



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 21ST DAY OF
JUSTICE CAMPBELL) SEPTEMBER, 2011

**IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 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**

Applicants

-and-

**THE TORONTO-DOMINION BANK, in its capacity as agent for secured lenders holding
first lien security and THE BANK OF NEW YORK MELLON, in its capacity as agent for
secured lenders holding second lien security**

Respondents

**APPROVAL AND VESTING ORDER
(BOAT HOUSE)**

THIS MOTION, made by Grant Forest Products Inc. ("**GFPI**"), Grant Alberta Inc., and Grant Forest Products Sales Inc. (the "**Remaining Applicants**"), for *inter alia* an order in the form attached as Schedule "A" to the notice of motion of the Remaining Applicants dated September 14, 2011 (the "**Notice of Motion**") *inter alia*: (i) abridging and validating the timing and method of service of this Motion Record so that the Motion is properly returnable; (ii) approving the sale transaction (the "**Boat House Transaction**") contemplated by an agreement of purchase and sale (the "**Boat House Sale Agreement**") between GFPI and Crown Capital

Corporation (the “**Boat House Purchaser**”) dated as of August 26, 2011 and appended to the Twenty-Second Report to Court dated September 16, 2011 (the “**Twenty-Second Report**”) of Ernst & Young Inc. in its capacity as court-appointed Monitor of the Remaining Applicants (the “**Monitor**”) and vesting in the Boat House Purchaser GFPI’s right, title and interest in and to the assets described in the Boat House Sale Agreement (the “**Boat House Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twenty-Second Report, and on hearing the submissions of counsel for the Remaining Applicants, the Monitor and, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Jane Olive Dietrich sworn September 16, 2011 filed, and the affidavit of Laura Bowles-Dove sworn September 15, 2011 filed:

1. THIS COURT ORDERS that the method and timing of service of the Notice of Motion and Motion Record be and is hereby abridged and validated so that this Motion is properly returnable today.
2. THIS COURT ORDERS AND DECLARES that the Boat House Transaction is hereby approved, and the execution of the Boat House Sale Agreement by GFPI is hereby authorized and approved, with such minor amendments as GFPI may deem necessary. GFPI is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Boat House Transaction and for the conveyance of the Boat House Assets to the Boat House Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to the Boat House Purchaser substantially in the form attached as Schedule “A” hereto (the “**Monitor’s Certificate**”), all of GFPI’s right, title and interest in and to the Boat House Assets including the real property listed on Schedule “B” hereto (the “**Boat House Real Property**”) shall vest absolutely in the Boat House Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges

created by the Order of the Honourable Justice Newbould dated June 25, 2009; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the instruments listed on Schedule “D” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Boat House Assets are hereby expunged and discharged as against the Boat House Assets.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office #54 for the Land Titles Division of Timiskaming of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Boat House Purchaser as the owner of the Boat House Real Property in fee simple, and is hereby directed to delete and expunge from title to the Boat House Real Property all of the Claims listed in Schedule “C” hereto.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Boat House Assets shall stand in the place and stead of the Boat House Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Boat House Assets with the same priority as they had with respect to the Boat House Assets immediately prior to the sale, as if the Boat House Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of GFPI and any bankruptcy order issued pursuant to any such applications; and

SCHEDULE "A"
FORM OF MONITOR'S CERTIFICATE

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 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**

Applicants

-and-

**THE TORONTO-DOMINION BANK, in its capacity as agent for secured lenders holding
first lien security and THE BANK OF NEW YORK MELLON, in its capacity as agent for
secured lenders holding second lien security**

Respondents

**MONITOR'S CERTIFICATE
(BOAT HOUSE)**

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated June 25, 2009, Ernst & Young Inc. was appointed as the monitor (the "Monitor") of Grant Forest Products Inc. ("**GFPI**").
- B. Pursuant to an Order of the Court dated September 21, 2011, the Court approved the agreement of purchase and sale made as of August 26, 2011 (the "**Boat House Sale Agreement**") between GFPI and Crown Capital Corporation (the "**Boat House Purchaser**") and provided for the vesting in the Boat House Purchaser of GFPI's right, title and interest in and to the Boat House Assets, which vesting is to be effective with respect to the Boat House Assets upon the delivery by the Monitor to the Boat House Purchaser of a certificate confirming (i) the payment by the Boat House Purchaser of the Purchase Price for the Boat House Assets; (ii) that

the conditions to Closing as set out in the Boat House Sale Agreement have been satisfied or waived by GFPI and the Purchaser; and (iii) the Boat House Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Boat House Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Boat House Assets payable on the closing date pursuant to the Boat House Sale Agreement (other than the deposit which was received by Royal LePage Best Choice Realty Ltd. as listing brokerage);
2. The conditions to closing as set out the Boat House Sale Agreement have been satisfied or waived by GFPI and the Purchaser; and
3. The Boat House Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Ernst & Young Inc., in its capacity as court-appointed Monitor of Grant Forest Products Inc., and not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE "B"

BOAT HOUSE REAL PROPERTY

1. PIN 61351-0224 LT

LTS 41, 42, 43, 74, 75, 76, 93, 94, 95, 126, 127, 128, 129, 130, 152, 153, 154, 155, 156, 157 & 158 PL M58NB BUCKE; PT OF LTS 90, 91, 92, 131, 132, 159, 160, 161 & 162 PL M58NB BUCKE; PT MCLELLAN ST. PL M58NB BUCKE; PT ALGONQUIN DRIVE PL M58N (sic) BUCKE & PT GORDON DRIVE PL M58NB BUCKE, ALL PT 1 54R5168; PT LTS 109, 110, 111, 112 & 113 BLK 1 PL M30NB BUCKE; LTS 105, 106, 107, 108, 114, 115, 117, 118 & 119 BLK 1 PL M30NB BUCKE; PT LAWLOR STREET PL M30NB BUCKE, PT FARR DRIVE PL M30NB, BUCKE, LTS 32, 33, 34, 35, 36, 37, 38, 39, 40, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 134, 135, 136, 164, 165, 166, 167, 168, 169, 170, 171, 172173 & 174 PL M58NB BUCKE ; PT LTS 77, 89, 90, 91, 132, 133, 160, 161, 162 & 163 PL M58NB BUCKE; PT MCLELLAN ST PL M58NB BUCKE, PT CONNIE ST PL M58NB BUCKE, PT GORDON DRIVE PL M58NB BUCKE PT ALGONQUIN DRIVE PL M58NB BUCKE, ALL PT 3 54R5168; PT FARR DRIVE PL M30NB BUCKE, PT LAWLOR STREET PL M30NB BUCKE PT OF LTS 109, 110, 111, 112 & 113 M30NB BUCKE; PT CONNIE STREET PL M58NB BUCKE, PT GORDON DRIVE PL M58NB BUCKE, ALL PT 5 54R5168; BOUNDARIES CONFIRMED BY PL BA181 REG'D 1970 03 31 AS PL D-47; BY-LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

2. PIN 61351-0226 LT

PT LT 13 CON 3 BUCKE PTS 6, 7, 10, 11 & 13 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

3. PIN 61351-0228 LT

PT LT 13 CON 3 BUCKE PTS 14, 16 17 & 18 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

4. PIN 61351-0102 LT

PCL 17517 SEC SST; LT 116 BLK 1 PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

5. PIN 61351 - 0210 LT

PCL 25544 SEC SST; LT 138-142 BLK J PL M30NB BUCKE; TIMISKAMING SHORES; DISTRICT OF TIMISKAMING

6. PIN 61351 - 0206 LT

PCL 25602 SEC SST; FIRSTLY: LT 1 PL M58NB BUCKE; SECONDLY: LT 2 PL M58NB BUCKE; LT 3 PL M58NB BUCKE; LT 4 PL M58NB BUCKE; LT 5 PL M58NB BUCKE; LT 6 PL M58NB BUCKE; LT 30 PL M58NB BUCKE; THIRDLY: LT 22 PL M58NB BUCKE; LT 25 PL M58NB BUCKE; LT 26 PL M58NB BUCKE; LT 29 PL M58NB BUCKE; FOURTHLY: LT 23 PL M58NB BUCKE; LT 24 PL M58NB BUCKE; LT 27 PL M58NB BUCKE; LT 28 PL M58NB BUCKE; FIFTHLY: LT 31 PL M58NB BUCKE; SIXTHLY: PT LT 112 PL M58NB BUCKE PT 12 54R4952; SEVENTHLY: PT LT 113 PL M58NB BUCKE PT 12 54R4952; EIGHTHLY: PT LAKE SHORE RD PL M58NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 1, 2 & 3 54R4952; NINTHLY: PT LAKE SHORE RD PL M30NB BUCKE NOW FARR DRIVE CLOSED BY LT326233 PT 4, 5 & 6 54R4952; TENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 8 & 10 54R4952; ELEVENTHLY: PT LAWLOR ST E PL M30NB BUCKE CLOSED BY LT326233 PT 9 54R4952; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

7. PIN 61351 - 0120 LT

PCL 21278 SEC SST; LT 9 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

8. PIN 61351 – 0121 LT

PCL 21277 SEC SST; LT 8 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

9. PIN 61351 – 0122 LT

PCL 21276 SEC SST; LT 7 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

10. PIN 61351 - 0123 LT

PCL 21276 SEC SST; LT 10-11 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

11. PIN 61351 - 0124 LT

PCL 21278 SEC SST; LT 12-18, 21 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

12. PIN 61351 - 0126 LT

PCL 21276 SEC SST; LT 19-20 PL M58NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

13. PIN 61351 —0202 LT

PCL 21675 SEC SST; PT FARR DR PL M58NB BUCKE THE E, S & W BOUNDARIES AS CONFIRMED BY PL D-47 PT 1 54R2515; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

14. PIN 61351 - 0103 LT

PCL 19030 SEC SST; LT 120 BLK H PL M30NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

15. PIN 61351 —0104 LT

PCL 19625 SEC SST; LT 121 BLK H PL M30NB BUCKE THE SOUTH BOUNDARY OF WHICH WAS CONFIRMED BY PLAN BA181 FILED AS D47 AS IN LT162304; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

16. PIN 61351 — 0225 LT

PT OF LTS 77, 89, 90, 91, 92, 131, 132, 133, 159, 161, 162 & 163 PL M58NB BUCKE, PT MCLELLAN ST PL M58NB BUCKE, PT ALGONQUIN STREET PL M58NB BUCKE, PT GORDON STREET PL M58NB BUCKE PT 2 54R5168; BOUNDARIES CONFIRMED BY PL BA 181 REG'D 1970 03 31 AS PL D-47; BY LAW 2006-013 REG'D AS DT5229 2006 10 31; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING;

17. PIN 61351 - 0232 LT

PT LT 13 CON 3 BUCKE; PT 15 54R5168; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

18. PIN 61351 - 0234 LT

PT LT 13 CON 3 BUCKE PTS 8, 9 & 12 54R5168; BOUNDARIES CONFIRMED BY PL BA 1814 REG'D 1970 03 31 AS PL D-47; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

19. PIN 61351 — 0238 LT

PT LT 13 CON 3 BUCKE PT 1 54R5226 TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

SCHEDULE "C"

INSTRUMENTS TO BE DELETED FROM TITLE

1. PIN 61351-0224 (LT)

	Instrument No.	Description of Instrument
1.	DT 7091	Charge in favour of The Toronto-Dominion Bank
2.	DT 7092	Charge in favour of The Toronto-Dominion Bank
3.	DT 18502	Charge in favour of The Toronto-Dominion Bank
4.	DT 18503	Charge in favour of The Toronto-Dominion Bank
5.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
6.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

2. PIN 61351-0226 (LT)

	Instrument No.	Description of Instrument
1.	DT 7091	Charge in favour of The Toronto-Dominion Bank
2.	DT 7092	Charge in favour of The Toronto-Dominion Bank
3.	DT 18502	Charge in favour of The Toronto-Dominion Bank
4.	DT 18503	Charge in favour of The Toronto-Dominion Bank
5.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
6.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

3. PIN 61351-0228 (LT)

	Instrument No.	Description of Instrument
1.	DT 7091	Charge in favour of The Toronto-Dominion Bank
2.	DT 7092	Charge in favour of The Toronto-Dominion Bank
3.	DT 18502	Charge in favour of The Toronto-Dominion Bank
4.	DT 18503	Charge in favour of The Toronto-Dominion Bank
5.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
6.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

4. PIN 61351-0102 (LT)

	Instrument No.	Description of Instrument
1.	DT 7091	Charge in favour of The Toronto-Dominion Bank
2.	DT 7092	Charge in favour of The Toronto-Dominion Bank
3.	DT 18502	Charge in favour of The Toronto-Dominion Bank
4.	DT 18503	Charge in favour of The Toronto-Dominion Bank
5.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
6.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

5. PIN 61351-0210 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank

2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

6. PIN 61351-0206 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

7. PIN 61351-0120 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank

3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

8. PIN 61351-0121 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

9. PIN 61351-0122 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank

4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

10. PIN 61351-0123 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

11. PIN 61351-0124 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank

5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

12. PIN 61351-0126 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank
6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

13. PIN 61351-0202 (LT)

	Instrument No.	Description of Instrument
1.	LT334509	Charge in favour of The Toronto-Dominion Bank
2.	DT 7091	Charge in favour of The Toronto-Dominion Bank
3.	DT 7092	Charge in favour of The Toronto-Dominion Bank
4.	DT 18502	Charge in favour of The Toronto-Dominion Bank
5.	DT 18503	Charge in favour of The Toronto-Dominion Bank

6.	DT 18861	Transfer of Charge in favour of The Bank of New York Mellon
7.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

14. PIN 61351-0103 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

15. PIN 61351-0104 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

16. PIN 61351-0225 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

17. PIN 61351-0232 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

18. PIN 61351-0234 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

19. PIN 61351-0238 (LT)

	Instrument No.	Description of Instrument
1.	DT 18502	Charge in favour of The Toronto-Dominion Bank
2.	DT 18503	Charge in favour of The Toronto-Dominion Bank
3.	DT 18862	Transfer of Charge in favour of The Bank of New York Mellon

SCHEDULE "D"

INSTRUMENTS NOT TO BE DELETED FROM TITLE

1. PIN 61351-0224 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 211918	APL (General)
3.	LT 301049	Notice of Lease in favour of Nortel Mobility Inc.
4.	DT 241	No Assg Lessee Int in favour of Northern Telephone Limited
5.	DT 242	No Assg Lessee Int in favour of Bell Nordinq Group Inc.
6.	54R5146	Plan Reference
7.	54R5168	Plan Reference
8.	DT 5229	Bylaw of The Corporation of the city of Temiskaming Shores
9.	DT5444	Bylaw Deem PLNP of The Corporation of the City of Temiskaming Shores
10.	DT 5453	Transfer in favour of Grant Forest Products Inc.
11.	DT 8284	LR's Order
12.	DT 8685	No Assg Lessee Int in favour of Allison Blvd. Holdings Ltd.
13.	54R5245	Plan Reference

2. PIN 61351-0226 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	54R4351	Plan Reference
3.	LT 301049	Notice of Lease in favour of Nortel Mobility Inc.
4.	DT 241	No Assg Lessee Int in favour of Northern Telephone Limited
5.	DT 242	No Assg Lessee Int in favour of Bell Nordiq Group Inc.
6.	54R5168	Plan Reference
7.	DT 5453	Transfer in favour of Grant Forest Products Inc.
8.	DT 8685	No Assg Lessee Int in favour of Allison Blvd. Holdings Ltd.

3. PIN 61351-0228 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	54R5168	Plan Reference
3.	DT 5230	Bylaw of The Corporation of the City of Temiskaming Shores
4.	DT 5453	Transfer in favour of Grant Forest Products Inc.

4. PIN 61351-0102 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act

2.	DT 214	Trans Personal Rep in favour of Grant Forest Products Inc.
3.	53R5168	Plan Reference
4.	DT5444	Bylaw Deem PLNP of The Corporation of the City of Temiskaming Shores

5. PIN 61351-0210 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT329985	Transfer in favour of Grant Forest Products Inc.

6. PIN 61351-0206 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT211919	Bylaw
3.	54R4952	Plan Reference
4.	LT326233	Bylaw
5.	54R4967	Plan Reference
6.	LT 329985	Transfer in favour of Grant Forest Products Inc.

7. PIN 61351-0120 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act

2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

8. PIN 61351-0121 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

9. PIN 61351-0122 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

10. PIN 61351-0123 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

11. PIN 61351-0124 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

12. PIN 61351-0126 (LT)

	Instrument No.	Description of Instrument
1.	D 47	Plan Boundries Act
2.	LT 218834	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

13. PIN 61351-0202 (LT)

	Instrument No.	Description of Instrument
1.	54R2515	Plan Reference
2.	LT 225888	Restriction- Land
3.	LT331607	Transfer in favour of Grant Forest Products Inc.

14. PIN 61351-0103 (LT)

	Instrument No.	Description of Instrument
1.	D47	Plan Boundries Act

2.	DT 12075	Trans Personal Rep in favour of Grant Forest Products Inc.
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15. PIN 61351-0104 (LT)

	Instrument No.	Description of Instrument
1.	DT 9958	Transfer in favour of Grant Forest Products Inc.

16. PIN 61351-0225 (LT)

	Instrument No.	Description of Instrument
1.	D47	Plan Boundries Act
2.	LT 211918	APL (General) in favour of The Corporation of the Town of Haileybury
3.	LT 250320	Notice
4.	54R4351	Plan Reference
5.	LT 301049	Notice of Lease in favour of Nortel Mobility Inc.
6.	54R4952	Plan Reference
7.	DT241	No Assg Lessee Int in favour of Northern Telephone Limited
8.	DT242	No Assg Lessee Int in favour of Bell Nordiq Group Inc.
9.	54R5146	Plan Reference
10.	DT4423	APL (General) in favour of The Corporation of the City of Temiskaming Shores
11.	54R5168	Plan Reference
12.	DT 5229	Bylaw of The Corporation of the City of Temiskaming Shores

13.	DT 5444	Bylaw Deem PLNP of the Corporation of the City of Temiskaming Shores
14.	DT 7785	Transfer in favour of The Corporation of the City of Temiskaming Shores
15.	DT 7786	Transfer in favour of Grant Forest Products Inc.
16.	DT 8685	No Assg Lessee Int in favour of Allison Blvd. Holdings Ltd.

17. PIN 61351-0232 (LT)

	Instrument No.	Description of Instrument
1.	54R5168	Plan Reference
2.	DT 7786	Transfer in favour of Grant Forest Products Inc.

18. PIN 61351-0234 (LT)

	Instrument No.	Description of Instrument
1.	D47	Plan Boundries Act
2.	54R5168	Plan Reference
3.	DT 7786	Transfer in favour of Grant Forest Products Inc.

19. PIN 61351-0238 (LT)

	Instrument No.	Description of Instrument
1.	54R5168	Plan Reference

2.	54R5226	Plan Reference
3.	54R5239	Plan Reference
4.	DT8940	Bylaw of The Corporation of the City of Temiskaming Shores
5.	DT 9044	Transfer in favour of Grant Forest Products Inc.

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 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 NEWCO LLC AND GRANT EXCLUDED GP (the “Applicants”)
-and-

THE TORONTO-DOMINION BANK, in its capacity as agent for secured lenders holding first lien security and THE BANK OF NEW YORK MELLON, in its capacity as agent for secured lenders holding second lien security (the “Respondents”)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT TORONTO
(Commercial List)**

**APPROVAL AND VESTING ORDER
BOAT HOUSE -- September 21, 2011**

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and Grant Alberta Inc.*