comply with all applicable safety rules and regulations and specific directions of their primary contact. Hard hats, safety glasses and ear plugs must be worn during Mill tours and will be provided by the Company. No open toed shoes or sweaters should be worn.
4. Photographs, video recordings or audio recordings are not permitted.
5. To maintain confidentiality and minimize the impact of the process on the Company's employees, visitors shall not directly or indirectly disclose to employees the identity of the entity they represent (i.e. company names or logos are not to be displayed on visitors' apparel) and business related questions are to be directed to the primary contact or his delegates.
6. For scheduling purposes it will be assumed that visits to each of the Englehart and Allendale facilities will take approximately 2 hours and that visits to the 3 other sites which are currently not operating (Timmins, Clarendon and Footner) will each require about 1.5 hours. If any party feels that additional time may be required, please advise Michael when making scheduling arrangements.

APPENDIX I



Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 543 3101
Fax: 416 943 3664
ernst@ey.com

STRICTLY PRIVATE AND CONFIDENTIAL

August 2009

Re: Revised Final Bid Instructions: Grant Forest Products Inc. and its subsidiaries

On June 25, 2009, Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively "Grant" or the "Company") were granted protection pursuant to an initial order issued under the Companies' Creditors Arrangement Act by the Ontario Superior Court of Justice (the "Court"), which was extended by further order of the Court dated July 24, 2009 (the initial order as extended, the "Order"). Ernst & Young Inc. ("E&Y") was appointed both Monitor (the "Monitor") and Investment Offering Advisor for Grant as contemplated in the Order. Pursuant to the Order, Grant is reviewing its strategic alternatives including a refinancing or recapitalization of Grant and/or a sale of its assets.

Interested parties ("Interested Parties") are requested to submit to E&Y revised final bids ("Bid(s)") by September 11, 2009 at 12:00 pm EDT by email to the undersigned (note that this date has been extended from August 30, 2009, by the Grant Companies, in consultation with the Investment Offering Advisor and consented to by the Monitor and the First Lien Agent as provided for in the Order). Bids received after September 11, 2009 may not be accepted.

This letter sets out further details related to requirements of the Bids submitted by Interested Parties. Bids must not be contingent upon: (i) the receipt of financing; or (ii) any board of directors, shareholders or other corporate or partnership approvals. Should your Bid be subject to the finalization of any items of due diligence, indicate the specific items or information which require further confirmation or clarification. This will be considered when evaluating the Bid and may impact the assessment of the Bid.

Bids should include all of the following:

- i) Description of the form and nature of the transaction(s) proposed by the Bid (i.e. asset purchase, refinancing, recapitalization), (the "Transaction");
- ii) Description of the assets and business operations included, as well as any liabilities or obligations not to be assumed, in the Transaction;



- iii) The debt free, cash free (projected tax refund free) total consideration for Grant and its subsidiaries (including any minimum level of working capital), upon which the Bid is based;
- iv) Amounts, forms and uses of consideration including a sources and uses of funds statement;
- v) Proof of financing for a Bid, including any funding partners and written confirmation from third party(s) of amounts committed;
- vi) Description of the treatment of First Lien Lenders, Second Lien Lenders, trade creditors, other unsecured creditors and shareholders;
- vii) The structure of the Transaction, including the specific structure for the Canadian and US assets;
- viii) Any required conditions of closing, including any specific due diligence items to be confirmed or clarified; or regulatory or other third party approvals required in connection with the Transaction, including an indication of the timing needed to obtain such approvals or authorizations;
- ix) Confirmation that the anticipated closing time frame will be in accordance with the Order. Note that the date for completion of Phase III has been extended from September 30, 2009 to October 15, 2009 by the Grant Companies, in consultation with the Investment Offering Advisor and consented to by the Monitor and the First Lien Agent as provided for in the Order;
- x) Your plans for Grant and its subsidiaries and a description of the future role, if any, which your offer contemplates for current employees, including management; and,
- xi) Any other points which you consider integral to the Transaction or that would be of interest to Grant or its Stakeholders.

Bid(s) will be kept in strict confidence and accordingly should be submitted to E&Y marked "Strictly Private & Confidential". Bids should be explicit regarding whether non-core real estate and other assets are included or excluded from the Bid and, if included, a value should specifically be attributed to the non-core assets. E&Y will seek, if necessary, clarification of the Bids submitted.

Bid(s) are not to be shared with the Company and details of the Bid(s) will not be shared with senior management or shareholders. The Company has formed an Independent Committee of the Board of Directors to assist the Monitor and Chief Restructuring Advisor ("CRA") in evaluating the Bids.

Following September 11, 2009, E&Y and the CRA with the assistance of the Independent Committee will review final Bids and pursue any further negotiations with Interested Parties that



they, in their sole discretion, deem advisable. Pursuant to the Order, E&Y and Grant, in consultation with the First Lien Agent and Second Lien Agent, may jointly select a Bid(s) to move forward with documentation, including a purchase, refinancing or recapitalization agreement in a form we will send to you.

Should you have any questions or comments, please contact any of the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read 'Daniel Sinclair'.

Daniel Sinclair, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone#: 416-943-2141
Email: daniel.sinclair@ca.ey.com

A handwritten signature in black ink, appearing to read 'Colin McLelland'.

Colin McLelland, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone#: 416-943-2269
Email: colin.g.mclelland@ca.ey.com

APPENDIX J



Ernst & Young Corporate
Finance (Canada) Inc.
Member FINRA
Ernst & Young Tower
222 Bay Street, P.O. Box 261
Toronto, Ontario M5K 1J7
Tel: 416 943 3101
Fax: 416 943 3864
enr.ca/cu

STRICTLY PRIVATE AND CONFIDENTIAL

September 28 2009

Re: Revised Final Bid Instructions: Grant Forest Products Inc. and its subsidiaries

On June 25, 2009, Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively "Grant" or the "Company") were granted protection pursuant to an initial order issued under the Companies' Creditors Arrangement Act by the Ontario Superior Court of Justice (the "Court"), which was extended by further order of the Court dated July 24, 2009 (the initial order as extended, the "Order"). Ernst & Young Inc. ("E&Y") was appointed both Monitor (the "Monitor") and Investment Offering Advisor for Grant as contemplated in the Order and the Order authorized and directed the confirmation of Stonecrest Capital Inc. ("Stonecrest") as Chief Restructuring Advisor (the "CRA"). Pursuant to the Order, Grant is reviewing its strategic alternatives including a refinancing or recapitalization of Grant and/or a sale of its assets (the "Transaction").

Further to the Revised Final Bid Instructions letter that was provided on August 28, 2009, this letter sets out further details in respect of the revised final bids ("Bid(s)") for October 2, 2009.

Bidders are requested to re-submit their Bids as follows:

- i) Confirmation and/or changes (if any) to the following:
 - a. conditions of closing, including any specific due diligence items that remain to be confirmed or clarified, and/or regulatory or other third party approvals required in connection with the Transaction, including an indication of the timing needed to obtain such confirmations, clarifications, approvals or authorizations;
 - b. Description of the assets and business operations included, as well as any liabilities or obligations not to be assumed, in the Transaction;
 - c. The debt free, cash free (projected tax refund free) total consideration for Grant and its subsidiaries (including any minimum level of working capital), upon which the Bid is based;
 - d. Amounts, forms and uses of consideration including a sources and uses of funds statement;



- e. Precise details and quantification of any purchase price adjustment, to the total consideration contemplated under the Bid; and
- ii) Any other points which you consider integral to your Bid or that would be of interest to Grant or its Stakeholders

Bid(s) will be kept in strict confidence and accordingly should be submitted to E&Y marked "Strictly Private & Confidential". Bid(s) are not to be shared with the Company and details of the Bid(s) will not be shared with senior management or shareholders. The Company has formed an Independent Committee of the Board of Directors (the "Independent Committee") to assist E&Y and the CRA in evaluating the Bids.

Following October 2, 2009, E&Y and the CRA with the assistance of the Independent Committee, and in consultation with the First Lien Agent and Second Lien Agent, will review the Bids and pursue any further negotiations with bidders that they, in their sole discretion, deem advisable and select a Bid to move forward with final documentation.

Should you have any questions or comments, please contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read 'Daniel Sinclair', is written over a horizontal line.

Daniel Sinclair, Vice President
Ernst & Young Corporate Finance (Canada) Inc.
Phone#: 416-943-2141
Email: daniel.sinclair@ca.ey.com

APPENDIX K

**[Subject to a Sealing Order of this
Honourable Court]**

APPENDIX L

**[Subject to a Sealing Order of this
Honourable Court]**

APPENDIX M

[REDACTED VERSION]

**[Unredacted version is subject to a
Sealing Order of this Honourable Court]**

OVERVIEW OF THE PSA

1. Capitalized terms not defined in this Appendix are defined in the body of the Sixth Report.
2. Following the selection of Georgia Pacific as the selected party to proceed to *Phase III* of the Marketing Process, Management in conjunction with the Applicants' counsel and supported by the Investment Offering Advisor and the CRA, commenced negotiations with Georgia Pacific on the PSA and certain supporting or related documents (collectively the "**Supporting Documents**"), which included a:
 - a. Consent Agreement;
 - b. Release, Discharge and Termination Agreement;
 - c. Release Agreement;
 - d. Amended and Restated Partnership Agreement of the Grant Partnership;
 - e. U.S. Applicants Assumption Agreement;
 - f. Assignment Agreement.
 - g. Canadian Order; and
 - h. U.S. Order;

The Supporting Documents are described further in this Appendix. As detailed in the Sixth Report, the PSA was executed on January 8, 2010 and the exclusivity period was extended through to June 30, 2010 to allow sufficient time to complete the closing of the transaction.

3. The negotiations of the PSA were extensive as the transaction was complex, including certain representations and warranties, which while not customary for a CCAA transaction, are required by Georgia Pacific. The representations and

warranties were a requirement of Georgia Pacific to address the fact that the acquisition of the Allendale Mill and the Clarendon Mill was being effected not by an asset acquisition using a vesting order but rather by a purchase of new partnership interests in Grant U.S. Holding GP (the “**Grant Partnership**”) and were to address the period between signing the PSA and the closing of the Transaction. Additionally, the PSA contains as exhibits the Supporting Documents (except for the Consent Agreement which was executed simultaneous with the execution of the PSA) each of which were fully negotiated prior to finalizing the final form of the PSA.

4. The final form of the PSA is attached as Appendix ‘L’ to this Sixth Report. As the PSA contains sensitive financial and commercial information, Georgia Pacific requires the Applicants to seek a sealing Order from this Honourable Court with respect to Appendix ‘L’ of the Sixth Report.

Transaction Summary

5. As set out in the PSA, GFPI, GFPSI and GAI are defined collectively as the “**Vendors**” and collectively with the Grant Partnership as the “**Canadian Applicants**”.
6. The Grant Partnership and the Additional Applicants are collectively defined in the PSA as the “**U.S. Applicants**” (and collectively with the Vendors, the “**Grant Entities**”).
7. The PSA contemplates that the Transaction will be effected through the following steps:
 - The First Lien Lenders’ Agent will apply to this Honourable Court (hereinafter referred to as the “**CCAA Court**”) for the Additional Applicants to be added as applicants to this CCAA proceeding;
 - The Applicants will seek an Order approving the Transaction (“**Canadian Order**”);

- The Grant Entities will then obtain authority and direction from the CCAA Court for the Monitor, as its foreign representative, to take steps to commence proceedings (the “**U.S. Bankruptcy Proceedings**”) in the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) under Chapter 15 of Title 11 of the United States Code (the “**U.S. Bankruptcy Code**”) for:
 - i) The recognition of these CCAA proceedings as a foreign main proceeding; and
 - ii) To obtain an order of the U.S. Bankruptcy Court (the “**U.S. Order**”) which will (a) affirm and enforce the Canadian Order and the relief set out therein; and (b) separately authorize and approve the Vendors’ sale and transfer of the Purchased Assets and issuance of the Purchasers’ Partnership Interests (both defined below), free and clear of all liens, claims and encumbrances to the applicable Purchasers.
8. Subject to the issuance of the Canadian Order by the CCAA Court and the U.S. Order from the U.S. Bankruptcy Court then:
- a) Pursuant to the PSA, GP International Acquisition III, Ltd. (the “**Canadian Purchaser**”) will acquire certain assets of the Vendors, including the Englehart Mill in Ontario and the associated facility in Earlton, Ontario (the “**Purchased Assets**”). The Purchased Assets include but are not limited to the following: i) machinery and equipment; ii) inventory; iii) accounts receivable; iv) real property; v) intellectual property and associated goodwill; and vi) certain contracts of the Vendors;
 - b) The Grant Partnership, will issue new partnership interests (the “**Purchasers’ Partnership Interests**”) to Georgia Pacific LLC (the “**U.S. Purchaser**”) and GP Palmetto Holding LLC (the “**Additional U.S. Purchaser**”) (together with the Canadian Purchaser, the

“Purchasers” or “Georgia Pacific”) and to admit the U.S. Purchaser and the Additional U.S. Purchaser as partners in the Grant Partnership, while simultaneously, GFPI and GAI will surrender and cancel their partnership interests in the Grant Partnership (the “Vendors’ Partnership Interest”) and withdraw as partners of the Grant Partnership. The effect of this transaction will be that Georgia Pacific (via the U.S. Purchaser and the Additional U.S. Purchaser) will be the sole partners of the Grant Partnership giving it control over the assets and operations of the Additional Applicants, including the Allendale Mill and the Clarendon Mill; and

- c) Subject and pursuant to the U.S. Order, the liabilities of the U.S. Applicants at closing shall remain liabilities after closing except for the liabilities owed to the First Lien Lenders and the Second Lien Lenders, and obligations owed to the Vendors. The effect of this is that all the ordinary course business liabilities of Allendale, Clarendon and the other Additional Applicants will continue to be obligations of these entities to be satisfied in the ordinary course.

- 9. The acquisition of the businesses of the Additional Applicants is structured through the purchase of the Purchasers’ Partnership Interests, rather than as an asset acquisition, in order to maximize value to the Grant Entities enabling Georgia Pacific to submit a higher bid.
- 10. In summary, the PSA provides for Georgia Pacific to complete an asset acquisition of certain of the Vendors’ assets, including the Englehart Mill, and a purchase of the Purchasers’ Partnership Interests in order to take ownership of the Allendale Mill and the Clarendon Mill.

Purchase Price

- 11. The PSA comprises: i) the acquisition of the Purchased Assets by the Canadian Purchaser; and ii) the acquisition of the Purchasers’ Partnership Interests by the

U.S. Purchaser and the Additional U.S. Purchaser, for total cash consideration of \$403 million, subject to certain adjustments as described further herein (collectively the “**Transaction**”).

a) *Purchase of the Purchased Assets*

12. Pursuant to the PSA, each of the Vendors will sell to the Canadian Purchaser their interests in the Purchased Assets as set out in the PSA. The portion of the purchase price attributable to the Purchased Assets (the “**Purchase Price**”) [REDACTED], less any adjustments related to *inter alia* the working capital on closing (as described further below) and for any Losses which arise due to a breach of representations and warranties by the Vendors for the benefit of the Purchaser prior to closing (described later herein). On closing, the Purchase Price will be paid to the Monitor on behalf of the Vendors as follows:

- i) the Timber Escrow Amount (defined below) (\$15 million);
- ii) the Working Capital Escrow Amount (defined below) (\$5 million);
- iii) the Other Payables Escrow Amount (defined below) (to be determined prior to closing of the Transaction); and
- iv) the balance of the Purchase Price.

Excluded Assets

13. The Transaction excludes the acquisition of certain of the Vendors’ assets, comprising principally: the Timmins Mill; Footner; the Non-Core Assets; the cash on hand of the Vendors at closing; the Vendors’ entitlement to tax refunds as well as additional assets listed in Schedules 10 and 20 of the PSA (collectively the “**Excluded Assets**”). Certain of the Excluded Assets are subject to separate marketing processes in order to maximize the realizations for the benefit of the stakeholders of the Vendors.

14. The acquisition of the Purchased Assets excludes the assumption of any of the Vendors' liabilities which arise before the time of closing of the Transaction; however it does include the assumption of the collective bargaining agreement between GFPI and the Communications, Energy and Paperworkers Union of Canada in respect of the Englehart Mill and the pension plan for hourly employees of GFPI at the Englehart Mill.

b) Acquisition of the Purchasers' Partnership Interests

15. The purchase price to be paid to the Monitor on behalf of the Grant Partnership by the U.S. Purchaser and the Additional U.S. Purchaser for the Purchasers' Partnership Interests [REDACTED] (the "**Partnership Interests Acquisition Price**"), subject to any adjustments for Losses with respect to a breach of representations and warranties for the benefit of the U.S. Purchaser and the Additional U.S. Purchaser which is in effect at closing, as described further herein.
16. Any distribution of the Purchase Price and the Partnership Interests Acquisition Price will be subject to the future approval of the CCAA Court.

Representations and Warranties (Articles 7, 8 and 9 of the PSA)

17. There are a number of representations and warranties ("**R&W's**") being provided by the Vendors to the Purchaser which are unusual for a CCAA transaction. However, many of the R&W's are required by Georgia Pacific due to the nature of the agreement to purchase the Purchasers' Partnership Interests. The R&W's will not survive closing and will be in effect only for the period between signing of the PSA and the closing of the Transaction. There are separate R&W's with respect to the purchase of the Purchased Assets from the Vendors and the acquisition of the Purchasers' Partnership Interests from the Grant Partnership, reflecting the difference in structure of the acquisition of each asset / business respectively. There are two forms of the R&W's as follows:

- a. true as at the date of signing of the PSA; and
- b. true as at the date of signing of the PSA and as at the date of the closing of the Transaction. Certain of the R&W's that fall under this category are noted in the summary below, as these R&W's could result in a condition precedent to closing not being met.

A breach of a R&W will be subject to the calculation of Losses (if any) and be an adjustment to the aggregate consideration being paid by Georgia Pacific.

R&W's of the Vendors Regarding the Purchased Assets

- 18. The Monitor has summarized below the most significant R&W's included in the PSA with respect to the Purchased Assets. Reference should be made to Articles 7 and 8 of the PSA for a full list of all the R&W's being provided to the Purchasers.

Ownership of Assets (Section 7.04 of the PSA): confirms the Vendors' interests in and title to the Purchased Assets, other than inventory and accounts receivable (which are subject to a separate R&W). This R&W also confirms that to the knowledge of the Vendors, the buildings and equipment are in good condition and state of repair (reasonable wear and tear and depreciation excepted) and are adequate for the operation of the business. Section 7.04(c) of this R&W relating to equipment is required to be true at the signing of the PSA and the closing of the Transaction.

Related persons (Section 7.03 of the PSA): No related person of the Grant Entities, Mr. Peter Grant Jr. or Mr. Peter Grant Sr. has had any interest in the property used by the Grant Entities in its business since January, 2008. This R&W also confirms to the knowledge of the Vendors that no related person other than Peter Grant Jr. or Peter Grant Sr. owns an equity interest in any company that has had material dealings, other than business dealings, conducted in the ordinary course of business or engaged in competition with the Grant Entities with respect

to any product or service provided by the Grant Entities. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Accounts Receivable (Section 7.05 of the PSA): confirms that all accounts receivable as shown on the financial statements of the Grant Entities represent sales made or services performed in the ordinary course of business by the Vendors. Additionally, to the knowledge of the Vendors, adequate reserves have been established for the accounts receivable in accordance with generally accepted accounting principles (“GAAP”). This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Contracts (Section 7.08 of the PSA): a list of all contracts of the Vendors (the “**Canadian Material Contracts**”) related to the Purchased Assets that are considered material to the operation of the business is provided in Schedule 7.08(a) of the PSA. [REDACTED]

] This R&W also requires the Vendor to confirm, to their knowledge, that there has been no threatened termination, cancellation or limitation of any of the Canadian Material Contracts.

Vendor Intellectual Property (Section 7.09 of the PSA): confirms that to the knowledge of the Vendors, the business of the Vendors does not violate or conflict with any third party’s intellectual property.

Environmental (Section 7.11 of the PSA): to confirm that the Vendors are in compliance with all environmental laws and permits during the last three years. The PSA also contains a schedule which lists any deviation from compliance, including any investigation or requests from environmental enforcement or regulatory governmental organization and contains a section in which the Vendors to their knowledge, must identify legal proceedings which relate to the

compliance of environmental laws. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Labour Matters (Section 7.13 of the PSA): confirmation of all the employees of the Vendors, including their job position, remuneration, years of service and any benefits received by the employee (provided in a list to the Canadian Purchaser) is true and correct. The Vendors also confirm to their knowledge that no officer, director or employee has been charged with unfair labour practices since December 31, 2007 and that there are no pending labour claim. The Vendors confirm that they are not liable for any unpaid wages, bonuses, commissions or taxes. Section 7.13(g) of this R&W relating to unpaid wages, bonuses or commissions is required to be true at the timing of signing of the PSA and closing of the Transaction.

Taxes (Section 7.15 of the PSA): confirmation that the Vendors provided Georgia Pacific with complete copies of all tax returns for each of the Vendors and confirmation that they are not non-residents of Canada pursuant to the *Income Tax Act (Canada)*. Further, the Vendors confirm that each Vendor is registered for the purposes of GST and has remitted all applicable taxes to the government with respect to the employees of the Vendors. Sections 7.15(b) and (c) of this R&W relating to not being a non-resident and GST registration respectively, are required to be true at the signing of PSA and the closing of the Transaction.

Insurance (Section 7.17 of the PSA): policies are listed in Schedule 7.17(a) of the PSA, including any policies that are occurrence based liability policies. The insurance representation confirms that the Vendors' insurance is in good standing and that the Grant Entities are in full compliance with the terms and conditions of their insurance. The Vendors are required to list certain claims brought against them and any amounts paid by them or their insurance policies to settle legal proceedings or other claims since October 31, 2005. The Vendors must also confirm that they have not been denied insurance coverage during the past five

years. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Timber Warranty (Section 7.18 of the PSA): as scheduled, contains a true and correct list of all timber contracts, permits, agreements, licences and all other legally binding commitments in respect of the Vendors' ability to harvest, receive or supply timber in addition to notices from the Ontario government that direct anyone to supply timber to the Vendors that are considered material to the business. [REDACTED

}

R&W's of the Vendors Regarding the U.S. Applicants

Organization and Qualification (Section 8.01 of the PSA): confirmation of the ownership structure and organization of the U.S. Applicants. The Vendors also confirm that the U.S. Applicants are free and clear of any liens other than the First Lien Lenders and Second Lien Lenders' liens. The Vendors confirm that at closing, the U.S. Purchaser and the Additional U.S. Purchaser will have valid and marketable title to their interests in the Grant Partnership.

Financial statements and books and records (Section 8.03 of the PSA): confirmation that the financial statements attached as Schedule 8.03 to the PSA are correct and complete and subject to certain exceptions, have been prepared in accordance with GAAP. Additionally, the Vendors confirm to their knowledge that there are no undisclosed liabilities except for liabilities incurred since October 31, 2009 in the ordinary course of business, none of which individually or in the aggregate are material. Section 8.03(b) of this R&W in relation to the undisclosed liabilities is required to be true at the signing of the PSA and the closing of the Transaction.

Ownership of Assets (Section 8.04 of the PSA): confirms the U.S. Applicants' interests in and title to assets to the U.S. Applicants, other than inventory and accounts receivable (which are subject to separate R&W). This R&W also

confirms that to the knowledge of the U.S. Applicants the equipment is in good condition and state of repair, reasonable wear and tear and depreciation excepted and is adequate for the operation of the business. Section 8.04(c) of this R&W relating to equipment is required to be true at the signing of the PSA and the closing of the Transaction.

Accounts Receivable (Section 8.05 of the PSA): confirmation that all accounts receivable as shown on the financial statements represent sales made or services performed in the ordinary course of business. Additionally, to the knowledge of the Vendors, adequate reserves have been established for the accounts receivable in accordance with GAAP. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Personal Property (Section 8.06 of the PSA): listing of the vehicles, equipment and other tangible personal property (collectively the “**Personal Property**”), contained in Schedules 8.06(a)(i), (ii) and (iii) is true and correct. Confirmation by the Vendors that the U.S. Applicants have good and transferable title to all of their Personal Property. Section 8.06(b) of this R&W in relation to the transferability of title by the U.S. Applicants of the Personal Property is required to be true at the signing of the PSA and the closing of the Transaction.

Inventories (Section 8.07 of the PSA): confirmation that all inventories (except inventory in transit or disposed of in the ordinary course of business) are reflected on the financial statements of the U.S. Applicants. The Vendors confirm that, to their knowledge, the inventories are in good and merchantable quality and not subject to any write-downs or write-offs in excess of the reserves established by the Vendors based on past practices. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Contracts (Section 8.08 of the PSA): confirms all contracts related to the business of the U.S. Applicants that are considered material to the operation of the business are listed in a schedule (the “**U.S. Material Contracts**”). [REDACTED

] This R&W also requires the Vendors to confirm, to their knowledge, that there has been no threatened termination, cancellation or limitation of the U.S. Material Contracts. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Real Property (Section 8.10 of the PSA): confirms the list of real property owned by the U.S. Applicants and a summary description of the real property. Confirmation from the U.S. Applicants that to their knowledge the real property conforms to the zoning and laws and that there has been no adverse claims affecting the real property.

Environmental Matters (Section 8.11 of the PSA): confirms that the U.S. Applicants' real property is in compliance with all environmental laws and permits during the last five years. The PSA also contains a schedule which lists any deviation from compliance, including any investigation or requests from environmental enforcement or regulatory governmental organization. The R&W contains a listing of the environmental permits that have been obtained by the U.S. Applicants, including confirmation of compliance of said permits. The U.S. Applicants further confirm that all environmental certificates are in compliance and are listed in a schedule to the PSA. The U.S. Applicants must identify to their knowledge, legal proceedings, if any, which relate to the compliance of environmental laws. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Legal Proceedings (Section 8.12 of the PSA): other than as listed and briefly described, there have been no legal proceedings filed or threatened in writing to the knowledge of the Vendors against the U.S. Applicants since June 30, 2006. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Taxes (Section 8.16 of the PSA): Confirmation that all tax returns in respect of the U.S. Applicants have been filed and are complete, accurate and fully paid. There is also a listing of specific tax R&W which relate to the payment and treatment of certain tax specific issues by the U.S. Applicants. Additionally, the Vendors confirm to their knowledge that there are no examinations by tax authorities' in progress. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Compliance with Laws, Permits and Orders (Section 8.17 of the PSA): Confirmation by the Vendors that to their knowledge the U.S. Applicants are in compliance with all laws, permits and orders and to the knowledge of the U.S. Applicants, that no officer, director, agent or employee is the subject to any order that prohibits them from any conduct or activity relating to the U.S. Applicants.

Certain Payments (Section 8.18 of the PSA): confirmation that, to the knowledge of the Vendors, no U.S. Applicant or director, agent, officer or employee of the U.S. Applicants have established a fund or asset in violation of any law, made any contribution, gift, bribe, rebate, payoff, kickback, etc. for the purposes of obtaining favourable treatment or special concessions in respect of the U.S. Applicants. This R&W is required to be true at the signing of the PSA and the closing of the Transaction.

Covenants (Article 10 of the PSA)

19. The PSA contains covenants which set out the requirements of the Grant Entities and Georgia Pacific between signing of the PSA and closing. Certain of the key

covenants are summarized below. These are more fully set out in Article 10 of the PSA:

20. *Canadian Order (Section 10.02 of the PSA)*: The Canadian Applicants or the First Lien Lenders' Agent shall apply to the CCAA Court for an order adding the Additional Applicants to the CCAA proceedings. Concurrently, the Grant Entities shall seek the Canadian Order. The form of the Canadian Order to be sought is attached as Exhibit B to the PSA.
21. *U.S. Order; Release and Discharge Agreement (Section 10.03 of the PSA)*: After the issuance of the Canadian Order, the Grant Entities shall cause the Monitor to initiate the U.S. Bankruptcy Proceedings and make application to the U.S. Bankruptcy Court for entry of the US Order approving the Transaction. The form of the U.S. Order is attached as Exhibit G to the PSA. Additionally, once the Canadian Order and the U.S. Order are granted, the Applicants are to use their commercially reasonable efforts to obtain an executed copy of the Release and Discharge Agreement (the form of which is attached as Exhibit E to the PSA); this has the effect as described further herein of releasing the security interests of the First Lien Lenders and Second Lien Lenders against the Purchased Assets and the U.S. Applicants.
22. *Operation of the Businesses in the Ordinary Course (Section 10.05 of the PSA)*: The Grant Entities covenant to operate the business in the normal course until closing of the Transaction.
23. *Issue to the Canadian Purchaser a Forest Resource Processing Facility License and Timber Supply Agreement; Release of Timber Escrow Amount (Section 10.10 of the PSA)*: GFPI shall work with the Canadian Purchaser to obtain a forest resource facility licence (the "**Facility License**") and an optimized fibre supply agreement (the "**Timber Supply Agreement**") for the Englehart Mill with the Ministry of Northern Development, Mines and Forestry ("**MNDMF**") which optimizes the cost of the supply of fibre allocated to the Englehart Mill by the MNDMF.

24. Georgia Pacific and GFPI with the assistance of the Monitor and the CRA have been in direct discussions with the MNDMF with respect to the provision of the Facility License and the Timber Supply Agreement. Throughout these discussions the MNDMF has been supportive of the acquisition by Georgia Pacific of the Purchased Assets including the Englehart Mill, and has been working co-operatively to satisfy these requirements to close the Transaction.
25. As set out in the section of this Appendix describing the purchase price to be paid on closing to the Monitor on behalf of the Vendors, a timber holdback escrow (the “**Timber Escrow Amount**”) in the amount of \$15 million will be paid to the Monitor as escrow agent (the “**Timber Escrow Agent**”) to address the negative variations (if any) in the actual realized cost for the Canadian Purchaser of fibre supply to the Englehart Mill as compared to the cost projected by the Vendors for the two year period immediately following the closing of the Transaction.
26. **[REDACTED]**

27. *Trade and Employee Payables; Priority Liens and Claims (Section 10.11 of the PSA):* GFPI agrees to prepare a statement no later than five business days prior to closing of the Transaction, of an estimate of all the Vendors' outstanding trade accounts payable incurred subsequent to the date of the Initial Order and the estimate of the outstanding, wages, vacation pay and other amounts owed to employees to be hired by the Canadian Purchaser (the "**OP Statement**"). In order to ensure that these obligations are satisfied by the Vendors subsequent to the closing of the Transaction, the PSA contains an escrow amount (the "**OP Escrow**") which will be an amount (the "**Other Payables Escrow Amount**") equal to the total amount set out on the OP Statement.
28. The Other Payables Escrow Amount is to be held in trust by the Monitor (acting as the escrow agent) (the "**OP Escrow Agent**") pursuant to the terms of an escrow agreement. The Monitor shall from time to time direct the OP Escrow Agent to release from such escrowed funds (and interest accrued thereon) to the Monitor on behalf of the Vendors an amount equivalent to each amount paid by a Vendor to the applicable payee of an amount referred to in the OP Statement. The Monitor shall direct the OP Escrow Agent to release the balance of such escrowed funds (and interest accrued thereon) to the Monitor on behalf of the Vendors when all of the applicable payees of the amounts referred to in the OP Statement have been paid the amounts owing to them.

29. *Access to Information, Employees, Facilities, Customers and Suppliers (Section 10.14 of the PSA)*: The Applicants will provide Georgia Pacific reasonable access to the books, records, employees, premises, etc. of the Grant Partnership. The Applicants agree to work with Georgia Pacific to develop and implement a protocol for communications with customers and suppliers of the operations.
30. **[REDACTED]**

]

31. **[REDACTED]**

]

32. [REDACTED

]

Conditions

33. The PSA contains a number of conditions which Georgia Pacific requires to be satisfied as a condition to closing (but some of which may be waived at the discretion of Georgia Pacific). The full list of the conditions to closing is contained in Article 11 of the PSA. A summary of the most significant conditions for the benefit of the Purchasers is set out below:

- a. All of the R&W's of the Grant Entities were true and correct when made and certain R&W's such as, but not limited to, Related Parties, Environmental Matters for the Purchased Assets and Contracts, Environmental, Legal Proceedings and Taxes for the U.S. Applicants are true and correct at the time of closing with the same force and effect as when the R&W's were made on signing of the PSA. However this is subject to section 11.04 (Losses);
- b. The Grant Entities have complied with and performed their respective obligations, covenants, and obligations under the Covenants section of the PSA;
- c. The CCAA Court shall have granted the Canadian Order and the US Applicants shall have obtained the U.S. Order, and such Orders shall have become a Final Orders;
- d. The receipt of an executed copy of the Release Discharge and Termination Agreement by the Additional Applicants. This is discussed in greater detail in the "Overview of Supporting Documents" section below;
- e. The issuance by the MNDMF of the Facility License and the Timber Supply

Agreement for the Englehart Mill;

- f. Other than any such required consent, approval or waiver that is provided by way of an order of the Court, the receipt of:
 - i) all required consents (as listed in Schedule 9 of the PSA) and any other consent or waiver that is required for the assignment to the Canadian Purchaser of certain contracts or permits that provides for timber supply with respect to a timber commitment for delivery of timber after closing [REDACTED]; and
 - ii) any other material consent or waiver that is required for the assignment of the Purchased Assets or the change of control of the Grant Partnership, or the other U.S. Applicants and that relates to any material contract that is required to conduct the business in accordance with all applicable laws.
- g. The filing of all required notices and the receipt or assignment to the Purchasers of all permits that are required to conduct the Grant Entities' business in accordance with applicable law;
- h. The receipt of the required government and regulatory approvals, including pursuant to the Competition Act and Investment Canada Act in Canada and Hart Scott Rodino Act in the United States;
- i. No litigation, regulation, injunction, order or legislation has been issued in respect of the Transaction as contemplated in the PSA;
- j. No proceedings have been initiated against the Grant Entities that results or may reasonably result in a criminal penalty;
- k. The completion of the Transaction in the PSA does not breach any law; and
- l. No material adverse change shall have occurred [REDACTED]

Losses

34. "Losses" in the PSA relate to any failure to meet any of the Threshold Conditions (as defined below) or in the determination of whether there has occurred any material adverse effect or material adverse change. Such Losses are the total amount (without duplication) of; [REDACTED]

35. In the event of the failure of the Grant Entities to meet any of the R&W conditions that must be true at signing, or signing and closing (the “**Threshold Conditions**”) for the benefit of the Purchasers, the following mechanism has been incorporated into the PSA to address the calculation of the damages (if any) that Georgia Pacific may suffer from each breach of a R&W [REDACTED]

36. Any disputes with respect to the calculation of the Losses will be adjudicated by a commercial arbitrator prior to closing which may be extended by up to thirty days for the arbitration process.

Closing of the Transaction (Article 12 of the PSA)

37. The timing of the closing of the Transaction is subject to the following:
- a. Notice by the Vendors to the Purchasers that the conditions listed in the definition of major conditions satisfaction date in the PSA (some of which have been summarized above) have been met (the “**Major Conditions Satisfaction Date**”) in which case the closing date will not be earlier than 10 business days and not later than 30 business days after the Major Conditions Satisfaction Date;
 - b. In the event of a failure to meet any of the conditions that relate to the R&W’s then the closing date as specified in the notice described above, shall be extended until such time as the Losses are determined; and
 - c. The 20th business day following the date on which all closing conditions are met or waived by the appropriate party, or such other time as the parties may agree in writing.
38. It is the intention of the Vendors and Purchasers to close on or about March 31, 2010. Subject to the timing parameters above, the closing date may be extended by the written agreement of the Vendors and Purchasers to an outside date of June 30, 2010, at which time the PSA shall at the option of any party, terminate if the Transaction has not closed.

Purchase Price Adjustment for Working Capital Amount

39. Article 13 of the PSA contains a working capital adjustment (the “**Working Capital Adjustment**”) clause for the Purchase Price based on the Grant Entities’ working capital levels as at July 30, 2009, relating to the Purchased Assets and the U.S. Applicants, compared to the working capital levels at closing.
40. The Grant Entities and Georgia Pacific have agreed to a target working capital amount (the “**Target WC**”), which details the balance sheet accounts and amounts that comprise the Target WC.

41. The PSA provides for a working capital estimate (the “**WC Estimate**”) to be prepared by Management five business days prior to closing. The WC Estimate will be compared to the Target WC and the Purchase Price will be adjusted upwards (if the WC Estimate is higher than the Target WC) or downwards (if the WC Estimate is lower than the Target WC) as necessary.
42. The PSA incorporates an escrow of \$5.0 million (the “**Working Capital Escrow Amount**”) to address any difference between the WC Estimate at closing and the actual final calculation which is to be completed thirty days after closing.
43. The Monitor has agreed to act as escrow agent (the “**Working Capital Escrow Agent**”) pursuant to an escrow agreement to be entered into by the parties on closing.

Overview of Supporting Documents

44. In addition to the PSA, the Applicants and Georgia Pacific negotiated certain supporting documents which are summarized as follows, and (except for the Consent Agreement) are included as Exhibits to the PSA:

Consent Agreement

45. A Consent Agreement has been entered into between the First Lien Lenders’ Agent, Georgia Pacific and the Applicants to confirm certain understandings and agreements as between the parties effective as of January 8, 2010 (the “**Consent Agreement**”). Pursuant to the Consent Agreement, the parties have agreed or affirmed and consented, *inter alia*, as follows:
 - (a) The Applicants and Georgia Pacific desire to effectuate the Transaction contemplated by the PSA and the First Lien Lenders’ Agent approves of the Transaction;
 - (b) In order to implement the Transaction set forth in the PSA, the First Lien Lenders’ Agent on behalf of the First Lien Lenders, agrees, *inter alia*:

- (i) To initiate enforcement proceedings to exercise the First Lien Lenders' Agents' remedies with respect to the Applicants as necessary to facilitate the completion of the Transaction, including, without limitation, making an application to have the Additional Applicants added to the present CCAA proceeding; and
- (ii) Provided that the Canadian Order and the U.S. Order are each granted in form and substance attached to the PSA, the First Lien Lenders' Agents' on behalf of itself and each of the First Lien Lenders, agrees that upon closing on behalf of itself and each of the First Lien Lenders, to execute and deliver the Release and Discharge Agreement (described later herein) to Georgia Pacific and to release its liens, claims and encumbrances against *inter alia* the Grant Partnership, the other U.S. Applicants and their respective assets as further described herein.

Release, Discharge and Termination Agreement

- 46. Upon issuance of the Canadian and U.S. Orders substantially in the form attached respectively as Exhibit "B" and Exhibit "G" to the PSA, a Release, Discharge and Termination Agreement will be executed and entered into between the First Lien Lenders' Agent, Second Lien Lenders' Agent, the U.S. Purchaser, GFPI, GFPSI, GAI and the U.S. Applicants (the "**Release and Discharge Agreement**").
- 47. According to the First Lien Lenders' Agent and the Applicants, pursuant to Section 5.1(c) of the Intercreditor Agreement, the First Lien Lenders' Agent has the power of attorney to execute the Release and Discharge Agreement on behalf of the Second Lien Lenders' Agent. The First Lien Lenders' Agent intends to exercise that authority upon approval of same by both the CCAA Court and the U.S. Court as provided for in the draft Canadian Order and the draft U.S. Order attached to the PSA.
- 48. Pursuant to the Release and Discharge Agreement, the First Lien Lenders' Agent, on behalf of itself and the First Lien Lenders, as well as on behalf of the Second

Lien Lenders' Agent and the Second Lien Lenders, irrevocably agrees that as of the closing of the PSA, it hereby:

- (a) Releases each Lien (for the purposes of this section, as defined in the Intercreditor Agreement), claim and other encumbrance against or with respect to the Purchased Assets relating to the First Lien Credit Agreement and the Second Lien Credit Agreement;
- (b) Releases each Lien, claim and other encumbrance against or with respect to the Purchasers' Partnership Interests relating to the First Lien Credit Agreement or the Second Lien Credit Agreement;
- (c) Discharges all Obligations of the Grant Partnership as defined in the First Lien Credit Agreement and the Second Lien Credit Agreement;
- (d) Releases each First and Second Lien guaranty and discharges all obligations of the U.S. Applicants related thereto;
- (e) Releases each lien, claim and other encumbrance with respect to the U.S. Applicants and the collateral (for the purposes of this section, as defined in the Intercreditor Agreement) held by the U.S. Applicants relating to the First Lien Credit Agreement and the Second Lien Credit Agreement;
- (f) Terminates, discharges and otherwise releases the U.S. Applicants from the First Lien Credit Agreement and the Second Lien Credit Agreement; and any and all obligations thereunder;
- (g) Confirms and consents to the Canadian Order and the U.S. Order and agrees to take no action to appeal, amend, modify or vary either the Canadian Order or the U.S. Order; and
- (h) Grants Georgia Pacific the authority to terminate any outstanding financing statements, fixture filings, mortgages and other documents or instruments granting or evidencing or purporting to grant any Lien against the Purchased Assets, the Purchaser's Partnership Interests, or against any U.S. Applicant relating to the First Lien Credit Agreement and the Second Lien Credit Agreement.

49. Furthermore, pursuant to the Canadian Order, the liens of the First Lien Lenders' Agent and the Second Lien Lenders' Agent will attach to the Net Partnership Interests Acquisition Proceeds, with the same priority that the First Lien Lenders' Agent and the Second lien Lenders' Agent would have had against the Grant Partnership and the collateral of the Grant Partnership if their respective Liens, claims and other encumbrances against the Grant Partnership and the collateral of the Grant Partnership had not been released, terminated, discharged, extinguished and expunged.

Release Agreement (Grant release)

50. A form of the Release Agreement, a copy of which is attached as Exhibit 'E' to the PSA, has been agreed to by GFPI, GAI and GFPSI (collectively, the "**Releasors**") whereby the Releasors have each agreed to release the U.S. Applicants (and together with their respective successors and assigns, the "**Released Entities**") from, *inter alia*, any and all liabilities, damages, claims and debts of any Released Entities to any Releasor, effective upon the closing of the PSA.

Amended and Restated Partnership Agreement of Grant U.S. Holdings GP

51. A form of the Amended and Restated Partnership Agreement of the Grant Partnership (the "**Partnership Agreement**") has been agreed to between GAI, as partner, GFPI, as partner (the "**Withdrawing Partners**") and Georgia-Pacific LLC, as partner and GP Palmetto Holding LLC, as partner (and together with Georgia-Pacific LLC, the "**Partners**") to, *inter alia*, set forth certain of the terms and conditions to: (i) surrender and cancel the Withdrawing Partners' Partnership Interests and the withdrawal of the Withdrawing Partners; (ii) admit the Partners to the Grant Partnership; and (iii) issue the Purchasers' Partnership Interests to the Partners in proportion to their initial capital contributions.

U.S. Applicants Assumption Agreement

52. A form of the U.S. Applicants Assumption Agreement has been agreed to

between the Grant Partnership, Southeast, Grant Newco, Grant U.S. Sales, Clarendon, Allendale and Excluded of the first part and GFPI of the second part (the “**Assumption Agreement**”), which provides, *inter alia*,

- (a) That GFPI shall assume all of the obligations and liabilities owing from any of the U.S. Applicant to any affiliate or related person of any Vendor under the PSA (other than any U.S. Applicant) that is not released pursuant to the Release Agreement discussed earlier in this Sixth Report (the “**Intracompany Commitments**”); and
- (b) Effective as of closing, each U.S. Applicant (i) irrevocably assigns and transfers to GFPI all of such U.S. Applicant’s right, title and interest in and to the Intracompany Commitments held by such U.S. Applicant, (ii) GFPI accepts all right, title and interest of each such U.S. Applicant in and to the Intracompany Commitments and (iii) GFPI assumes full and complete responsibility to promptly perform, satisfy and discharge the Intracompany Commitments when due.

A copy of the Assumption Agreement is attached to the PSA as Exhibit C .

Assignment Agreement

- 53. A form of assignment agreement (the “**Assignment Agreement**”) has been agreed to by GFPI, GFPSI, GAI and the Canadian Purchaser. The Assignment Agreement provides that effective at closing each of the Vendors assigns and transfers to the Canadian Purchaser, and the Canadian Purchaser accepts such assignment of, all such Vendor’s rights, title and benefits to the Purchased Assets (as defined in the PSA), including without limitation: Vendors’ contracts, the accounts receivable, the causes of action, the shares, the equipment operating leases, the Vendor intellectual property, the prepaid expenses, the goodwill, the permits, licenses and deposits, the demands of each Vendor, the Uniform Product Code Symbols of each Vendor, and the assets of the pension plan for the Hourly Employees of GFPI at the Englehart Mill. A copy of the form of Assignment Agreement is attached to the PSA as Exhibit L.

The Canadian Order

54. The “Canadian Order” which is an approval and vesting order being sought by the Applicants will, *inter alia*, approve:
- (a) The Applicants’ entry into the PSA and any necessary ancillary documents necessary or desirable to complete the transactions and satisfy the Applicants’ obligations contemplated thereby;
 - (b) That Mr. Peter Lynch, on behalf of the Applicants and Additional Applicants, is authorized to execute the PSA, the Release Agreement, the Release and Discharge Agreement and any other agreement required to complete the Transaction and satisfy the Applicants’ obligations under the PSA;
 - (c) The purchase by the Canadian Purchaser of the Purchased Assets from and the transfer of the Purchased Assets by the Vendors to the Canadian Purchaser;
 - (d) the admission of the U.S. Purchasers as partners of the Grant Partnership, the surrender by GFPI and GAI of their respective partnership interests in the Grant Partnership and the issuance by the Grant Partnership of the partnership interests in the Grant Partnership to the U.S. Purchaser and the Additional U.S. Purchaser as provided for in the PSA;
 - (e) the entry into of the Release Agreement by the Applicants; and
 - (f) the entry into of the Release, Discharge and Termination agreement by (i) the Applicants, (ii) the First Lien Lenders’ Agent (acting on its behalf and on behalf of the First Lien Lenders), and (iii) the First Lien Lenders’ Agent (acting on behalf of the Second Lien Lenders’ Agent and the Second Lien Lenders pursuant to the Intercreditor Agreement).
55. The Applicants are also requesting that this Honourable Court make an Order stating that the First Lien Lenders’ Agent, on behalf of itself and the First Lien Lenders, the Second Lien Lenders’ Agent, on behalf of itself and the Second Lien

Lenders, and the First Lien Lenders' Agent, on behalf of the Second Lien Lenders' Agent and the Second Lien Lenders pursuant to and in accordance with the Intercreditor Agreement, are authorized, empowered and directed to enter into the Release and Discharge Agreement and to take such steps and execute such documents as necessary to facilitate the release and discharge of:

- (a) All obligations of the U.S. Applicants;
- (b) All Liens (as defined in the Intercreditor Agreement) of the First Lien Lenders' Agent, the First Lien Lenders, the Second Lien Lender's Agent or the Second Lien Lenders, against,
 - (i) The Acquired Interests; and
 - (ii) The collateral of the U.S. Applicants.

However, the Second Lien Lenders' Agent shall be relieved of its obligations to act if the First Lien Lenders' Agent takes the steps necessary to complete the transactions contemplated by the Release and Discharge Agreement on behalf of the Second Lien Lenders' Agent and the Second Lien Lenders pursuant to section 5.1(c) of the Intercreditor Agreement.

- 56. In connection with the release and discharge of the First Lien Lenders' claims and Second Lien Lenders' claims (including those of their respective agents), the Applicants are requesting a provision in the Canadian Order which states that neither the First Lien Lenders' Agent nor any of the First Lien Lenders shall incur any liability or obligation of whatsoever nature or kind arising from taking any step or acting in any way on the authority and/or direction provided for in the Canadian Order.
- 57. Pursuant to the PSA, the Monitor is required to file with the CCAA Court confirmation that:
 - a. the Purchasers have paid and the Monitor has received payment of the Purchase Price and the Partnership Interests Acquisition Price; and
 - b. the conditions to closing as set out in Section 11 of the PSA

("Conditions"), and deliveries on closing by the Vendors, the Grant Partnership, the Canadian Purchaser, the U.S. Purchaser and the Additional U.S. Purchaser (as described in Sections 12.01-12.06 of the PSA) have been satisfied or waived by the Vendors, the Grant Partnership and Georgia Pacific (the "**Monitor's Certificate**")

58. Upon delivery of the Monitor's Certificate to the Purchasers, all right, title and interest in and to the Purchased Assets and the Purchasers Partnership Interests shall vest absolutely in the applicable Purchasers free and clear of all claims and encumbrances (except for the Permitted Encumbrances as described in Schedule "D" to the Canadian Order).
59. For the purposes of determining the nature and priority of any claims and encumbrances, the proceeds of sale of the Purchased Assets, net of applicable sales taxes and any purchase price adjustments pursuant to the PSA (the "**Net Purchased Assets Sale Proceeds**") and the amounts paid by the U.S. Purchasers to acquire the Purchasers' Partnership Interests, net of applicable taxes and adjustments pursuant to the PSA (the "**Net Partnership Interests Acquisition Proceeds**", and, together with the Net Purchased Assets Sales Proceeds, the "**Net Acquisition Proceeds**"), shall stand in the place and stead of the applicable Purchased Assets and assets of the Grant Partnership, and that effective from and after the date of delivery of the Monitor's Certificate to the Purchasers as follows:
- (a) all claims and encumbrances against the Purchased Assets shall attach in place and stead to the Net Purchased Assets Sale Proceeds, with the same priority as they had with respect to the Purchased Assets immediately prior to the completion of their sale to the Canadian Purchaser, as if the Purchased Assets had not been sold to or acquired by the Canadian Purchaser immediately prior to the transaction;
 - (b) all claims and encumbrances against the Vendors' Partnership Interests and Purchasers' Partnership Interests shall be released, discharged,

extinguished and expunged as against the Vendors' Partnership Interests and the Purchasers' Partnership Interests shall be issued to the U.S. Purchasers free and clear of all such claims and encumbrances;

- (c) on assumption by the Partnership Proceeds Trustee of the Assumed Partnership Indebtedness (described below), all claims and encumbrances against the Grant Partnership and its collateral shall be released, discharged, extinguished and expunged as against the Grant Partnership and its collateral and shall attach in place and stead to the Net Partnership Interests Acquisition Proceeds (which proceeds shall be distributed by the Partnership Proceeds Trustee subject to further order of the CCAA Court in accordance with the Canadian Order), with the same priority as such Claims and Encumbrances had with respect to the Grant Partnership and its collateral immediately prior to the closing, and as if such claims and encumbrances had not been released, discharged, extinguished and expunged from the Grant Partnership and its collateral; and
- (d) all claims and encumbrances of or held by the First Lien Lender's Agent and the Second Lien Lender's Agent, the First Lien Lenders, the Second Lien Lenders and the Applicants (or any one or more of them) against any of the U.S. Applicants and any of their respective collateral shall be released, discharged, extinguished and expunged.

60. In order to effect the sale of the Purchaser's Partnership Interests to the applicable Purchasers, the Vendors, the Purchasers and the First Lien Lenders' Agent have all agreed that from and after the time of delivery of the Monitor's Certificate to the Purchasers, the Monitor shall be constituted the trustee of the Net Partnership Interests Acquisition Proceeds (the "**Partnership Proceeds Trustee**") and hold the Net Partnership Interests Acquisition Proceeds in trust for the sole and exclusive benefit of the creditors of the Grant Partnership.

61. In consideration for, and conditional upon its receipt of, the Net Partnership

Interests Acquisition Proceeds, the Partnership Proceeds Trustee shall assume all indebtedness and obligations of the Grant Partnership (the “**Assumed Partnership Indebtedness**”) and, notwithstanding any other provision of the Order, the Net Partnership Interests Acquisition Proceeds shall be subject to all encumbrances against the Grant Partnership existing as at the time of closing (the “**Partnership Encumbrances**”), in each case, only to the extent necessary to enable the holders of the Assumed Partnership Indebtedness to receive the Net Partnership Interests Acquisition Proceeds according to the priorities of the Partnership Encumbrances and, if applicable, the priorities set forth in the Intercreditor Agreement.

62. The Net Partnership Interests Acquisition Proceeds will be distributed, upon further Order of the Court, to the creditors entitled thereto with the same priority that the holders of the Partnership Encumbrances would have had against the collateral of the Grant Partnership as if the Partnership Encumbrances had not been released, discharged, extinguished and expunged as against the Grant Partnership and its collateral and, if applicable, pursuant to the priorities set forth in the Intercreditor Agreement.
63. Neither the Partnership Proceeds Trustee, nor Ernst & Young Inc., in any capacity, shall have or be under any personal or corporate liability to any person in relation to the Partnership Encumbrances or for acting in its capacity as the Partnership Proceeds Trustee (except for wilful misconduct or gross negligence), and the sole recourse any holders of the Partnership Encumbrances shall have in relation to the Assumed Partnership Indebtedness and the Partnership Encumbrances is to the Net Partnership Interests Acquisition Proceeds.
64. Immediately following the distribution of all of the Net Partnership Interests Acquisition Proceeds in accordance with further Order of the Court, the Monitor shall be released and discharged from its role as Partnership Proceeds Trustee and shall have no further duties or obligations, the Assumed Partnership Indebtedness shall be deemed to have been satisfied in full and all Partnership Encumbrances

shall be released and discharged.

65. The Canadian Order also seeks an order and declaration that the Monitor be the foreign representative of the Applicants with the authority to commence the U.S. Bankruptcy Proceedings and to obtain from the U.S. Bankruptcy Court such orders as may be required to (a) recognize the CCAA Proceeding as a foreign proceeding in relation to each of the Applicants (the "**Chapter 15 Proceedings**"), and (b) carry out the terms of the Canadian Order and the PSA.
66. In anticipation of the Chapter 15 Proceedings, a draft of the U.S. Order approving the Canadian Order is attached as Exhibit "G" to the PSA. The draft U.S. Order seeks to:
 - (a) Affirm and enforce the Canadian Order and all the relief provided for therein; and
 - (b) Separately authorize and approve the sale and transfer of the Purchased Assets and the issue of the Purchasers' Partnership Interests (together , the "**Acquired Interests**") by the Vendors and the Grant Partnership to the Purchasers.
67. The U.S. Order substantially follows and seeks the same relief set forth in the Canadian Order, with the additional relief required to meet the requirements under the United States Bankruptcy Code to recognize the Canadian Order in the Chapter 15 Proceedings.

Miscellaneous

68. The Independent Committee approved the PSA on January 5, 2010.
69. The Monitor received email communication from the First Lien Lenders' Agent that the PSA was approved by the First Lien Lenders.
70. The PSA was executed by the Applicants and Georgia Pacific on January 8, 2010.

APPENDIX N

Southeast Properties LLC, Grant Clarendon LP, Grant Allendale LP, Grant US Sales Inc. Grant Newco LLC, Grant Excluded GP (the "Additional Applicants")
Consolidated Cash Flow Projection
For The Period From January 4, 2010 to April 11, 2010
(In Thousands of US Dollars)

Week Ending	Notes	10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar	21-Mar	28-Mar	4-Apr	11-Apr	Total
Opening Bank Balance																
1		1,758	546	565	407	473	418	418	418	553	532	460	267	749	599	1,758
Receipts																
OSR Sales		1,356	1,862	1,306	1,306	1,306	1,306	1,356	1,356	1,695	1,695	1,528	1,528	1,528	1,528	20,655
2		1,356	1,862	1,306	1,306	1,306	1,306	1,356	1,356	1,695	1,695	1,528	1,528	1,528	1,528	20,655
Total Receipts																
3																
Disbursements																
Payables-Wood		(442)	(610)	(251)	(479)	(560)	(479)	(485)	(375)	(329)	(481)	(481)	(481)	(481)	(481)	(6,415)
4		(144)	(120)	(120)	(120)	(120)	(120)	(120)	(149)	(149)	(130)	(130)	(130)	(130)	(109)	(1,788)
Freight		(465)	(614)	(553)	(442)	(439)	(374)	(569)	(568)	(639)	(688)	(438)	(385)	(492)	(719)	(7,583)
5		(419)	-	(419)	-	(531)	-	(638)	-	(550)	-	(438)	-	(550)	-	(3,545)
Other Payables		(186)	(452)	(15)	(12)	(15)	(583)	(15)	(15)	(11)	(430)	(197)	(12)	(12)	(450)	(2,405)
6		(875)	(10)	(68)	(150)	-	(359)	-	(89)	-	-	-	-	-	-	(1,551)
Utilities & Fuel		(38)	(38)	(38)	(38)	(25)	(25)	(25)	(25)	(38)	(38)	(38)	(38)	(38)	(13)	(425)
7		(2,569)	(1,843)	(1,464)	(1,240)	(1,689)	(2,139)	(1,851)	(1,221)	(1,716)	(1,766)	(1,721)	(1,045)	(1,677)	(1,771)	(23,712)
8		(1,213)	19	(157)	66	(383)	(833)	(495)	135	(21)	(71)	(194)	482	(150)	(244)	(3,058)
9																
Restructuring Costs																
Total Disbursements																
10																
Net Weekly Cash Flows																
Inter-Company Transfers:																
Transfer from (to) Original Applicants		-	-	-	-	327	833	495	-	-	-	-	-	-	-	1,655
Total Inter-Company Transfers		-	-	-	-	327	833	495	-	-	-	-	-	-	-	1,655
Ending Bank Balance		546	565	407	473	418	418	418	553	532	460	267	749	599	356	356

**In the Matter of the CCAA of Southeast Properties LLC, Grant Clarendon LP ,
Grant Allendale LP, Grant US Sales Inc. Grant Newco LLC, Grant Excluded GP
(collectively the “Additional Applicants”)
Notes to the Unaudited Cash Flows Projection**

Disclaimer:

In preparing this cash flow projection (the “Cash Flow Forecast”), the Additional Applicants have relied upon unaudited financial information and the Additional Applicants have not attempted to further verify the accuracy or completeness of such information. The Cash Flow Forecast includes estimates concerning the operations and costs of the Clarendon Mill and the Allendale Mill and additional assumptions discussed below. Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Cash Flow Forecast period will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

Overview:

The Cash Flow Forecast reflects cash flows from the Additional Applicants’ operations including inter-company transfers to and from the Original Applicants’ operations. The Additional Applicants with the assistance of the Monitor have prepared the Cash Flow Forecast based primarily on historical results and the Additional Applicants’ current business plan. Receipts and disbursements are denominated in US dollars.

The Cash Flow Forecast assumes that one of the Additional Applicants’ mill, specifically; the Clarendon Mill continues to remain non-operational during the Cash Flow Forecast period. The Cash Flow Forecast does not reflect the closing of the PSA in the Cash Flow Forecast period. In addition, the Cash Flow Forecast also assumes that no interest will be paid to the lenders during the projection period.

Assumptions:

1) Opening Balance:

This is the anticipated opening cash balance of the Additional Applicants at the commencement of the CCAA proceedings and includes funds held in U.S. dollars.

2) Sales Receipts:

OSB Sales are calculated as the product of the projected volume and the projected price per unit. The projected volume is estimated based on the Additional Applicants’ historical volumes with a discount for the decline in sales as a result of the slower U.S. housing market as compared to previous years. The projected sales price per unit is estimated using historical pricing data by the Additional Applicants’ sales department and market forecasts published by independent services. Further amounts estimated for freight are added to the unit price to arrive

at the gross price per unit. The Additional Applicants assume that sales are collected in two weeks, based on recent historical run rates.

3) Payables – Wood:

The cost of wood is estimated based on recent historical run rates and current production levels.

4) Freight:

Freight costs are recovered from customers, however, the Additional Applicants pay freight costs approximately a week after the sales are made and recover these amounts from customers in two weeks, at the same time as payment for product sold as described in note 2 above.

5) Other Payables:

Other payables represent suppliers not included in other specific line items. Payables primarily include payments to suppliers for resin, wax, repairs & maintenance, packaging, and contract labour.

6) Payroll:

Payroll represents bonus and payroll costs including deductions for all executives and employees and is forecast based on historical run rates. Both salaried and hourly employees are paid bi-weekly through direct deposits. The Additional Applicants have outsourced their payroll services to ADP. ADP is usually funded a few days prior to the payroll date. Included in the payroll line item are costs for benefits and pension.

7) Utilities & Fuel:

Utilities represent costs for electricity. These costs are estimated based on recent historical run rates and production levels.

Fuel represents cost for natural gas, hog fuel, gas and diesel used in the production process. These costs are estimated based on recent historical run rates and production levels.

8) SG&A:

SG&A represents costs for property taxes, customer rebates, and insurance premiums.

9) Restructuring Costs:

Restructuring costs include costs related to the Additional Applicants' advisors and their counsel and the Monitor and its counsel. These costs are incremental to the restructuring costs included in the cash flow forecast of the Original Applicants.

10) Transfer from (to) Original Applicants:

Represents intercompany funding between the Original Applicants and the Additional Applicants. During the projection period, it is projected that the

Additional Applicants will require approximately \$1.7 million of funding from the Original Applicants. This amount is primarily related to working capital requirements.

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

Court File No. CV-09-824700CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

SIXTH REPORT OF THE MONITOR,
ERNST & YOUNG INC.
(Dated JANUARY 15, 2010)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC # 24941J
Tel: (416) 869-5662
Kathy Mah LSUC# 51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young Inc.

EXHIBIT I

Court File No.: CV-09-824700CL

**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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP**

Applicants

**SEVENTH REPORT OF THE MONITOR
DATED JANUARY 27, 2010**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC#: 24941J
Tel: (416) 869-5662
Kathy Mah LSUC#51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young
Inc.

TO: THE ATTACHED SERVICE LIST

SERVICE LIST

TO: AKZO NOBEL WOOD COATINGS LTD.
155 Rose Glen Rd N.
Port Hope ON, L1A 3Z3

Peter Renmarker
Telephone: (905) 885-6388
Fax: (905) 885-7587
E-mail: peter.renmarker@akzonobel.com

AND TO: ALSTON & BIRD LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424

David A. Wender / Janine Brown
Telephone: (404) 881-7000
Fax: (404) 881-7777
E-mail: david.wender@alston.com / janine.brown@alston.com

Lawyers for Georgia-Pacific

AND TO: ANGELO, GORDON & CO.
245 Park Avenue, 26th Floor
New York, NY 10167

Maureen D'Alleva
E-mail: mdalleva@angelogordon.com

For NORTHWOODS CAPITAL IV, LIMITED, NORTHWOODS CAPITAL V, LIMITED, NORTHWOODS CAPITAL VI, LIMITED, NORTHWOODS CAPITAL VII, LIMITED, NORTHWOODS CAPITAL VIII, LTD. AND SILVER OAK CAPITAL, LLC

AND TO: BANK OF AMERICA

Bob Voreyer
Telephone: 646 855-7709
E-mail: bob.voreyer@bamf.com

AND TO: BANK OF MONTREAL

Damien Duprey

Telephone: 514 282-5909

E-mail: damien.duprey@bmo.com

Stanley Julien

Telephone: 416 867-6378

E-mail: stanley.julien@bmo.com

AND TO: BANK OF NEW YORK MELLON

600 E. Las Colinas Boulevard, Suite 1300
Irving, TX 75039 USA

Melinda Valentine

E-mail: melinda.valentine@bnymellon.com

Russ Tuman

E-mail: russ.tuman@bnymellon.com

AND TO: BENNETT JONES LLP

Suite 3400
One First Canadian Place
P.O. Box 130
Toronto, Ontario
M5X 1A4

Richard Swan

Telephone: 416 777-7479

Facsimile: 416 863-1716

E-mail: swanr@bennettjones.com

Kevin J. Zych

Telephone: 416 777-5738

Facsimile: 416 863-1716

E-mail: zychk@bennettjones.com

*Lawyers for Peter Grant Sr., 1308406 Ontario Inc.
and Grant Forest Products Corp.*

AND TO: BLACK DIAMOND

Scott Ziemke

Telephone: 847 615-9000

E-mail: sziemke@bdc.com

AND TO: CAISSE CENTRALE DESJARDINS

Pierre Pelletier

Telephone: 514 281-2269

E-mail: pierre.pelletier@ccd.desjardins.com

Peter Lattuca

Telephone: 514 281-7334

E-mail: peter.lattuca@ccd.desjardins.com

AND TO: CAISSE DE DEPOT ET PLACEMENT DU QUEBEC

Eric Lachance

Telephone: 514 847-5958

E-mail: elachance@lacaisse.com

AND TO: CALEYWRAY

1600 – 65 Queen Street West
Toronto, Ontario
M5H 2M5

Douglas J. Wray

Telephone: 416 366-3763

Facsimile: 416 366-3293

E-mail: wrayd@caleywrap.com

Jesse B. Kugler

Telephone: 416 775-4677

Facsimile: 416 366-3293

E-mail: kuglerj@caleywrap.com

Lawyers for the Communications, Energy and Paperworkers Union of Canada

AND TO: CARGILL

Teri Salberg

Telephone: 952 984-3416

E-mail: teri.salberg@carval.com

AND TO: CARVAL INVESTORS

Joel Hawkins

Telephone: 952 984-3507

E-mail: joel.hawkins@carval.com

Teck Wong

Telephone: 952 984-3292

E-mail: teck.wong@carval.com

AND TO: CVI GVF (LUX) MASTER S.A.R.L.

c/o Carval Investors, LLC

12700 Whitewater Drive, MS144

Minnetonka, MN 55343

Teri Salberg

E-mail: teri.salberg@carval.com

AND TO: DEPARTMENT OF JUSTICE

The Exchange Tower

130 King Street West

Suite 3400

Toronto, Ontario

M5X 1K6

Diane Winters/ Peter Zevenhuizen

Telephone: 416 973-3172

Facsimile: 416 973-0810

E-mail: diane.winters@justice.gc.ca

Peter.Zevenhuizen@justice.gc.ca

AND TO: ELMER'S FIGHTING SUPPLY INC.

RR#2 7635 HWY 21

Allenford, Ontario

N0H 1A0

Telephone: 519 934-2193

Facsimile: 519 934-2361

E-mail: customaugerhouse@yahoo.ca

AND TO: ERNST AND YOUNG INC.
P.O. Box 251
Ernst & Young Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1J7

Alex Morrison
Telephone: 416 941-7743
Facsimile: 416 864-1174
E-mail: alex.morrison@ca.ey.com

Simone Carvalho
Telephone: 416 943-2085
Facsimile: 416 864-1174
E-mail: simone.carvalho@ca.ey.com

Monitor

AND TO: FASKEN MARTINEAU DUMOULIN
66 Wellington Street West
Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario
M5K 1N6

Jonathan A. Levin
Telephone: 416 865-4401
Facsimile: 416 364-7813
E-mail: jlevin@tor.fasken.com

Edmond F.B. Lamek
Telephone: 416 865-4506
Facsimile: 416 364-7813
E-mail: elamek@tor.fasken.com

Stuart Brotman
Telephone: 416 865-5419
Facsimile: 416 364-7813
E-mail: SBrotman@fasken.com

Lawyers for the Independent Directors of Grant Forest Products Inc.

**AND TO: FINANCIAL SERVICES COMMISSION OF ONTARIO (FSCO)
PENSION DIVISION
5160 Yonge Street
P.O. Box 85, 4th floor
Toronto, Ontario
M2N 6L9**

Deana Stuckless
Telephone: 416 226-7890
E-mail: deana.stuckless@fSCO.gov.on.ca

**AND TO: FORTRESS INVESTMENT GROUP
1345 Avenue of Americas, 46th Floor
New York, NY 10020**

Bryce Fraser
E-mail: bfraser@fortress.com

*For DRAWBRIDGE SPECIAL OPPORTUNITIES FUND, LP AND
FORTRESS CREDIT OPPORTUNITIES I LP*

AND TO: FRASER MILNER CASGRAIN LLP
1 First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1B2

Ross W. Walker
LSUC No.: 15817R
Telephone: 416 863-4742
Facsimile: 416 863-4592
E-mail: ross.walker@fmc-law.com

Daniel R. Dowdall
LSUC No.: 16737D
Telephone: 416 863-4700
Facsimile: 416 863-4592
E-mail: dan.dowdall@fmc-law.com

Alex MacFarlane
LSUC No. 28133Q
Telephone: 416 863-4582
Facsimile: 416 863-4592
E-mail: alex.macfarlane@fmc-law.com

Jane O. Dietrich
LSUC No.
Telephone: 416 863-4467
Facsimile: 416 863-4592
E-mail: jane.dietrich@fmc-law.com

Lawyers for the Applicants Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc., and Grant U.S. Holdings GP

AND TO: GE CAPITAL CANADA LEASING SERVICES INC.
5420 North Service Road
Burlington, ON L7L 6C7

Customer Care
Telephone: 905 319-5100
Facsimile: 1-866-514-0779
E-mail: burcustomerservice@ge.com

AND TO: GENERAL ELECTRIC

Michael Coseglia

Telephone: 203 956-4059

E-mail: michael.coseglia@gecapital.com

Bond Harberts

Telephone: 312 441-6140

E-mail: bond.harberts@ge.com

**AND TO: GENERAL MOTORS ACCEPTANCE CORPORATION OF CANADA,
LIMITED AND GMAC LEASECO CORPORATION**

3250 Bloor Street West, 8th floor

Toronto, Ontario

M8X 2Y5

Customer Care

Telephone: 1-800-616-4622

Facsimile: 416 234-6614

E-mail: customercare@gmac.ca

AND TO: GOODMAN'S LLP

250 Yonge Street

Suite 2400, Box 24

Toronto, Ontario

M5B 2M6

Joe Pasquariello

Telephone: 416 597-4216

Facsimile: 416 979-1234

E-mail: jpasquariello@goodmans.ca

Lawyers for Bank of New York Mellon as agent for the Second Lien Lenders

AND TO: GRAND CENTRAL ASSET TRUST, CMF SERIES

c/o Camulos Capital Master Fund LP

3 Landmark Square, 4th Floor

Stamford, CT 06901

Michael Iuliano

E-mail: miuliano@camuloscapital.com

AND TO: GSC GROUP

Joshua Gale
Telephone: 917 322-6758
E-mail: jgale@gsc.com

I. Turkedjiev
Telephone: 917 322-6765
E-mail: iturkedjiev@gsc.com

AND TO: GSCP (NJ) LP
300 Campus Drive, Suite 110
Florham Park, NJ 07932

Dennis Phan
E-mail: dphan@gsc.com

*For GSC INVESTMENT FUNDING LLC, GSC PARTNERS CDO FUND IV
LIMITED AND GSC PARTNERS CDO FUND VII, LIMITED*

AND TO: HER MAJESTY THE QUEEN

The Ministry of Revenue
Revenue Collections Branch
Insolvency Unit
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

Vicki Schnurr
Telephone: 905 433-6969
Facsimile: 905 436-4524
E-mail: Vicki.Schnurr@ontario.ca

AND TO: IBM CANADA LTD. - PPSA ADMINISTRATORS

3600 Steeles Avenue East F4
Markham, Ontario
L3R 9Z7

IBM Canada, Procurement Department
Telephone: 905 316-5000
Facsimile: 905 316-4068

Louise Novak, IBM Legal Department
Telephone: 914 499-4841
Email: lnovak@us.ibm.com

AND TO: LANG MICHENER LLP

Brookfield Place
Suite 2500, 181 Bay Street
Toronto, Ontario M5J 2T7

Sheryl E. Seigel / Marnie Foster

Telephone: (416) 360-8600
Facsimile: (416) 365-1719
E-mail: sseigel@langmichener.ca / mfoster@langmichener.ca

Lawyers for Georgia-Pacific

AND TO: LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP

2600-130 Adelaide Street West
Toronto, Ontario
M5H 3P5

Peter J. Osborne

Telephone: 416 865-3094
Facsimile: 416 865-9010
E-mail: posborne@litigate.com

Lawyers for Peter Grant Jr.

AND TO McCARTHY'S LLP

Suite 4700, Toronto Dominion Bank Tower
Toronto, Ontario
M5K 1E6

Kevin McElcheran

Telephone: 416 601-7730
Facsimile: 416 868-0673
E-mail: kmcelcheran@mccarthy.ca

Barry J. Ryan

Telephone: 416 601-7799
Facsimile: 416 868-0673
E-mail: bryan@mccarthy.ca

James D. Gage

Telephone: 416 601-7539
Facsimile: 416 868-0673
E-mail: jgage@mccarthy.ca

Lawyers for The Toronto-Dominion Bank as agent for the First Lien Lenders

AND TO: MCDONNELL INVESTMENT MANAGEMENT, LLC
1515 West 22nd Street, 11th Floor
Oak Brook, IL 60523

Robert Hickey
Telephone: 630 684-8742
E-mail: hickeyr@mcdmgmt.com

Matthew Kelly
Telephone: 630 684-8757
E-mail: kellym@mcdmgmt.com

Kathy Zarn
E-mail: zarnk@mcdmgmt.com

*For GANNETT PEAK CLO I, LTD., McDONNELL LOAN OPPORTUNITY LTD.,
WIND RIVER CLO I LTD. AND WIND RIVER CLO II- TATE INVESTORS, LTD.*

AND TO: MILLER THOMSON LLP
Barristers & Solicitors
London Office
One London Place
255 Queens Avenue, Suite 2010
London, Ontario
N6A 5R8

Alissa K. Mitchell
Telephone: 519 931-3510
Facsimile: 519 858-8511
E-mail: amitchell@millერთhompson.com

A. Duncan Grace
Telephone: 519 931-3507
Facsimile: 519 858-8511
E-mail: dgrace@millერთhompson.com

Ryan T. Sills
Telephone: 519 931-3514
Facsimile: 519 858-8511
E-mail: rsills@millერთhompson.com

Lawyers for GE Canada Leasing Services Company

AND TO: MINISTRY OF FINANCE (ONTARIO)

Office of Legal Services
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

Kevin J. O'Hara

Telephone: 905 433-6934
Facsimile: 905 436-4510
E-mail: kevin.ohara@ontario.ca

AND TO: MINISTRY OF NATURAL RESOURCES

Legal Services Branch
99 Wellesley Street West, Room 3420
Toronto, Ontario
M7A 1W3

Stuart D. Davidson

Telephone: 416 314-2004
Facsimile: 416 314-2030
E-mail: stuart.davidson@ontario.ca

AND TO: MINISTRY OF NORTHERN DEVELOPMENT

Mines and Forestry
Forest Sector Competitiveness Secretariat
70 Foster Drive, Suite 400
Sault Ste. Marie, Ontario
P6A 6V5

Paul Mingay

Telephone: 705 945-6770
E-mail: paul.mingay@ontario.ca

AND TO: MINISTRY OF NORTHERN DEVELOPMENT MINES AND FORESTRY

Legal Services Branch
Room M2-17
MacDonald Block
900 Bay Street
Toronto, Ontario
M7A 1C3

Donald Bennett

Telephone: 416 327-0637
E-mail: donald.bennett@ontario.ca
andrew.macdonald@ontario.ca

AND TO: MINISTRY OF THE ENVIRONMENT

135 St. Clair Avenue
8th Floor
Toronto, Ontario
M4V 1P5

Kevin French, Assistant Deputy Minister – Operations Division
E-mail: kevin.french@ontario.ca

AND TO: MINISTRY OF TRANSPORTATION ONTARIO

Corridor Management Office
500 Rockley Road
New Liskeard, Ontario
P0J 1P0

Lisa Kramp
Telephone: 705 647-6761 ext. 143
Toll Free: 1-800-720-1120
Facsimile: 705 647-4571
E-mail: lisa.kramp@ontario.ca

AND TO: MORGAN STANLEY SENIOR FUNDING, INC.

1 Pierrepont Plaza, 7th Floor
Brooklyn, NY 11201

Vanessa Marling
E-mail: vanessa.marling@morganstanley.com

AND TO: NATIONAL BANK FINANCIAL

Jean Gosselin
Telephone: 514 394-8829
E-mail: jean.gosselin@bnc.ca

Kennedy William
Telephone: 514 394-8062
E-mail: williamd.kennedy@bnc.ca

AND TO: NATIONAL LEASING GROUP INC.

Lease# 2271912
1525 Buffalo Place
Winnipeg, Manitoba
R3T 1L9

Nick Logan (Owner)
Telephone: 1-800-665-1326
Facsimile: 1-866-408-0729
E-mail: nick.logan@nationalleasing.com

AND TO: NORTHLAND POWER INC.

505 Archers Drive
Kirkland Lake ON, P2N 3M7

Mike McLaughlin (Wood Waste Manager)
Telephone: (705) 567-9501 x226
Facsimile: (705) 567-5193
E-mail: Operations@NorthlandPower.com

AND TO: ONTARIO FORESTRY SAFE WORKPLACE ASSOCIATION

690 McKeon Ave.
North Bay, ON P1B 9P1

AND TO: ONTARIO MINISTRY OF LABOUR

Employment Standards Program
Central Region Insolvencies and Collections
1201 Wilson Ave., 2nd Floor -Bldg. E
Toronto, Ontario
M3M 1J8

Nancy Walters
Telephone: 416 235-6704
Facsimile: 1-888-252-4684
E-mail: nancy.walters@ontario.ca

AND TO: ONTARIO TEACHERS' PENSION PLAN BOARD

5650 Yonge Street
Toronto, ON M2M 4H5

Stephen McLennan (Portfolio Manager, Fixed Income)
E-mail: stephen_mclennan@otpp.com

AND TO: PACIFIC INVESTMENT MANAGEMENT CO.
840 Newport Center Dr.
Newport Beach, CA 92660

Sandy Benson
E-mail: benson@pimco.com

*For PIMCO FLOATING RATE INCOME FUND AND
PIMCO FLOATING RATE STRATEGY FUND*

AND TO: PENSIONFUND REALTY LIMITED
800-55 City Centre Drive
Mississauga, Ontario
L5B 1M3

John Borrell, Director of Leasing
Telephone: 905 281-3800 ext 4791
Facsimile: 905 281-4826
E-mail: jborelli@morguard.com

AND TO: PRUCO LIFE INSURANCE COMPANY

Jack Pfeilsticker
Telephone: 973 802-9200
E-mail: jack.pfeilsticker@prudential.com

AND TO: PRUDENTIAL INSURANCE COMPANY OF AMERICA

Matthew Howell
Telephone: 973 367-2131
E-mail: matthew.howell@prudential.com

Paul Procyk
Telephone: 973 367-3279
E-mail: paul.procyk@prudential.com

Jack Pfeilsticker
Telephone: 973 802-9200
E-mail: jack.pfeilsticker@prudential.com

AND TO: REDWOOD MASTER FUND LTD.
910 Sylvan Avenue
Englewood Cliffs, NJ 07632

Sean Sauler
E-mail: ssauler@redwoodcap.com

**AND TO: RIOPELLE GRIENER LAWYERS
PROFESSIONAL CORPORATION**
202-85 Pine Street South
Timmins, Ontario
P4N 2K1

Gordon G. Conley
Telephone: 705 264-9591
Facsimile: 705 264-1393
E-mail: gordon@rglaw.ca

Lawyers for K&C Mechanical

**AND TO: SANDELMAN FINANCE 2006 – 1 LTD. AND
SANDELMAN FINANCE 2006-2**
500 Park Avenue, 3rd Floor
New York, NY 10022

Frank Luciano
E-mail: fluciano@sandptrs.com

AND TO: SPCP GROUP, LLC
2 Greenwich Plaza, 1st Floor
Greenwich, CT 06830

Benjamin Tecmire
E-mail: ayu@silverpointcapital.com

AND TO: STIKEMAN ELLIOTT LLP
5300 Commerce Court West
99 Bay Street
Toronto, Ontario
M5L 1B9

Sean Dunphy
Telephone: 416 869-5662
Facsimile: 416 947-0866
E-mail: sdunphy@stikeman.com

Kathy L. Mah
Telephone: 416 869-5652
Facsimile: 416 947-0866
E-mail: kmah@stikeman.com

Lawyers for the Monitor

AND TO: STONECREST CAPITAL INC.
Stonecrest Capital Inc.
Suite 3130, Royal Trust Tower
77 King Street West
PO Box 33, TD Centre
Toronto, Ontario
M5K 1B7

Hap Stephen
Telephone: 416 364-0228
E-mail: hstephen@stonecrestcapital.com

Sandra Rosch
Telephone: 416 364-0730
E-mail: srosch@stonecrestcapital.com

Chief Restructuring Advisor

AND TO: TALON ASSET MANAGEMENT
One North Franklin, Suite 900
Chicago, IL 60606

Evan Dreyfuss
E-mail: edreyfuss@talonmanagement.com

*For GPC 69, LLC, HFR RVA OPAL MASTER TRUST, TALON ASSET
MANAGEMENT, TALON TOTAL RETURN PARTNERS LP AND
TALON TOTAL RETURN QP PARTNERS LP*

AND TO: THIRD AVENUE

Steven Chua
Telephone: 212 277-7043
E-mail: schua@thirdave.com

Michael Fineman
Telephone: 212 906-1142
E-mail: mfineman@thirdave.com

**AND TO: TORONTO DOMINION (TEXAS) LLC AND
TORONTO DOMINION (TEXAS) LLC, AS AGENT**
31 West 52nd Street
New York, NY 10019

Jason Algazi
E-mail: Jason.algazi@tdsecurities.com

AND TO: TORONTO-DOMINION BANK
77 King Street West, 18th Floor
Royal Trust Tower, TD Centre
Toronto, ON M5K 1A2

Ben Montgomery
Telephone: 604 654-3525
E-mail: ben.montgomery@tdsecurities.com

Bill O'Connor
Telephone: 416 982-5663
E-mail: bill.oconnor@tdsecurities.com

AND TO: TORONTO-DOMINION BANK
43 Elm Street
Sudbury, Ontario
P3E 4R7

Tina Clark (Branch Manager)
Telephone: 705 669-4000
Facsimile: 705 675-5497
E-mail: clarkt3@td.com

AND TO: TORONTO-DOMINION BANK
P.O. Box 420
240 Main Street East
North Bay, Ontario
P1B 1B1

Charles Elliott (Bank Manager)
Telephone: 705 472-4370
Facsimile: 705 472-6383
E-mail: charles.elliott@td.com

AND TO: TOYOTA CREDIT CANADA INC.
80 Micro Court, Suite 200
Markham, Ontario
L3R 9Z5

Customer Service Department
Telephone: 905 513-8200
Facsimile: (local): 905 513-9776
Facsimile: (toll free): 1-800-665-4948

AND TO: TRILON BANCORP INC.
c/o Brookfield Asset Management
181 Bay Street, Suite 300
Toronto, Canada M5J 2T3

Jon Haick
E-mail: jhaick@brookfield.com

AND TO: WEST FACE CAPITAL
2 Bloor Street East, Suite 810
Toronto, ON M4W 1A8

Peter Fraser (Partner)
Telephone: (647) 724-8903
Fax: (647) 724-8910
E-mail: peter@westfacecapital.com

AND TO: WORKPLACE SAFETY & INSURANCE BOARD
Legal Services Branch
200 Front Street West
P.O. Box 4115, Station "A"
Toronto, Ontario
M5W 2V3

Eric Kupka
Telephone: 416 344-3148
Facsimile: 416 344-3160
E-mail: eric_kupka@wsib.on.ca

Account #: 3937364
Firm #: 020038EA

AND TO: XEROX CANADA LTD.
33 Bloor Street East, 3rd floor
Toronto, Ontario
M4W 3H1

Jason Moyse, Legal Counsel
Telephone: 416 972-7145
Facsimile: 416 926-1203
E-mail: jason.moyse@xerox.com

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

Applicants

SEVENTH REPORT OF THE MONITOR
DATED JANUARY 27, 2010

INTRODUCTION

1. On June 25, 2009, Grant Forest Products Inc. ("**GFPI**"), Grant Alberta Inc. ("**GAI**"), Grant Forest Products Sales Inc. ("**GFPSI**") and Grant U.S. Holdings GP (the "**Grant Partnership**" or "**U.S. Holdings**") (collectively the "**Original Applicants**") obtained protection under the *Companies' Creditors Arrangement Act* ("**CCAA**") in order to restructure the business and affairs of the Original Applicants. Pursuant to the Order of this Honourable Court dated June 25, 2009 (the "**Initial Order**"), Ernst & Young Inc. ("**EYI**") was appointed as the Monitor of the Original Applicants (the "**Monitor**") in the CCAA proceeding. The Initial Order provided for a stay of proceedings through to July 24, 2009. The stay of proceedings has been subsequently extended, most recently to February 26, 2010 (the "**Stay Period**") pursuant to an Order of this Honourable Court dated November 30, 2009.
2. On January 15, 2010, The Toronto-Dominion Bank (the "**First Lien Lenders' Agent**"), the agent of the first lien lenders who were owed approximately \$399 million plus accrued interest as of May 31, 2009 (the "**First Lien Lenders**")

brought a motion to this Honourable Court to, among other things, include Southeast Properties LLC (“**Southeast**”), Grant Newco LLC (“**Newco**”), Grant US Sales Inc. (“**U.S. Sales**”), Grant Clarendon LP (“**Clarendon**”), Grant Allendale LP (“**Allendale**”), and Grant Excluded GP (“**Excluded**”) as additional applicants to these CCAA proceedings (collectively, the “**Additional Applicants**”, and together with the Original Applicants the “**Applicants**”).

3. On January 22, 2010, the Original Applicants brought a motion to this Honourable Court to approve an employee retention plan (the “**ERP**”) and authorize the Monitor to take steps to cause the distributions contemplated therein.

PURPOSE

4. The purpose of this Seventh Report of the Monitor (the “**Seventh Report**”) is to report to this Honourable Court with respect to the Applicants’ motion to:
 - i. approve an ERP for certain employees of GFPI and GFPSI and authorize the Monitor to take the steps contemplated in the plan;
 - ii. seal and treat as confidential Exhibit ‘B’ to the Affidavit of Mr. Peter Lynch dated January 22, 2010 (the “**January 22 Lynch Affidavit**”); and
 - iii. approve this Seventh Report and the conduct and activities of the Monitor as set forth herein.

TERMS OF REFERENCE

5. In preparing this Report, the Monitor has been provided with and in making the comments herein, relied upon unaudited financial information, the Applicants’ books and records, financial information prepared by the Applicants and discussions with management of the Applicants. The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of such information contained in this Seventh Report. Some of the information referred to in this Seventh Report consists of forecasts and

projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants (“CICA”) Handbook, has not been performed. Future oriented financial information referred to in this report was prepared based on management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

6. Unless otherwise stated all monetary amounts contained herein are expressed in U.S. Dollars.
7. Capitalized terms not defined in this Report are defined in the Initial Order or previous Reports of the Monitor.

BACKGROUND

8. GFPI and certain of its subsidiaries are privately owned corporations carrying on an oriented strand board (“OSB”) manufacturing business from facilities located in Canada and the United States. OSB is an engineered, mat-formed panel product made of strands, flakes or wafers sliced from logs and bonded with an exterior-type binder under heat and pressure. The most common uses are sheathing in walls, floors and roofs in the construction of buildings and residential housing.
9. The Applicants and Footner have interests in three mills in Canada located at Englehart and Timmins in Ontario and High Level in Alberta, and two mills in the United States located in the counties of Allendale and Clarendon in South Carolina.
10. The OSB mills located in Englehart (the “**Englehart Mill**”) and Timmins (the “**Timmins Mill**”) in Ontario are owned by GFPI, and as such, are subject to these CCAA proceedings.
11. GFPI also has a 50% interest in an OSB mill located at High Level in Alberta (the “**Footner Mill**”). This OSB mill is held by Footner Forest Products Ltd.

(**“Footner”**) as bare trustee and GFPI owns 50% of the shares of Footner. The Applicants and Footner have a total annual capacity to produce 3.7 billion square feet of OSB, which makes them the third largest OSB manufacturer in North America. The Footner mill itself is not directly subject to these CCAA Proceedings.

12. The OSB mills located in Allendale (the **“Allendale Mill”**) and Clarendon (the **“Clarendon Mill”**) in South Carolina are owned by Allendale and Clarendon respectively, each of which is owned by Southeast. Each of these entities are included as Additional Applicants, and subject to issuance of an order by this Honourable Court at the motion returnable February 1, 2010, would become subject to these CCAA Proceedings.
13. In addition to the above noted OSB mills, GFPI owns certain assets which are not required for the operations of the OSB business, including premises in Haileybury (the **“Haileybury Office”**), a golf course in Earlton (the **“Golf Course”**), a 65 foot custom built motor boat which is currently located in Florida (the **“Boat”**) and certain property located at New Liskeard in Ontario (the **“MTO Property”**) (collectively, the **“Non-Core Assets”**). With the exception of the MTO Property, a full description of the Non-Core Assets was provided in the Second Report of the Monitor dated July 21, 2009 (the **“Second Report”**).
14. On June 25, 2009, this Honourable Court issued the Initial Order which, among other things, approved the continuation of the engagement of Stonecrest Capital Inc. (**“Stonecrest”**) as Chief Restructuring Advisor (the **“CRA”**) of the Applicants with services to be provided by Hap Stephen and Sandra Rosch.

PURCHASE AGREEMENT WITH GEORGIA PACIFIC

18. As set out in the Sixth Report of the Monitor dated January 15, 2010 (the **“Sixth Report”**), the Original Applicants brought a motion to this Honourable Court to approve a transaction (the **“Transaction”**) as contemplated by a purchase agreement (the **“PSA”**) between the Applicants and GP International Acquisition III, Ltd. (the **“Canadian Purchaser”**), Georgia-Pacific LLC (the **“U.S.**

Purchaser”), and GP Palmetto Holding LLC (the “**Additional U.S. Purchaser**”) (collectively, “**Georgia Pacific**”) to sell a substantial portion of the Applicants’ assets and operations. An overview of the key terms of the PSA (with commercially sensitive terms redacted) is attached as Appendix ‘M’ to the Sixth Report.

19. In order to satisfy the Applicants’ pre-closing obligations under the PSA and to maintain the financial results of the operations prior to the closing date, for the benefit of its stakeholders, GFPI and GFPSI must maintain its workforce prior to the closing of the PSA.
20. As set out in the PSA, and summarised in the PSA overview included in Appendix M to the Sixth Report, the Applicants are required to maintain their operations in the ordinary course up to the closing of the Transaction and, among other things, to:
 - a. maintain certain representation and warranties made at the signing of the PSA, including maintaining the books and records, monitoring certain intercompany transactions and keeping current on the payment of certain expenses;
 - b. work with the Canadian Purchaser to obtain a forest resource facility licence and an optimized fibre supply agreement for the Englehart Mill;
 - c. produce a working capital estimate within five days of closing; and
 - d. prepare a statement no later than five business days prior to closing of the Transaction, of (i) an estimate of the outstanding trade accounts payable incurred subsequent to the date of the Initial Order; and (ii) the estimate of the outstanding wages, vacation pay and other amounts owed to employees to be hired by the Canadian Purchaser.
21. In order to ensure that the Applicants are able to meet their commitments to operate the Englehart Mill and the Allendale Mill in the ordinary course prior to closing and to ensure that the Applicants meet their other conditions contained in the PSA, as well as to ensure that the financial results are maximized prior to

closing, the Applicants must retain their employee base.

22. The Applicants also continue to undergo a process to sell the assets not included in the PSA, including the Timmins Mill, the Footner Mill, and the Non-Core Assets (the “**Excluded Assets**”). Certain of the employees of GFPI are assisting in this process. Furthermore, certain employees of GFPI will be required after the closing of the Transaction to assist with the remaining activities and sales processes being undertaken by the Applicants.
23. The PSA contemplates that Georgia Pacific will acquire the Allendale Mill and the Clarendon Mill through an acquisition of a partnership interest in the Grant Partnership, as more fully described in paragraph 60 of the Sixth Report. The effect of this transaction is that the employees of the U.S. subsidiaries of the Applicant will continue their employment with their existing employer post closing, subject to normal employment obligations in their jurisdiction.
24. The Transaction contemplates the Canadian Purchaser purchasing certain assets set out in the PSA from GFPI, GAI and GFPSI, including the Englehart Mill.
25. The Monitor understands that the Canadian Purchaser will initially operate the Englehart Mill in a manner similar to GFPI, and anticipates increasing production as market conditions allow. Also, the Canadian Purchaser will be assuming the collective bargaining agreement with the Englehart unionized employees as required by the PSA and applicable law.
26. Although the Canadian Purchaser may offer employment to salaried employees of GFPI and GFPSI (GAI does not have any employees), the PSA does not require the Canadian Purchaser to offer employment to all of the non-union staff. As a result, GFPI and GFPSI consider it necessary to take certain steps to induce salaried employees to continue to remain with GFPI and GFPSI and perform their duties, until the closing of the PSA or until they receive an offer of continued employment from the Canadian Purchaser.
27. The Canadian Purchaser has provided in the PSA that it will fund up to CDN\$1.0

million toward the ERP for up to 60 non-union salaried employees.

OVERVIEW OF THE EMPLOYEE RETENTION PLAN

28. The ERP contemplated by the Applicants is being provided to certain non-union employees of GFPI and GFPSI who may not be offered continued employment with the Canadian Purchaser following closing. As described above, the PSA requires, among other things, that the Applicants continue to operate the business in the ordinary course until closing, including maintaining the status quo in the current workforce. Therefore, the Applicants are proposing an ERP to ensure the services of certain key employees who may not be offered employment by the Canadian Purchaser, be retained with GFPI and GFPSI until closing.
29. A copy of the ERP along with the related schedules are attached to the January 22 Lynch Affidavit. As certain of the schedules related to the ERP contain sensitive information, the Applicants are requesting a sealing order with respect to Exhibit 'B' to the January 22 Lynch Affidavit.
30. The ERP does not include non-unionized employees of the Applicants who are offered employment by the Canadian Purchaser on or before the closing date, on terms similar to their current employment.
31. As set out in detail in the January 22 Lynch Affidavit, the ERP contains three parts:
 - i. *Part 1*: Payment of three months' base salary to all non-union employees not retained by the Canadian Purchaser on closing, to a maximum of 60 employees. The maximum payment under *Part 1* of the ERP is CDN\$1 million, to be paid by the Canadian Purchaser in addition to the purchase price as described in the Sixth Report;
 - ii. *Part 2*: Payment of either three or sixth months' base salary to certain employees of GFPI and GFPSI identified by management as integral to the continued operation of the business and the maximization of the financial performance of the business during the period up to the closing date; and

- iii. *Part 3*: Offer of continued employment to approximately eight employees who will continue to be employed by GFPI post-closing.

32. The three different parts of the ERP are described in greater detail below.

Part 1

33. As described above, all non-union employees of GFPI and GFPSI who remain an employee until the closing date and are not offered employment by Georgia Pacific on or before the closing date on employment terms similar to their current terms are eligible to receive a payment under *Part 1* of the ERP.
34. The employees who qualify under *Part 1* would be eligible for a maximum payment of three months' salary, within 30 days of the closing of the transaction. The Canadian Purchaser has agreed to fund *Part 1*, to a maximum of CDN\$1 million and no more than 60 employees. If the aggregate amount for *Part 1* is greater than CDN\$1 million, the amounts paid to each employee will be reduced pro-rata so the total payments made under *Part 1* are not greater than CDN\$1 million.

Part 2

35. The Applicants have identified 60 employees who are eligible to participate in *Part 2* of the ERP. These employees were identified by senior management of the Applicants, and reviewed with the CRA and the Monitor. Their roles and skills were viewed by management as integral to the continued operations of the OSB business and the maximization of stakeholder value in relation to the PSA. The maximum payment under *Part 2* is approximately CDN\$1.26 million. If the aggregate amount for *Part 2* is greater than CDN\$1.26 million, the amounts paid to each employee will be reduced pro-rata so the total payments made under *Part 2* are not greater than CDN\$1.26 million.
36. The payment made under *Part 2* of the ERP is to be funded by the Applicants. These employees will be eligible to receive an additional three to six months' base salary, based on their 2009 base salary, on closing provided the employee

remains employed by GFPI or GFPSI and is not offered continued employment by the Canadian Purchaser on similar terms to their current employment terms.

37. Management's criteria to select these employees was based on, among other things, the role of each employee, the ability of other employees to complete the same functions as that employee and the likelihood of finding a suitable replacement within the time required to avoid an interruption to the business.
38. Payment under *Part 2* is based on the Applicants' meeting certain operating income targets as further described in the Lynch Affidavit. These operating income targets are based on the Allendale Mill and the Englehart Mill meeting certain sales and production cost targets from January 2010 to the closing of the PSA.

Part 3

39. The employees who are eligible for payments under *Part 3* are determined by the Applicants in consultation with the Monitor and the CRA as necessary to perform certain services after the closing of the PSA.
40. These employees are eligible for payment under *Part 3* provided the employee remains employed by GFPI or GFPSI and is not offered continued employment by the Canadian Purchaser on similar terms to their current employment terms. These employees are required to enter into an employment contract with GFPI, prior to closing, for a term of two to six months. These employees are included in the *Part 2* payments, and based on the terms of the ERP, will be eligible to receive one-half of their *Part 2* payment within 30 days of closing of the PSA, with the remaining one-half payment received at the end of their employment term with GFPI.

DISTRIBUTION OF THE ERP PAYMENTS

41. The ERP sets out that on the closing of the PSA, the amount payable under *Part 1* will be paid by the Canadian Purchaser to the Monitor on the closing of the PSA. In addition, the amount payable under *Part 2* will be retained by the Monitor from the purchase price payable by the Canadian Purchaser under the PSA. These

amounts will be held in trust for the beneficiaries in *Part 1*, and *Part 2* and *Part 3* respectively.

42. The Monitor will cause distributions to be made to employees in *Part 1*, and *Part 2* and *Part 3* as provided for in the ERP.

CERTAIN ADDITIONAL PROVISIONS INCLUDED IN THE EMPLOYMENT RETENTION PLAN

43. A summary of certain additional provisions of the ERP are summarized below:

- a. If an employee's employment is terminated for cause prior to the closing date, the employee is not eligible for payment under the ERP;
- b. In the event that a *Part 3* employee is terminated by GFPI for cause after the closing date but prior to the last day of the employment contract, the employee would not be eligible to receive the second half of the *Part 2* payment;
- c. Retention payments shall not occur if the closing of the Transaction does not occur;
- d. Retention payments shall be deemed earnings and be subject to all income tax and statutory deductions required by law;
- e. The terms of the ERP are to be kept confidential by each employee and may only be disclosed to certain individuals as identified in the ERP; and
- f. Non-unionized employees who are offered employment on similar terms by Georgia Pacific will not be eligible to receive any ERP payment.

CONCLUSIONS

44. In order to continue to manage its operations in the ordinary course, maximize the financial results from the operations, and maintain the representations and warranties contemplated in the PSA prior to the closing of the PSA, the Applicants need to ensure that they retain the appropriate skilled staff in order to oversee the process until closing of the PSA. Further, the Applicants require

certain salaried staff after the closing of the PSA to preserve the value of the Applicants and the Excluded Assets for the benefit of its stakeholders.

45. The Monitor has reviewed the ERP with the Applicants and is of the view that the ERP is appropriate and necessary to complete the Transaction and to preserve the value of the Applicants for its stakeholders.
46. Only salaried employees not offered employment by Georgia Pacific on similar terms will receive ERP payments.
47. The *Part 2* ERP payments are adjusted downward if the Englehart Mill and the Allendale Mill fail to meet certain financial benchmarks, thereby providing an incentive to maximize financial results of the Applicants prior to closing of the PSA.
48. The ERP will assist the Applicants to retain salaried staff as necessary after the closing of the PSA to maintain the assets of the Applicants for the benefit of the stakeholders.
49. The ERP will further provide the Applicants with the ability to retain its workforce in the event the PSA does not close.

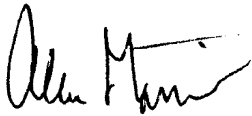
RECOMMENDATIONS

50. Accordingly, the Monitor recommends that this Honourable Court:
 - i. approve the ERP and authorize the Monitor to take the steps contemplated in the plan;
 - ii. seal and treat as confidential, Exhibit 'B' to the January 22 Lynch Affidavit; and
 - iii. approve this Seventh Report and the conduct and activities of the Monitor as set forth herein.

All of which is respectfully submitted this 27th day of January, 2010.

ERNST & YOUNG INC.
in its capacity as the Monitor of
Grant Forest Products Inc.,
Grant Alberta Inc.,
Grant Forest Products Sales Inc., and
Grant U.S. Holdings G.P.

Per:

A handwritten signature in black ink, appearing to read "Alex Morrison", written over a horizontal line.

Alex Morrison
Senior Vice President

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

Court File No. CV-09-824700CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

**SEVENTH REPORT OF THE MONITOR,
ERNST & YOUNG INC.
(Dated JANUARY 27, 2010)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC # 24941J
Tel: (416) 869-5662
Kathy Mah LSUC# 51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young Inc.

EXHIBIT J

Court File No.: CV-09-824700CL

**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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP**

Applicants

**EIGHTH REPORT OF THE MONITOR
DATED FEBRUARY 8, 2010**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC#: 24941J
Tel: (416) 869-5662
Kathy Mah LSUC#51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young
Inc.

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

Applicants

EIGHTH REPORT OF THE MONITOR
DATED FEBRUARY 8, 2010

INTRODUCTION

1. On June 25, 2009, Grant Forest Products Inc. ("GFPI"), Grant Alberta Inc. ("GAI"), Grant Forest Products Sales Inc. ("GFPSI") and Grant U.S. Holdings GP (the "Grant Partnership" or "U.S. Holdings") (collectively the "Original Applicants") filed for and obtained protection under the *Companies' Creditors Arrangement Act* ("CCAA") in order to restructure the business and affairs of the Original Applicants. Pursuant to the Order of this Honourable Court dated June 25, 2009 (the "Initial Order"), Ernst & Young Inc. ("EYI") was appointed as the Monitor of the Original Applicants (the "Monitor") in the CCAA proceeding. The Initial Order provided for a stay of proceedings through to July 24, 2009. The stay of proceedings has been subsequently extended, most recently to February 26, 2010 (the "Stay Period") pursuant to an Order of this Honourable Court dated November 30, 2009.
2. The Initial Order provided for the immediate commencement of a marketing process (the "Marketing Process") in accordance with the protocol attached as Appendix "A" to the Initial Order (the "Investment Offering Protocol") to provide interested parties with the opportunity to offer to purchase the business

and operations of the Original Applicants as a going concern or offer to sponsor a plan of arrangement of the Original Applicants, or any of them. As part of this Marketing Process, the Original Applicants requested that the Monitor undertake the role of investment offering advisor ("**Investment Offering Advisor**"), and together with Stonecrest Capital Inc. as Chief Restructuring Advisor ("**CRA**"), assist the Original Applicants in a sale of their businesses, in whole or in part, in consultation with the Monitor, the First Lien Lenders' Agent and the Second Lien Lenders' Agent, as provided for in the Initial Order.

3. The Original Applicants brought a motion (the "**Sale Motion**") originally returnable February 1, 2010 seeking, *inter alia*, an approval and vesting order with respect to a transaction as contemplated by a purchase agreement (the "**PSA**") between the Original Applicants (and certain additional subsidiaries) and Georgia-Pacific LLC and related entities ("**GP**") (the "**Transaction**"). The Sale Motion has been adjourned to February 9, 2010.
4. On January 15, 2010, the Monitor served its Sixth Report (the "**Sixth Report**") which, among other things, provided an overview of the Marketing Process, summarized the analysis which was undertaken with respect to the various bids received and provided an overview of the PSA with GP. As discussed in the Sixth Report, a sealing order will be sought at the Sale Motion with respect to the Management Presentation, Overview of the Final Bids Received in Phase IIb, the PSA and the unredacted version of the Overview of the PSA.
5. Terms not otherwise defined herein have the meanings ascribed to them in the Sixth Report.

PURPOSE

6. The purpose of this report (the "**Eighth Report**") is to report to this Honourable Court with respect to:
 - a. The receipt on Friday, February 5, 2010, by the Monitor of a non-binding expression of interest received from a bidder who previously participated in

Phase I, Phase II and Phase IIb of the Marketing Process (the “February 5 Letter”).

EXPRESSION OF INTEREST RECEIVED

7. A summary of the bids of the three Short Listed Parties in Phase IIb of the Marketing Process was provided in Appendix K to the Sixth Report. Appendix K was filed on a confidential basis and is the subject of a sealing order request at the Sale Motion returnable February 9, 2010. The identity of the bidders in Appendix K, other than the bid from GP, was kept confidential and the other two bidders were referred to simply as “Bidder B” and “Bidder C”. The February 5 Letter is a non-binding indication of interest to improve Bidder B’s bid from that submitted during Phase IIb of the Marketing process. The total face value of the consideration being proposed remains as was summarized in Appendix K. However, the February 5 Letter is now proposing to exclude certain assets which were previously included in Bidder B’s Phase IIb bid.
8. The Monitor does not recommend that the Applicants pursue this expression of interest for four primary reasons.
9. First, the fairness and integrity of the Marketing Process is paramount to these proceedings and to alter the terms of the Marketing Process at this point would be grossly unfair to GP and all the other parties who participated in the Marketing Process. The terms of the Marketing Process, and the bidding process in particular, have been widely known by all bidders and interested parties since the outset of the Marketing Process in July 2009.
10. Second, as no bid protections are in place to protect GP’s interest as the potential purchaser, it has relied upon the protections of the court-approved Marketing Process and the oversight of the Monitor to ensure that the process is fair to all parties and that a bidder who fairly advances to Phase III cannot not be “out-bid” at the last moment once the terms of its offer are made public. There is significant risk that GP would drop out of the process if there was an attempt to pursue another bid at this stage in the Marketing Process.

11. Third, to consider any new bids at this stage would result in a set back in timing, as a new purchase agreement would need to be negotiated. The February 5 Letter is a non-binding expression of interest. As such, many issues would have to still be negotiated with Bidder B with respect to execution, financing and closing risks relating to Bidder B's expression of interest.
12. Fourth, the expression of interest put forth by Bidder B refers to an undisclosed mix of cash/notes and warrants compared to the GP all cash bid. The specific terms and details of the notes and warrants would have to be negotiated to fully assess the value of the consideration referred to in the February 5 Letter. As well, the full terms of any transaction would have to be negotiated and documented. This poses a greater risk to the creditors of the Applicants versus the all cash bid by GP which has been fully negotiated and documented in the PSA.
13. Based on the foregoing, as well as the need to preserve the integrity of the Court supervised Marketing Process, the Monitor recommends that the Sale Motion with respect to the GP Transaction proceed and confirms its recommendation that the GP Transaction be approved by the Court.
14. All of which is respectfully submitted this 8th day of February, 2010.

ERNST & YOUNG INC.
in its capacity as the Monitor of
Grant Forest Products Inc.,
Grant Alberta Inc.,
Grant Forest Products Sales Inc., and
Grant U.S. Holdings G.P.

Per:



Alex Morrison
Senior Vice President

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-09-824700CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GRANT
FOREST PRODUCTS INC., GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

EIGHTH REPORT OF THE MONITOR,
ERNST & YOUNG INC.
(Dated FEBRUARY 8, 2010)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC # 24941J
Tel: (416) 869-5662
Kathy Mah LSUC# 51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young
Inc.

EXHIBIT K

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

Applicants

NINTH REPORT OF THE MONITOR
DATED FEBRUARY 11, 2010

INTRODUCTION

1. On June 25, 2009, Grant Forest Products Inc. ("GFPI"), Grant Alberta Inc. ("GAI"), Grant Forest Products Sales Inc. ("GFPSI") and Grant U.S. Holdings GP (the "Grant Partnership" or "U.S. Holdings") (collectively the "Original Applicants") filed for and obtained protection under the *Companies' Creditors Arrangement Act* ("CCAA") in order to restructure the business and affairs of the Original Applicants. Pursuant to the Order of this Honourable Court dated June 25, 2009 (the "Initial Order"), Ernst & Young Inc. ("EYI") was appointed as the Monitor of the Original Applicants (the "Monitor") in the CCAA proceeding. The Initial Order provided for a stay of proceedings through to July 24, 2009. The stay of proceedings has been subsequently extended, most recently to February 26, 2010 (the "Stay Period") pursuant to an Order of this Honourable Court dated November 30, 2009.
2. The Initial Order provided for the immediate commencement of a marketing process (the "Marketing Process") in accordance with the protocol attached as Appendix "A" to the Initial Order (the "Investment Offering Protocol") to provide interested parties with the opportunity to offer to purchase the business

and operations of the Original Applicants as a going concern or offer to sponsor a plan of arrangement of the Original Applicants, or any of them. As part of this Marketing Process, the Original Applicants requested that the Monitor undertake the role of investment offering advisor ("**Investment Offering Advisor**"), and together with Stonecrest Capital Inc. as Chief Restructuring Advisor ("**CRA**"), assist the Original Applicants in a sale of their businesses, in whole or in part, in consultation with the Monitor, the First Lien Lenders' Agent and the Second Lien Lenders' Agent, as provided for in the Initial Order.

3. The Original Applicants brought a motion (the "**Sale Motion**") originally returnable February 1, 2010 seeking, *inter alia*, an approval and vesting order with respect to a transaction as contemplated by a purchase agreement (the "**PSA**") between the Original Applicants (and certain additional subsidiaries) and Georgia-Pacific LLC and related entities ("**GP**") (the "**Transaction**"). The Sale Motion was adjourned to February 9, 2010. On February 9, 2010 the Sale Motion was commenced but was not completed. The Sale Motion will resume on February 11, 2010.
4. On January 15, 2010, the Monitor served its Sixth Report (the "**Sixth Report**") which, among other things, provided an overview of the Marketing Process, summarized the analysis which was undertaken with respect to the various bids received and provided an overview of the PSA with GP.
5. On February 8, 2010, the Monitor served its Eighth Report (the "**Eighth Report**") which advised that a non-binding expression of interest had been received from "Bidder B" on February 5, 2010 and that the Monitor did not recommend the Applicants pursue the Bidder B expression of interest for the reasons set out in the Eighth Report.
6. Terms not otherwise defined herein have the meanings ascribed to them in the Sixth Report.

PURPOSE

7. The purpose of this report (the “**Ninth Report**”) is to report to this Honourable Court with respect to:
 - a. The receipt, during the evening of Wednesday, February 10, 2010, by the Monitor of a non-binding expression of interest received from an interested party, Wabi Iron and Steel Corp. (“**Wabi**”) who has not previously participated in the Marketing Process (the “**February 10 Letter**”). A copy of this letter is attached as Appendix “A” to this Eighth Report. A sealing order will be sought with respect to Appendix A due to the confidential nature of the February 10 Letter.

EXPRESSION OF INTEREST RECEIVED

8. The February 10 Letter is a non-binding indication of interest by Wabi to acquire the assets which are the subject of the GP Transaction as well as additional OSB and Non-Core assets of the Applicants.
9. The non-binding expression of interest states that a transaction would be conditional on, amongst other items:
 - a. the completion of necessary due diligence;
 - b. the execution and delivery of a purchase agreement in a form and on terms satisfactory to the purchaser; and
 - c. financing being confirmed for the completion of the transaction.
10. The Monitor notes that Wabi has not participated in the Marketing Process to date. As such, it has neither executed a non-disclosure agreement nor conducted the level of due diligence that those parties who participated in Phase 1 and Phase 2 of the Marketing Process performed. Further, Wabi’s proposal is subject to financing – an extremely important qualification for a proposed transaction of this order of magnitude. The principal of Wabi has been interviewed on local radio stations indicating that he is still seeking government and other support to raise the financing necessary to pursue such a transaction. The risk associated with

pursuing a proposal of this nature at this stage in the Marketing Process would be exceptionally large.

11. The Monitor discussed the February 10 letter with the President of Wabi this morning. Wabi is located in New Liskeard, Ontario, and has operated for many years in manufacturing castings and designs and manufacturing of equipment.
12. Although the Monitor believes that Wabi's interest in acquiring the Applicants is significant, the Monitor does not recommend that the Applicants pursue this expression of interest for four primary reasons.
13. First, as stated in the Eighth Report, the fairness and integrity of the Marketing Process is paramount to these proceedings and to alter the terms of the Marketing Process at this point would be grossly unfair to GP and all the other parties who participated in the Marketing Process. The terms of the Marketing Process, and the bidding process in particular, were fully available at the commencement of the Marketing Process in July 2009. Wabi did not participate in the Marketing Process, despite as noted above, a process which terms were fully available since the summer of last year.
14. Second, as stated in the Eighth Report, no bid protections are in place to protect GP's interest as the potential purchaser. GP has relied upon the protections of the court-approved Marketing Process and the oversight of the Monitor to ensure that the process is fair to all parties and that a bidder who fairly advances to Phase III cannot not be "out-bid" at the last moment once the terms of its offer are made public. There is significant risk that GP would drop out of the process if there was an attempt to pursue another bid at this stage in the Marketing Process.
15. Third, to consider any new bids at this stage would result in a considerable set back in timing. The February 10 Letter is a non-binding expression of interest with numerous conditions precedent, including: conducting due diligence, negotiation of a purchase agreement, financing being confirmed (with no information provided as to sources and availability). It is reasonable to expect that such conditions would require time to resolve and even then, there is no certainty a transaction would be completed.

16. Fourth, as the February 10 Letter is simply a non-binding expression of interest, with numerous conditions precedent, this poses a greater risk to the creditors of the Applicants versus the all cash bid by GP which has been fully negotiated and documented in the PSA, and presently before the Court for approval.
17. Based on the foregoing, as well as the need to preserve the integrity of the Court supervised Marketing Process, the Monitor recommends that the Sale Motion with respect to the GP Transaction proceed and confirms its recommendation that the GP Transaction be approved by the Court.
18. All of which is respectfully submitted this 11th day of February, 2010.

ERNST & YOUNG INC.
in its capacity as the Monitor of
Grant Forest Products Inc.,
Grant Alberta Inc.,
Grant Forest Products Sales Inc., and
Grant U.S. Holdings G.P.

Per:



Alex Morrison
Senior Vice President

APPENDIX "A"

**THE CONTENTS OF THIS APPENDIX
ARE THE SUBJECT MATTER OF A
SEALING ORDER REQUEST**

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-09-824700CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GRANT
FOREST PRODUCTS INC., GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES INC.
AND GRANT U.S. HOLDINGS GP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

NINTH REPORT OF THE MONITOR,
ERNST & YOUNG INC.
(Dated FEBRUARY 11, 2010)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Sean Dunphy LSUC # 24941J
Tel: (416) 869-5662
Kathy Mah LSUC# 51077W
Tel: (416) 869-5652
Fax: (416) 947-0866

Solicitors for the Monitor, Ernst & Young
Inc.

EXHIBIT L

CONSENT AGREEMENT

This Consent Agreement (the "Agreement"), effective as of January 8, 2010, confirms certain understandings and agreements of the undersigned parties listed on the signature pages hereto (collectively, the "Parties" and each a "Party") with respect to (i) that certain purchase agreement between Grant Forest Products Inc., Grant Forest Products Sales Inc., Grant Alberta Inc., Grant U.S. Holdings GP, Southeast Properties LLC, Grant Clarendon LP, Grant Allendale LP, Grant US Sales Inc., Grant Newco LLC, and Grant Excluded GP (collectively, the "Grant Entities") and Georgia-Pacific LLC, GP International Acquisition III, Ltd., and GP Palmetto Holding LLC (collectively, the "Purchasers") dated January 8, 2010 and all Schedules, Disclosure Schedules, and Exhibits attached thereto (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"); (ii) the Canadian Order; and (iii) the U.S. Order. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement and that certain Intercreditor Agreement, dated as of March 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Intercreditor Agreement").

Now, therefore, for \$1.00 and other good and valuable consideration, including, without limitation, the Purchasers' willingness to enter into the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree, affirm and/or consent, as the context may require, to as follows:

- 1) Implementation of Purchase Agreement Transactions. Subject to the terms and conditions hereof, the Parties hereto agree or affirm and consent as follows:
 - a) The Grant Entities and the Purchasers desire to effectuate the transactions contemplated by the Purchase Agreement (the "Transactions") and Toronto Dominion Bank (Texas) LLC and The Toronto-Dominion Bank (together, the "First Lien Lenders' Agents") approve of the Transactions as contemplated by the Initial Order made in the CCAA proceedings of certain of the Grant Entities.
 - b) In order to implement the Transactions set forth or reflected in the Purchase Agreement, the First Lien Lenders' Agent, on behalf of the First Lien Claimholders, hereby irrevocably agrees to:
 - i) Provide the written approval to the Grant Entities required by the Initial Order to support the Transactions;
 - ii) Not provide written approval or otherwise support any other transaction that is adverse or contrary to the Purchase Agreement;
 - iii) Initiate enforcement proceedings to exercise the First Lien Lenders' Agent's remedies with respect to the Grant Entities as is necessary or appropriate to facilitate the completion of the Transactions, including, without limitation, making application to the CCAA Court to have the Additional CCAA Applicants added as applicants in the CCAA Proceeding and seeking relief in relation to Grant U.S. Holdings GP consistent

with the implementation of the Transactions by making a motion for relief in the CCAA Court substantially in the form of the relief set out in the Notice of Motion and supporting affidavit attached hereto as Schedule A (the "Enforcement Proceedings");

- iv) Support and waive any right that either the First Lien Lenders' Agent or any First Lien Claimholders may have to oppose under any Law or contract (A) the motion seeking approval of the Canadian Order and (B) the entry of the Canadian Order; and
 - v) Support and waive any right that either the First Lien Lenders' Agent or any First Lien Claimholders may have to oppose under any Law or contract (A) the commencement of the U.S. Bankruptcy Proceedings, (B) the motion seeking approval of the U.S. Order, and (C) the entry of the U.S. Order.
- c) Unless this Agreement has been terminated in accordance with the terms hereof, each of the Parties agrees:
- i) that it will not take any other action that would interfere in any material respect with or be inconsistent with, or that would hinder or delay the consummation of, the Purchase Agreement or the Transactions; and
 - ii) to cooperate with the Grant Entities and Purchasers to execute and deliver such documents and consents as are required to consummate the Transactions.

2) First Lien Lenders' Agent.

- a) Each First Lien Lenders' Agent represents and warrants that such First Lien Lenders' Agent:
- i) is the applicable First Lien Lenders' Agent pursuant to the First Lien Loan Documents;
 - ii) has the right to bring the Enforcement Proceedings; and
 - iii) has received the requisite consents of the First Lien Claimholders to approve the Transactions as contemplated by the Initial Order in the CCAA Proceedings and to execute, deliver and perform this Agreement on behalf of the First Lien Claimholders.
- b) Until such time as the Canadian Order and U.S. Order have become Final Orders (as defined below), or this Agreement terminates pursuant to the terms hereof:
- i) the First Lien Lenders' Agents shall serve the Purchasers with the Enforcement Proceedings and will promptly and, in no event later than five (5) days, provide written notice to the Purchasers of any other proceedings the First Lien Lenders' Agent shall commence to enforce the provisions of the Intercreditor Agreement as they relate to the Transactions or are otherwise related to the Grant Entities or their collateral; and
 - ii) the First Lien Lenders' Agent shall promptly and, in no event later than five (5) days, inform the Purchasers in writing of the commencement of negotiations and of any agreement with the Second Lien Lenders' Agent or Second Lien Lenders concerning

the Transactions, the Purchase Agreement, the Intercreditor Agreement, the Canadian Order or the U.S. Order.

- 3) **Release of First Liens.** Provided that the Canadian Order and the U.S. Order are each granted, issued, entered, or otherwise approved in form and substance attached to the Purchase Agreement, including, without limitation, provisions authorizing the First Lien Lenders' Agents to execute and perform the obligations set out in the Release, Discharge and Termination Agreement attached hereto as Schedule B (the "**Release Agreement**"), the First Lien Lenders' Agent, effective upon Closing, on behalf of itself and each of the First Lien Claimholders, irrevocably agrees to execute and deliver the Release Agreement and such other releases, discharges and terminations as are provided for in the Release Agreement. The First Lien Lenders' Agent is not obligated to execute the Release Agreement unless the Canadian Order and the U.S. Order provide that the First Lien Lenders' Agent shall have no liability for performing in accordance with and pursuant to the Canadian Order and the U.S. Order, including, without limitation, the execution and performance of the Release Agreement and the actions incidental thereto.

4) **Termination.**

- a) This Agreement and the obligations hereunder shall be terminated upon the:

- i) termination of the Purchase Agreement; or
- ii) failure to obtain the Canadian Order and the U.S. Order, each in the form of a Final Order (as defined below), on or before June 30, 2010.

"**Final Order**" means an order as to which (i) the time to appeal has expired and no notice of appeal, application for leave to appeal or appeal has been filed within the time permitted or (ii) if a notice of appeal or appeal was timely filed, the appeal (including any further or related appeal, petition, proceeding or writ) has been fully and finally resolved on terms that have not modified or altered the order.

- b) The First Lien Lenders' Agent may terminate this Agreement and the obligations hereunder, by written notice to the Parties, if the Grant Entities do not initiate service pursuant to the Initial Order in the CCAA Proceeding of a motion for the Canadian Order on or before January 31, 2010, unless the Grant Entities' failure to initiate service of the motion for the Canadian Order is as a result of the First Lien Lenders' failure to initiate Enforcement Proceedings to exercise the First Lien Lenders' Agent's remedies as provided for in this Agreement.
- c) Upon the termination of this Agreement as authorized above, this Agreement shall be of no further force and effect and each Party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had if it had not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Grant Entities or otherwise, that it would have been entitled to take had it not entered into this Agreement.

5) **Confidentiality.**

- a) Each Party shall maintain the confidentiality of all confidential information provided by any other Party with the same degree of care as is used for its own confidential information. Notwithstanding anything herein to the contrary, any Party may disclose this Agreement as may be necessary in connection with (i) the Purchase Agreement or the Transactions and (ii) any action or proceeding to enforce the terms of this Agreement and/or support the consummation of the Purchase Agreement or the Transactions.

6) **Representations and Warranties of each Party.** Each Party hereby represents and warrants (severally and not jointly) to the others as follows:

- a) Such Party has the power and authority to enter into and perform all of such Party's obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable Laws.
- b) The execution, delivery and performance by it of this Agreement does not and shall not (i) violate any provision of law, rule or regulation applicable to it or its certificate of incorporation or by-laws (or other analogous organizational document) or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other analogous organizational documents).

7) **Miscellaneous.**

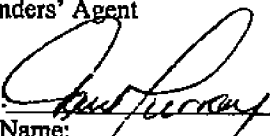
- a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. Except as otherwise expressly permitted herein, this Agreement may not be assigned by a Party without the prior written consent of each other Party. This Agreement and none of the provisions contained herein may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed on behalf of each Party.
- b) This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
- c) The agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint.
- d) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

- c) EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURING.**
- f) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each Party hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement may cause the other Parties to sustain damages for which such Parties would not have an adequate remedy at law for money damages, and it is accordingly agreed that each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.
- g) All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.
- h) If the Purchase Agreement or Transactions are not consummated, or this Agreement is terminated in accordance with the terms hereof, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights.
- i) Notwithstanding any other provision of this Agreement, nothing herein is intended to be or constitute, and nothing herein shall be deemed to be or constitute, a solicitation of any vote for any plan of reorganization.
- j) This Agreement may be executed in counterparts, which together shall constitute one instrument. Facsimiles or any electronic portable data format (i.e., pdf) of duly executed signature pages are acceptable and shall be deemed to be originals.

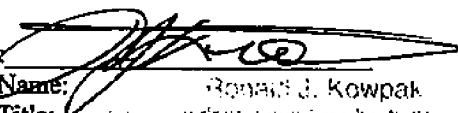
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Please acknowledge your agreement to the foregoing by executing this Agreement in the space set forth below, whereupon this Agreement will become a binding contract among the Parties hereto.

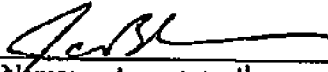
**TORONTO DOMINION (TEXAS) LLC, as First Lien
Lenders' Agent**

By: 
Name: _____
Title: **IAN MURRAY**
AUTHORIZED SIGNATORY

**THE TORONTO-DOMINION BANK, as First Lien
Lenders' Agent**

By: 
Name: _____
Title: **Ronald J. Kowpak**
Authorized Signatory

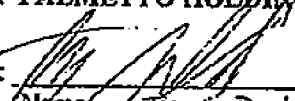
GEORGIA-PACIFIC LLC

By: 
Name: James B. Hannan
Title: President and Chief Executive Officer

GP INTERNATIONAL ACQUISITION III, LTD.

By: _____
Name:
Title

GP PALMETTO HOLDING LLC

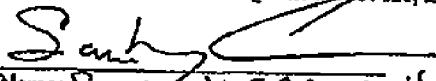
By: 
Name: Tve G. Dorland
Title: Vice President



GEORGIA-PACIFIC LLC

By: _____
Name:
Title:

GP INTERNATIONAL ACQUISITION III, LTD.

By: 
Name: SCOTT OVERBAUGH
Title: DIRECTOR

GP PALMETTO HOLDING LLC

By: _____
Name:
Title:



Acknowledged and Consented to by:

GRANT FOREST PRODUCTS INC.

By: 

Name:

Title:

By: _____

Name:

Title:

GRANT FOREST PRODUCTS SALES INC.

By: 

Name:

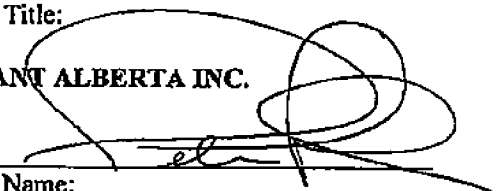
Title:

By: _____

Name:

Title:

GRANT ALBERTA INC.

By: 

Name:

Title:

By: _____

Name:

Title:

GRANT U.S. HOLDINGS GP by its general partners:

GRANT FOREST PRODUCTS INC.

By: 

Name:

Title:

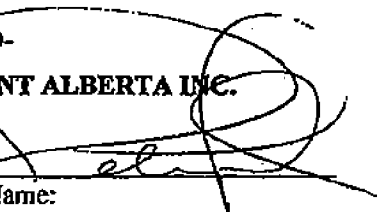
By: _____

Name:

Title:

[Grant Forest Signature Pages to Consent Agreement]

~~AND~~
GRANT ALBERTA INC.

By: 
Name:
Title:

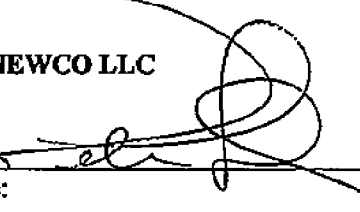
By: _____
Name:
Title:

SOUTHEAST PROPERTIES LLC

By: 
Name:
Title:

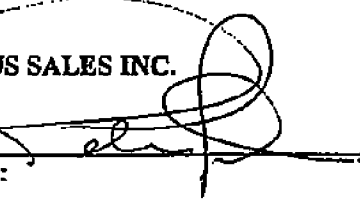
By: _____
Name:
Title:

GRANT NEWCO LLC

By: 
Name:
Title:

By: _____
Name:
Title:

GRANT US SALES INC.

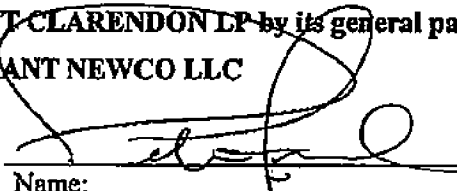
By: 
Name:
Title:

By: _____
Name:
Title:

[Grant Forest Signature Pages to Consent Agreement]

GRANT CLARENDON LP by its general partner:

GRANT NEWCO LLC

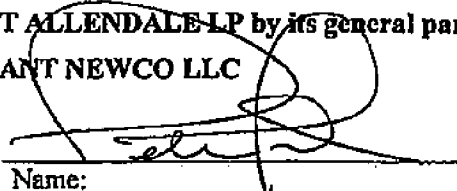
By: 
Name:
Title:

By: _____
Name:
Title:

[Notice Address]

GRANT ALLENDALE LP by its general partner:

GRANT NEWCO LLC

By: 
Name:
Title:

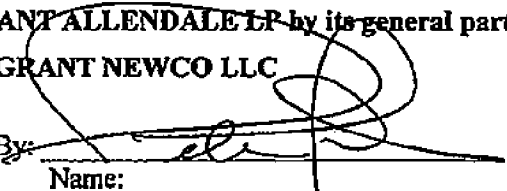
By: _____
Name:
Title:

[Notice Address]

GRANT EXCLUDED GP by its general partners:

GRANT ALLENDALE LP by its general partner:

GRANT NEWCO LLC

By: 
Name:
Title:

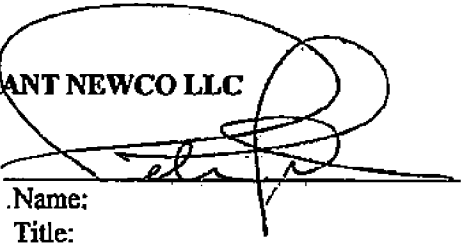
By: _____
Name:
Title:

-AND-

GRANT CLARENDON LP by its general partner:

[Grant Forest Signature Pages to Consent Agreement]

GRANT NEWCO LLC

By: 

Name:

Title:

By: _____

Name:

Title:

[Grant Forest Signature Pages to Consent Agreement]

EXHIBIT M

Court File No. CV-09-8247-00CL

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 GRANT FOREST PRODUCTS INC.,
GRANT ALBERTA INC., GRANT FOREST PRODUCTS SALES
INC. and GRANT U.S. HOLDINGS GP (the "Applicants")**

MOTION RECORD
(Motion Returnable February 1, 2010)

January 15, 2010

FRASER MILNER CASGRAIN LLP
100 King Street West
1 First Canadian Place
Toronto, Ontario
M5X 1B2

Daniel R. Dowdall
LSUC No. 16737D
Telephone: 416 863-4700
E-Mail: daniel.dowdall@fmc-law.com

Jane O. Dietrich
LSUC No. 49302U
Telephone: 416 863-4467
E-Mail: jane.dietrich@fmc-law.com

*Lawyers for the Applicants Grant Forest Products
Inc., Grant Alberta Inc., Grant Forest Products
Sales Inc., and Grant U.S. Holdings GP*

To: SERVICE LIST

SERVICE LIST

TO: 1286851 ONTARIO LTD.
953 Government Road West
P.O. Box 753
Kirkland Lake, Ontario
P2N 3K1

Terry Rosko, Director

AND TO: 498503 ONT. INC.
C/O W. Paiement & Sons Ltd.
General Delivery
Earlton, Ontario
P0J 1E0

Mr. Patrick Paiement
Telephone: 705 563-2253
Facsimile: 705 563-2588
E-mail: patpaiement22@ntl.sympatico.ca

AND TO: ABITIBI RIVER FOREST MANAGEMENT INC.
15 Balsam Street South
Timmins, Ontario
P4N 2C7

Luc Maisonneuve
Telephone: 705 264-2385
E-mail: luc.maisonneuve@rmlglaw.com

AND TO: ABITIBI-CONSOLIDATED COMPANY OF CANADA
Iroquois Falls Division
1 Park Street
Iroquois Falls, Ontario
P0K 1E0

Woodlands Manager
Telephone: 705 258-3931
Facsimile: 705 258-3187
E-mail: rob_tomchick@abitibiconsolidated.com

AND TO: ANGELO, GORDON & CO.
 245 Park Avenue, 26th Floor
 New York, NY 10167

Maureen D'Alleva
 E-mail: mdalleva@angelogordon.com

For NORTHWOODS CAPITAL IV, LIMITED, NORTHWOODS CAPITAL V, LIMITED, NORTHWOODS CAPITAL VI, LIMITED, NORTHWOODS CAPITAL VII, LIMITED, NORTHWOODS CAPITAL VIII, LTD. AND SILVER OAK CAPITAL, LLC

AND TO: ARMSTRONG, TOWNSHIP OF
 Tax Department
 35 Tenth Street,
 Earlton, Ontario
 P0J 1E0

Telephone: 705 563-2375
 Facsimile: 705 563-2375
 E-mail: reynaldrivard@nt.net

Assessment Roll Numbers: 54 36 000 002 22601 0000
 54 36 000 002 22701 0000

AND TO: BANK OF AMERICA

Bob Voreyer
 Telephone: 646 855-7709
 E-mail: bob.voreyer@baml.com

AND TO: BANK OF MONTREAL

Damien Duprey
 Telephone: 514 282-5909
 E-mail: damien.duprey@bmo.com

Stanley Julien
 Telephone: 416 867-6378
 E-mail: stanley.julien@bmo.com

AND TO: BANK OF NEW YORK MELLON
600 E. Las Colinas Boulevard, Suite 1300
Irving, TX 75039 USA

Melinda Valentine
E-mail: melinda.valentine@bnymellon.com

Russ Tuman
E-mail: russ.tuman@bnymellon.com

AND TO: BENNETT JONES LLP
Suite 3400
One First Canadian Place
P.O. Box 130
Toronto, Ontario
M5X 1A4

Richard Swan
Telephone: 416 777-7479
Facsimile: 416 863-1716
E-mail: swanr@bennettjones.com

Kevin J. Zych
Telephone: 416 777-5738
Facsimile: 416 863-1716
E-mail: zychk@bennettjones.com

*Lawyers for Peter Grant Sr., 1308406 Ontario Inc.
and Grant Forest Products Corp.*

AND TO: BLACK DIAMOND

Scott Ziemke
Telephone: 847 615-9000
E-mail: sziemke@bdc.com

AND TO: BLACK RIVER-MATHESON, TOWNSHIP OF
 Treasury Department
 429 Park Lane
 Matheson, Ontario
 P0K 1N0

Mrs. Heather Smith (Director of Administration/Clerk /Treasurer)
 Telephone: 705 273 2313
 Facsimile: 705 273 2140
 E-mail: treasurer@blackriver-matheson.com

AND TO: C. D'AMOURS CONTRACTING LTD.
 209 Government Road
 P.O. Box 430
 Moonbeam, Ontario
 P0L 1V0

Claude D'Amours
 Telephone: 705 367-2791
 Facsimile: 705 367-2424
 E-mail: cdamours@damourcontracting.com

AND TO: CAISSE CENTRALE DESJARDINS

Pierre Pelletier
 Telephone: 514 281-2269
 E-mail : pierre.pelletier@ccd.desjardins.com

Peter Lattuca
 Telephone: 514 281-7334
 E-mail: peter.lattuca@ccd.desjardins.com

AND TO: CAISSE DE DEPOT ET PLACEMENT DU QUEBEC

Eric Lachance
 Telephone: 514 847-5958
 E-mail: elachance@lacaisse.com

AND TO: CALEYWRAY
1600 – 65 Queen Street West
Toronto, Ontario
M5H 2M5

Douglas J. Wray
Telephone: 416 366-3763
Facsimile: 416 366-3293
E-mail: wrayd@caleywrap.com

Jesse B. Kugler
Telephone: 416 775-4677
Facsimile: 416 366-3293
E-mail: kuglerj@caleywrap.com

Lawyers for the Communications, Energy and Paperworkers Union of Canada

AND TO: CARGILL

Teri Salberg
Telephone: 952 984-3416
E-mail: teri.salberg@carval.com

AND TO: CARVAL INVESTORS

Joel Hawkins
Telephone: 952 984-3507
E-mail: joel.hawkins@carval.com

Teck Wong
Telephone: 952 984-3292
E-mail: teck.wong@carval.com

AND TO: CHARLTON AND DACK, MUNICIPALITY OF – CITY CLERK

Tax Department
 Corner of Spruce Grove and Suttons Road
 R.R. #2
 Englehart, Ontario
 P0J 1H0

Diana Stevenson

Telephone: 705 544-7525
 Facsimile: 705 544-2369
 E-mail: dack@ntl.sympatico.ca

Assessment Roll Numbers: 54 46 000 000 12000
 54 46 000 000 15000

AND TO: CHEMCRAFT INTERNATIONAL INC.

155 Rose Glen Rd N.
 Port Hope ON, L1A 3Z3

Norman Guindon (President)

Telephone: (905) 885-6388
 Fax: (905) 885-7587
 E-mail: nguindon@chemcraft.com

AND TO: CHEMINIS LUMBER INC.

P.O. Box 430
 Larder Lake, Ontario
 P0K 1L0

General Manager

Telephone: 705 643-2389
 Facsimile: 705 643-2329
 E-mail: chem@ntl.sympatico.ca

AND TO: CVI GVF (LUX) MASTER S.A.R.L.

c/o Carval Investors, LLC
 12700 Whitewater Drive, MS144
 Minnetonka, MN 55343

Teri Salberg

E-mail: teri.salberg@carval.com

AND TO: DEPARTMENT OF JUSTICE

The Exchange Tower
130 King Street West
Suite 3400
Toronto, Ontario
M5X 1K6

Diane Winters/ Peter Zevenhuizen

Telephone: 416 973-3172
Facsimile: 416 973-0810
E-mail: diane.winters@justice.gc.ca
Peter.Zevenhuizen@justice.gc.ca

AND TO: DOMTAR INC.

Forest Resources Division
P.O. Box 9
Elk Lake, Ontario
P0J 1G0

Benoit Beausoleil**Mike Oblenif**

Telephone: 705 678-2120
Facsimile: 705 268-2272
E-mail: benoit.beausoleil@domtar.com
michael.oblenif@domtar.com

AND TO: ELMER'S FIGHTING SUPPLY INC.

RR#2 7635 HWY 21
Allenford, Ontario
N0H 1A0

Telephone: 519 934-2193
Facsimile: 519 934-2361
E-mail: customaugerhouse@yahoo.ca

AND TO: ENGLEHART, TOWN OF – CITY CLERK

Tax Accounts
 Town Hall
 61 5th Avenue
 Box 399
 Englehart, Ontario
 P0J 1H0

Jana Van Oosten (on leave)

Telephone: 705 544-2244
 Facsimile: 705 544-8737
 E-mail: englehart.ntl@sympatico.ca
 stuartj@ntl.sympatico.ca

Assessment Roll Numbers: 54 52 000 001 00800 0000
 54 52 000 001 01300 0000

AND TO: ERNST AND YOUNG INC.

P.O. Box 251
 Ernst & Young Tower
 Toronto-Dominion Centre
 Toronto, Ontario
 M5K 1J7

Alex Morrison

Telephone: 416 941-7743
 Facsimile: 416 864-1174
 E-mail: alex.morrison@ca.ey.com

Simone Carvalho

Telephone: 416 943-2085
 Facsimile: 416 864-1174
 E-mail: simone.carvalho@ca.ey.com

Monitor

AND TO: EVANTUREL, TOWNSHIP OF

City Clerk
 PO Box 209, 245453 Highway 560
 Englehart, Ontario
 P0J 1H0

Telephone: 705 544-8200
 Facsimile: 705 544-8206
 E-mail: evanturelclerk@parolink.net

AND TO: FASKEN MARTINEAU DUMOULIN
 66 Wellington Street West
 Suite 4200, Toronto Dominion Bank Tower
 Box 20, Toronto-Dominion Centre
 Toronto, Ontario
 M5K 1N6

Jonathan A. Levin
 Telephone: 416 865-4401
 Facsimile: 416 364-7813
 E-mail: jlevin@tor.fasken.com

Edmond F.B. Lamek
 Telephone: 416 865-4506
 Facsimile: 416 364-7813
 E-mail: elamek@tor.fasken.com

Stuart Brotman
 Telephone: 416 865-5419
 Facsimile: 416 364-7813
 E-mail: SBrotman@fasken.com

Lawyers for the Independent Directors of Grant Forest Products Inc.

AND TO: FINANCIAL SERVICES COMMISSION OF ONTARIO (FSCO)
PENSION DIVISION
 5160 Yonge Street
 P.O. Box 85, 4th floor
 Toronto, Ontario
 M2N 6L9

Deana Stuckless
 Telephone: 416 226-7890
 E-mail: deana.stuckless@fSCO.gov.on.ca

AND TO: FORTRESS INVESTMENT GROUP
 1345 Avenue of Americas, 46th Floor
 New York, NY 10020

Bryce Fraser
 E-mail: bfraser@fortress.com

*For DRAWBRIDGE SPECIAL OPPORTUNITIES FUND, LP AND
 FORTRESS CREDIT OPPORTUNITIES I LP*

AND TO: FRASER MILNER CASGRAIN LLP
 1 First Canadian Place
 100 King Street West
 Toronto, Ontario
 M5X 1B2

Ross W. Walker
 LSUC No.: 15817R
 Telephone: 416 863-4742
 Facsimile: 416 863-4592
 E-mail: ross.walker@fmc-law.com

Daniel R. Dowdall
 LSUC No.: 16737D
 Telephone: 416 863-4700
 Facsimile: 416 863-4592
 E-mail: dan.dowdall@fmc-law.com

Alex MacFarlane
 LSUC No. 28133Q
 Telephone: 416 863-4582
 Facsimile: 416 863-4592
 E-mail: alex.macfarlane@fmc-law.com

Jane O. Dietrich
 LSUC No.
 Telephone: 416 863-4467
 Facsimile: 416 863-4592
 E-mail: jane.dietrich@fmc-law.com

Lawyers for the Applicants Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc., and Grant U.S. Holdings GP

AND TO: FROUDE, NORM
 P.O. Box 441
 Cochrane, Ontario
 P0L 1C0

AND TO: G.W. SUTHERLAND CONTRACTING CO. LTD.

R.R. #1
 Worthington, Ontario
 P0M 3H0

Gerry Sutherland**Sean Sutherland**

Telephone: 705 866-0300
 Facsimile: 705 866-0258
 E-mail: northerntrainers@on.aibn.com

AND TO: GE CAPITAL CANADA LEASING SERVICES INC.

5420 North Service Road
 Burlington, ON L7L 6C7

Customer Care

Telephone: 905 319-5100
 Facsimile: 1-866-514-0779
 E-mail: burcustomerservice@ge.com

AND TO: GENERAL ELECTRIC**Michael Coseglia**

Telephone: 203 956-4059
 E-mail: michael.coseglia@gecapital.com

Bond Harberts

Telephone: 312 441-6140
 E-mail: bond.harberts@ge.com

AND TO: GENERAL MOTORS ACCEPTANCE CORPORATION OF CANADA, LIMITED

3250 Bloor Street West, 8th floor
 Toronto, Ontario
 M8X 2Y5

Customer Care

Telephone: 1-800-616-4622
 Facsimile: 416 234-6614
 E-mail: customercare@gmac.ca

AND TO: GERVAIS FOREST PRODUCTS LTD.

P.O. Box 70
Faconbridge, Ontario
P0M 1S0

Marcel Gervais

Telephone: 705 693-5380
Facsimile: 705 693-5327
E-mail: gervaisforest@bellnet.ca

AND TO: GILBERT PAPINEAU

P.O. Box 229
Cochrane, Ontario
P0L 1C0

Telephone: 705 272-6234
E-mail: dpaps06@hotmail.com

AND TO: GMAC LEASECO CORPORATION

3250 Bloor Street West, 8th floor
Toronto, Ontario
M8X 2Y5

Customer Care

Telephone: 1-800-616-4622
E-mail: customercare@gmac.ca

AND TO: GOODMAN'S LLP

250 Yonge Street
Suite 2400, Box 24
Toronto, Ontario
M5B 2M6

Joe Pasquariello

Telephone: 416 597-4216
Facsimile: 416 979-1234
E-mail: jpasquariello@goodmans.ca

Lawyers for Bank of New York Mellon as agent for the Second Lien Lenders

AND TO: GOULARD LUMBER (1971) LTD.

P.O. Box 730
Sturgeon Falls, Ontario
P0H 2G0

Claude Goulard

Telephone: 705 753-2220
Facsimile: 705 753-4588
E-mail: goulardlbr@on.aibn.com

AND TO: GRAND CENTRAL ASSET TRUST, CMF SERIES

c/o Camulos Capital Master Fund LP
3 Landmark Square, 4th Floor
Stamford, CT 06901

Courtney Carson

E-mail: ccarson@camuloscapital.com

AND TO: GSC GROUP

Joshua Gale

Telephone: 917 322-6758
E-mail: jgale@gsc.com

I. Turkedjiev

Telephone: 917 322-6765
E-mail: iturkedjiev@gsc.com

AND TO: GSCP (NJ) LP

300 Campus Drive, Suite 110
Florham Park, NJ 07932

Dennis Phan

E-mail: dphan@gsc.com

*For GSC INVESTMENT FUNDING LLC, GSC PARTNERS CDO FUND IV
LIMITED AND GSC PARTNERS CDO FUND VII, LIMITED*

AND TO: H. & R. CHARTRAND LUMBER CO. LTD.
P.O. Box 11
Noelville, Ontario
P0M 2N0

Jules Chartrand

Telephone: 705 898-2962
Facsimile: 705 898-2183
E-mail: chartrand8@bellnet.ca

AND TO: HEC. CLOUTHIER & SONS
245 Golf Course Road
Pembroke, Ontario
K8A 7M1

Mr. Tom Clouthier

Telephone: 613 732-7487
Facsimile: 613 732-1517
E-mail: hecclou@nrtco.net

AND TO: HER MAJESTY THE QUEEN
The Ministry of Revenue
Revenue Collections Branch
Insolvency Unit
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

Vicki Schnurr

Telephone: 905 433-6969
Facsimile: 905 436-4524
E-mail: Vicki.Schnurr@ontario.ca

AND TO: IBM CANADA LTD. - PPSA ADMINISTRATORS
3600 Steeles Avenue East F4
Markham, Ontario
L3R 9Z7

IBM Canada, Procurement Department

Telephone: 905 316-5000
Facsimile: 905 316-4068

Louise Novak, IBM Legal Department

Telephone: 914 499-4841
Email: lnovak@us.ibm.com

AND TO: IROQUOIS FALLS, TOWN OF

Treasury Department
253 Main Street
Iroquois Falls, Ontario
P0K 1G0

Scott Marshall – Treasurer
Telephone: 705 232-4603
Facsimile: 705 232-4241
E-mail: scottie@nt.net

AND TO: LAHAIE LUMBER LIMITED

399 Highway 64
P.O. Box 38
Alban, Ontario
P0M 1A0

Mike Lahaie
Telephone: 705 857-2085
Facsimile: 705 857-0203
E-mail: lahaielumber@sympatico.ca

AND TO: LAJEUNESSE, JEAN-PAUL

South Highway
Cochrane, Ontario
P0L 1C0

Jean Paul Lajeunesse
Telephone: 705 272-4525
E-mail: jp@puc.net

AND TO: LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP

2600-130 Adelaide Street West
Toronto, Ontario
M5H 3P5

Peter J. Osborne
Telephone: 416 865-3094
Facsimile: 416 865-9010
E-mail: posborne@litigate.com

Lawyers for Peter Grant Jr.

AND TO: LISKEARD LUMBER LIMITED

P.O. Box 595
New Liskeard, Ontario
P0J 1P0

General Manager

Telephone: 705 647-5644
Facsimile: 705 647-6692
E-mail: lisklumb@ntl.sympatico.ca

AND TO: LITTLE JOHN ENTERPRISES LTD.

1515 Norman Street
Timmins Ontario
P4N 8R2

John A. Kapel

Telephone: 705 268-2888
Facsimile: 705 268-8746
E-mail: john@littlejohns.ca

AND TO: MATTAGAMI REGION CONSERVATION AUTHORITY

100 Lakeshore Road
Timmins, Ontario
P4N 8R5

Telephone: 705 360-2660
Facsimile: 705 360-2629
E-mail: mrca@timmins.ca

AND TO: MAURICE GUILBEAULT

P. O. Box 839
Smooth Rock Falls, Ontario
P0L 2B0

Telephone: 705-338-4445
Facsimile: 705-338-4348
E-mail: moandghislaine@live.com

AND TO McCARTHYS LLP
 Suite 4700, Toronto Dominion Bank Tower
 Toronto, Ontario
 M5K 1E6

Kevin McElcheran
 Telephone: 416 601-7730
 Facsimile: 416 868-0673
 E-mail: kmcelcheran@mccarthy.ca

Barry J. Ryan
 Telephone: 416 601-7799
 Facsimile: 416 868-0673
 E-mail: bryan@mccarthy.ca

James D. Gage
 Telephone: 416 601-7539
 Facsimile: 416 868-0673
 E-mail: jgage@mccarthy.ca

Lawyers for The Toronto-Dominion Bank as agent for the First Lien Lenders

AND TO: MCDONNELL INVESTMENT MANAGEMENT, LLC
 1515 West 22nd Street, 11th Floor
 Oak Brook, IL 60523

Robert Hickey
 Telephone: 630 684-8742
 E-mail: hickeyr@mcdmgt.com

Matthew Kelly
 Telephone: 630 684-8757
 E-mail: kellym@mcdmgt.com

Kathy Zarn
 E-mail: zarnk@mcdmgt.com

*For GANNETT PEAK CLO I, LTD., McDONNELL LOAN OPPORTUNITY LTD.,
 WIND RIVER CLO I LTD. AND WIND RIVER CLO II- TATE INVESTORS, LTD.*

AND TO: MILLER THOMSON LLP
 Barristers & Solicitors
 London Office
 One London Place
 255 Queens Avenue, Suite 2010
 London, Ontario
 N6A 5R8

Alissa K. Mitchell
 Telephone: 519 931-3510
 Facsimile: 519 858-8511
 E-mail: amitchell@millerthomson.com

A. Duncan Grace
 Telephone: 519 931-3507
 Facsimile: 519 858-8511
 E-mail: dgrace@millerthomson.com

Ryan T. Sills
 Telephone: 519 931-3514
 Facsimile: 519 858-8511
 E-mail: rsills@millerthomson.com

Lawyers for GE Canada Leasing Services Company

AND TO: MINISTRY OF FINANCE (ONTARIO)
 Office of Legal Services
 33 King Street West, 6th Floor
 Oshawa, Ontario
 L1H 8H5

Kevin J. O'Hara
 Telephone: 905 433-6934
 Facsimile: 905 436-4510
 E-mail: kevin.ohara@ontario.ca

AND TO: MINISTRY OF NATURAL RESOURCES

Legal Services Branch
99 Wellesley Street West, Room 3420
Toronto, Ontario
M7A 1W3

Stuart D. Davidson

Telephone: 416 314-2004
Facsimile: 416 314-2030
E-mail: stuart.davidson@ontario.ca

AND TO: MINISTRY OF NORTHERN DEVELOPMENT

Mines and Forestry
Forest Sector Competitiveness Secretariat
70 Foster Drive, Suite 400
Sault Ste. Marie, Ontario
P6A 6V5

Paul Mingay

Telephone: 705 945-6770
E-mail: paul.mingay@ontario.ca

AND TO: MINISTRY OF NORTHERN DEVELOPMENT MINES AND FORESTRY

Legal Services Branch
Room M2-17
MacDonald Block
900 Bay Street
Toronto, Ontario
M7A 1C3

Donald Bennett

Telephone: 416 327-0637
E-mail: donald.bennett@ontario.ca
andrew.macdonald@ontario.ca

AND TO: MINISTRY OF THE ENVIRONMENT

135 St. Clair Avenue
8th Floor
Toronto, Ontario
M4V 1P5

Kevin French, Assistant Deputy Minister – Operations Division

E-mail: kevin.french@ontario.ca

AND TO: MINISTRY OF TRANSPORTATION ONTARIO

Corridor Management Office
 500 Rockley Road
 New Liskeard, Ontario
 P0J 1P0

Lisa Kramp

Telephone: 705 647-6761 ext. 143
 Toll Free: 1-800-720-1120
 Facsimile: 705 647-4571
 E-mail: lisa.kramp@ontario.ca

AND TO: MISSISSAUGA, CITY OF

Mississauga Tax Office
 Mississauga Civic Centre
 300 City Centre Drive, 6th Floor
 Mississauga, Ontario
 L5B 3C1

Telephone: 905 896-5575
 E-mail: tax@mississauga.ca

Jeff Jackson

Director, Revenue and Materiel Management
 Telephone: 905 615-3200, Ext. 5477
 E-mail: jeff.jackson@mississauga.ca

AND TO: MONTFORT, MIKE

RR#1
 Iroquois Falls, Ontario
 P0K 1G0

Telephone: 705 232-8284/ 705 232-8743
 E-mail: montfort@ntl.sympatico.ca
 lorraine.montfort@ntl.sympatico.ca

AND TO: MOOSE CREE FIRST NATION

PO Box 190
 Moose Factory, Ontario
 P0L 1W0

Patricia Faries-Akiwenzie

Telephone: 705 658-4619
 Facsimile: 705 658-4734
 E-mail: info@moosecree.com

AND TO: MORGAN STANLEY SENIOR FUNDING, INC.
1 Pierrepont Plaza, 7th Floor
Brooklyn, NY 11201

Vanessa Marling
E-mail: vanessa.marling@morganstanley.com

AND TO: N'SWAKAMOK FORESTRY CORPORATION
172 Old Village Road North
Birch Island, Ontario
P0P 1A0

Michael C. Eshkawkogan, Director

AND TO: NATIONAL BANK FINANCIAL

Jean Gosselin
Telephone: 514 394-8829
E-mail: jean.gosselin@bnc.ca

Kennedy William
Telephone: 514 394-8062
E-mail: williamd.kennedy@bnc.ca

AND TO: NATIONAL LEASING GROUP INC.
Lease# 2271912
1525 Buffalo Place
Winnipeg, Manitoba
R3T 1L9

Nick Logan (Owner)
Telephone: 1-800-665-1326
Facsimile: 1-866-408-0729
E-mail: nick.logan@nationalleasing.com

AND TO: NIGHTHAWK TIMBER CO. LTD.
 1801 Riverside Drive
 Timmins, Ontario
 P4R 0A5

Dave Stringer

Telephone: 705 267-3754
 Facsimile: 705 267-3755
 E-mail: don@nhtimber.ca
 dave@nhtimber.ca

AND TO: NORTHLAND POWER INC.
 505 Archers Drive
 Kirkland Lake ON, P2N 3M7

Mike McLaughlin (Wood Waste Manager)

Telephone: (705) 567-9501 x226
 Facsimile: (705) 567-5193
 E-mail: Operations@NorthlandPower.com

AND TO: ONTARIO FORESTRY SAFE WORKPLACE ASSOCIATION
 690 McKeon Ave.
 North Bay, ON P1B 9P1

AND TO: ONTARIO MINISTRY OF LABOUR
 Employment Standards Program
 Central Region Insolvencies and Collections
 1201 Wilson Ave., 2nd Floor –Bldg. E
 Toronto, Ontario
 M3M 1J8

Nancy Walters

Telephone: 416 235-6704
 Facsimile: 1-888-252-4684
 E-mail: nancy.walters@ontario.ca

AND TO: ONTARIO TEACHERS' PENSION PLAN BOARD
 5650 Yonge Street
 Toronto, ON M2M 4H5

Stephen McLennan (Portfolio Manager, Fixed Income)

E-mail: lliott_mclennan@otpp.com

AND TO: PACIFIC INVESTMENT MANAGEMENT CO.
 840 Newport Center Dr.
 Newport Beach, CA 92660

Sandy Benson
 E-mail: benson@pimco.com

*For PIMCO FLOATING RATE INCOME FUND AND
 PIMCO FLOATING RATE STRATEGY FUND*

AND TO: PENSIONFUND REALTY LIMITED
 800-55 City Centre Drive
 Mississauga, Ontario
 L5B 1M3

John Borrell, Director of Leasing
 Telephone: 905 281-3800 ext 4791
 Facsimile: 905 281-4826
 E-mail: jborelli@morguard.com

AND TO: PRUCO LIFE INSURANCE COMPANY

Jack Pfeilsticker
 Telephone: 973 802-9200
 E-mail: jack.pfeilsticker@prudential.com

AND TO: PRUDENTIAL INSURANCE COMPANY OF AMERICA

Matthew Howell
 Telephone: 973 367-2131
 E-mail: matthew.howell@prudential.com

Paul Procyk
 Telephone: 973 367-3279
 E-mail: paul.procyk@prudential.com

Jack Pfeilsticker
 Telephone: 973 802-9200
 E-mail: jack.pfeilsticker@prudential.com

AND TO: R. FRYER FOREST PRODUCTS LTD.

R.R. #1 Highway 65
Monetville, Ontario
P0M 2K0

Mr. Rogers Fryer

Telephone: 705 898-2286
Facsimile: 705 898-2126
E-mail: mail@fryerforest.com

AND TO: REDWOOD MASTER FUND LTD.

910 Sylvan Avenue
Englewood Cliffs, NJ 07632

Sean Sauler

E-mail: ssauler@redwoodcap.com

**AND TO: RIOPELLE GRIENER LAWYERS
PROFESSIONAL CORPORATION**

202-85 Pine Street South
Timmins, Ontario
P4N 2K1

Gordon G. Conley

Telephone: 705 264-9591
Facsimile: 705 264-1393
E-mail: lliot@rglaw.ca

Lawyers for K&C Mechanical

**AND TO: ROYNAT LEASE FINANCE (PREVIOUSLY KNOWN AS IRWIN
COMMERCIAL FINANCE CANADA CORPORATION)**

Suite 300, 666 Burrard St.
Vancouver, British Columbia
V6C 2X8

Telephone: 604 646-2247
Facsimile: 604 687-7091
E-mail: client.service@roynat.com

**AND TO: SANDELMAN FINANCE 2006 – 1 LTD. AND
SANDELMAN FINANCE 2006-2**
500 Park Avenue, 3rd Floor
New York, NY 10022

Frank Luciano

E-mail: fluciano@sandptrs.com

AND TO: SPCP GROUP, LLC
2 Greenwich Plaza, 1st Floor
Greenwich, CT 06830

Benjamin Tecmire

E-mail: avu@silverpointcapital.com

AND TO: STIKEMAN ELLIOTT LLP
5300 Commerce Court West
99 Bay Street
Toronto, Ontario
M5L 1B9

Sean Dunphy

Telephone: 416 869-5662

Facsimile: 416 947-0866

E-mail: sdunphy@stikeman.com

Kathy L. Mah

Telephone: 416 869-5652

Facsimile: 416 947-0866

E-mail: kmah@stikeman.com

Lawyers for the Monitor

AND TO: STONECREST CAPITAL INC.

Stonecrest Capital Inc.
 Suite 3130, Royal Trust Tower
 77 King Street West
 PO Box 33, TD Centre
 Toronto, Ontario
 M5K 1B7

Hap Stephen

Telephone: 416 364-0228
 E-mail: hstephen@stonecrestcapital.com

Sandra Rosch

Telephone: 416 364-0730
 E-mail: srosch@stonecrestcapital.com

Chief Restructuring Advisor

AND TO: T. B. SKIDMORE FOREST PRODUCTS LIMITED

R.R. #2
 Cochrane, Ontario
 P0L 1C0

Allan Skidmore

Telephone: 705 272-4138
 Facsimile: 705 272-5860
 E-mail: tbskid@puc.net

AND TO: TALON ASSET MANAGEMENT

One North Franklin, Suite 900
 Chicago, IL 60606

Evan Dreyfuss

E-mail: edreyfuss@talonmanagement.com

*For GPC 69, LLC, HFR RVA OPAL MASTER TRUST, TALON ASSET
 MANAGEMENT, TALON TOTAL RETURN PARTNERS LP AND
 TALON TOTAL RETURN QP PARTNERS LP*

AND TO: TAYKWA TAGAMOU NATION

Water Plant Rd
 PO Box 3310, RR#2
 Cochrane, Ontario
 P0L 1C0

Dwight Sutherland (Chief)

Telephone: 705 272-5766
 Facsimile: 705 272-5785

AND TO: TEMBEC,

a general partnership formed under the Province of Ontario, herein represented by
 its managing partner TEMBEC INDUSTRIES INC., a corporation incorporated
 under the laws of Canada

P.O. Box 1100
 Highway 101 W
 Timmins, Ontario
 P4N 7H9

Allan Thorne

Telephone: 705 360-1280
 Facsimile: 705 337-9785
 E-mail: alan.thorne@tembec.com

AND TO: TEMBEC INC.

269 Main Street West
 Suite 309
 North Bay, Ontario
 P1B 2T8

Jim Lopez

Telephone: 819 627-4741
 Facsimile: 705 494-4828
 E-mail: jim.lopez@tembec.com

AND TO: THIRD AVENUE**Steven Chua**

Telephone: 212 277-7043
 E-mail: schua@thirdave.com

Michael Fineman

Telephone: 212 906-1142
 E-mail: mfineman@thirdave.com

AND TO: THUNDER BAY, CITY OF
 Provincial Land Tax Division
 500 Donald Street East
 Thunder Bay, Ontario
 P7C 0A5

Rob Colquhoun (Manager, Revenue Division)
 Telephone: 807 625-2255
 Facsimile: 807 623-1164
 E-mail: rcolquhoun@thunderbay.ca

AND TO: TIMISKAMING FOREST ALLIANCE INC.
 P.O. Box 550
 Englehart, Ontario
 P0J 1H0

Allan Foley, General Manager
 Telephone: 705 544-2828
 Facsimile: 705 544-2921
 E-mail: allan@timfor.com

AND TO: TIMMINS FOREST PRODUCTS LTD.
 10 Harold Avenue
 South Porcupine, Ontario
 PON 1H0

Albert Boudreau
 Telephone: 705 235-2040
 Facsimile: 705 235-2711
 E-mail: albert@timminsforest.com

AND TO: TIMMINS, CITY OF
 Finance Department
 City Hall
 220 Algonquin Blvd. East
 Timmins, Ontario
 P4N 1B3

Telephone: 705 360-2631
 Facsimile: 705 360-2699
 E-mail: finance@timmins.ca

Assessment Roll Numbers: 56 27 010 060 28101 0000
 56 27 010 060 28000 0000

**AND TO: TORONTO DOMINION (TEXAS) LLC AND
TORONTO DOMINION (TEXAS) LLC, AS AGENT**
31 West 52nd Street
New York, NY 10019

Jason Algazi
E-mail: Jason.algazi@tdsecurities.com

AND TO: TORONTO, CITY OF
Tax Accounts
Revenue Services Division
General Correspondence
5100 Yonge Street
Toronto, Ontario
M2N 5V7

General Correspondence
Telephone: 416 338-4829
Facsimile: 416 696-3605

AND TO: TORONTO-DOMINION BANK
77 King Street West, 18th Floor
Royal Trust Tower, TD Centre
Toronto, ON M5K 1A2

Ben Montgomery
Telephone: 604 654-3525
E-mail: ben.montgomery@tdsecurities.com

Bill O'Connor
Telephone: 416 982-5663
E-mail: bill.oconnor@tdsecurities.com

AND TO: TORONTO-DOMINION BANK
43 Elm Street
Sudbury, Ontario
P3E 4R7

Tina Clark (Branch Manager)
Telephone: 705 669-4000
Facsimile: 705 675-5497
E-mail: clarkt3@td.com

AND TO: TORONTO-DOMINION BANK

P.O. Box 420
240 Main Street East
North Bay, Ontario
P1B 1B1

Charles Elliott (Bank Manager)

Telephone: 705 472-4370
Facsimile: 705 472-6383
E-mail: charles.elliott@td.com

AND TO: TOYOTA CREDIT CANADA INC.

80 Micro Court, Suite 200
Markham, Ontario
L3R 9Z5

Customer Service Department

Telephone: 905 513-8200
Facsimile: (local): 905 513-9776
Facsimile: (toll free): 1-800-665-4948

AND TO: TRILON BANCORP INC.

c/o Brookfield Asset Management
181 Bay Street, Suite 300
Toronto, Canada M5J 2T3

Jon Haick

E-mail: jhaick@brookfield.com

AND TO: TRUE NORTH HARDWOOD PLYWOOD INC.

P.O. Box 1956
Cochrane, Ontario
P0L 1C0

Bill Howe

Telephone: 705 272-7656
Facsimile: 705 272-3570
E-mail: bill.howe@truenorth.com
howeb@truenorthhp.com

AND TO: WAHGOSHIG FIRST NATION

PO Box 629
Matheson, Ontario
P0K 1N0

David Babin (Chief)

Telephone: 705 273-2055
Facsimile: 705 273-2900
E-mail: wahgoshig@wahgoshigfirstnation.com

AND TO: WAHGOSHIG RESOURCES INC.

PO Box 629
Matheson, Ontario
P0K 1N0

Marcel Lacasse

Telephone: 705 273-2055
Facsimile: 705 273-2900
E-mail: wrimanager@ntl.sympatico.ca

AND TO: WEST FACE CAPITAL

2 Bloor Street East, Suite 810
Toronto, ON M4W 1A8

Peter Fraser (Partner)

Telephone: (647) 724-8903
Fax: (647) 724-8910
E-mail: peter@westfacecapital.com

AND TO: WEST NIPISSING, MUNICIPALITY OF

Treasury Department
101-225 Holditch Street
Sturgeon Falls, Ontario
P2B 1T1

Louise Rainville, Treasurer

Telephone: 705 753-2250 ext. 6901
Facsimile: 705 753-3950
E-mail: lrainville@municipality.westnipissing.on.ca

AND TO: WOOLLINGS, GREG

76 Third Street
Kirkland Lake, Ontario
P2N 1S5

Telephone: 705 567-6061
Facsimile: 705 567-6482
E-Mail: tinawool@ntl.sympatico.ca

AND TO: WORKPLACE SAFETY & INSURANCE BOARD

Legal Services Branch
200 Front Street West
P.O. Box 4115, Station "A"
Toronto, Ontario
M5W 2V3

Eric Kupka

Telephone: 416 344-3148
Facsimile: 416 344-3160
E-mail: eric_kupka@wsib.on.ca

Account #: 3937364
Firm #: 020038EA

AND TO: XEROX CANADA LTD.

33 Bloor Street East, 3rd floor
Toronto, Ontario
M4W 3H1

Jason Moyse, Legal Counsel

Telephone: 416 972-7145
Facsimile: 416 926-1203
E-mail: jason.moyse@xerox.com

AND TO: TOWNSHIP OF JAMES

P.O. Box 10
Elk Lake, Ontario
P0J1G0

AND TO: TOWNSHIP OF CHAMBERLAIN

R.R. #3 Englehart, Ontario
P0J1H0