

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

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TAB 1

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**

**NOTICE OF MOTION
(Returnable February 1, 2010)**

Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (the "**Original Applicants**") will make a motion to a Judge presiding over the Commercial List on Monday, the 1st day of February, 2010 at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order in the form attached as Schedule "A" hereto, (the "**Draft Approval and Vesting Order**") *inter alia*:
 - (a) approving a transaction (the "**Transaction**") as contemplated by a purchase agreement (the "**Agreement**") dated January 8, 2010 between the Original Applicants and Southeast Properties LLC, Grant Clarendon LP, Grant Allendale LP, Grant US Sales Inc., Grant Newco LLC and Grant Excluded GP (collectively the "**Additional Applicants**", and together with the Original Applicants, the

“**Applicants**”) on the one hand 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**” and together with the Canadian Purchaser and the U.S. Purchaser the “**Purchasers**”) on the other hand substantially in the form of the agreement attached as a confidential Appendix to the Sixth Report of the Ernst & Young Inc. in its capacity as court appointed monitor of the Applicants (the “**Monitor**”), to be filed separately (the “**Sixth Report**”) and authorizing and directing certain actions as contemplated thereby and relief related thereto; and

- (b) certain Appendices annexed to the Sixth Report as referenced in the Sixth Report as being subject to a sealing order request, including the Agreement, (the “**Confidential Appendices**”) be treated as confidential and sealed from the public record.
2. An Order in the form attached as Schedule “B” hereto (the “**Draft Registration Order**”) *inter alia*,
- (a) ordering and declaring that no further registrations shall be made against title to the real property set out in Schedule “A” to the Draft Registration Order (the “**Real Property**”) without the prior written consent of the Monitor; and
 - (b) authorizing the Applicants to register such order on title to the Real Property; and
3. Such further and other relief as counsel may advise and to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Overview of Proceedings

1. On June 25, 2009, upon application of the Original Applicants, the Initial Order was granted and imposed a stay of proceedings in respect of the Original Applicants until July 24, 2009;

2. The Applicants are a leading manufacturer of oriented strand board (“OSB”). The Applicants have interests in three OSB mills and related assets in Canada and two mills in the United States (only one of the OSB mills in the US has been completed, although the second OSB mill is substantially complete, it is not in operation);
3. All of the Applicants except Grant Excluded GP are party to a credit agreement made as of October 26, 2005, as amended from time to time (the “**First Lien Credit Agreement**”), with The Toronto-Dominion Bank (“TD”) and Toronto Dominion (Texas) LLC, as agents (together the “**First Lien Lenders’ Agent**”) and certain Lenders (the “**First Lien Lenders**”) (as defined in the First Lien Credit Agreement) and are party to a credit agreement made as of March 21, 2007 as amended from time to time (the “**Second Lien Credit Agreement**”) originally with The Toronto-Dominion Bank and Toronto Dominion (Texas) LLC, as agents (together the “**Second Lien Lenders’ Agent**”) and certain lenders (the “**Second Lien Lenders**”) (as defined in the Second Lien Credit Agreement). The Second Lien Lenders’ Agent is now the Bank of New York Mellon;
4. In an exercise of rights under the First Lien Credit Agreement, The First Lien Lenders’ Agent has brought a motion (the “**TD Motion**”), returnable immediately prior to the within motion, to, among other things, add as applicants in these proceedings all direct and indirect subsidiaries of Grant U.S. Holdings GP, being the Additional Applicants;
5. Should the orders requested by the within motion and the TD Motion be granted by the Court, it is then intended that an application would be brought in the United States Bankruptcy Court for the District of Delaware under Chapter 15 of Title 11 of the United States Bankruptcy Code for recognition of the CCAA Proceedings with respect to the Applicants as a foreign main proceeding and for the U.S. Order (as defined in the Agreement) to, among other things, approve the Agreement and the steps and actions contemplated thereby;

Marketing Process and the Transaction

6. The Initial Order authorized and directed the Original Applicants to commence a Marketing Process in accordance with an Investment Offering Protocol (as those terms

are defined in the Initial Order). This process encompassed the business of the Original Applicants and the Additional Applicants;

7. As described in the Sixth Report and the Affidavit of Hap Stephen sworn January 15, 2010 (the “**Stephen Affidavit**”), the Original Applicants have proceeded to implement the Marketing Process;
8. For the reasons provided in the Sixth Report, the Transaction represents the best bid obtained through the extensive Marketing Process, has been approved by the independent directors of Grant Forest Products Inc., is supported by the First Lien Lenders and is recommended by the Monitor;
9. The Transaction contemplates the transfer of certain assets as set out in the Agreement (the “**Purchased Assets**”) from Grant Forest Products Inc., Grant Alberta Inc. and Grant Forest Products Sales Inc. to the Canadian Purchaser. The Draft Approval and Vesting Order contemplates that following closing of the Transaction any claims of any person against the Purchased Assets will attach to the net proceeds received from the sale of the Purchased Assets and such proceeds will stand in place of the Purchased Assets (with the exception of Permitted Encumbrances as defined in the Draft Approval and Vesting Order);
10. Additionally, the Transaction contemplates that the partnership interests of Grant Forest Products Inc. and Grant Alberta Inc. in Grant U.S. Holdings GP will be surrendered and cancelled. Grant U.S. Holdings GP will issue new partnership interests (the “**Purchasers’ Partnership Interests**”) to the U.S. Purchaser and the Additional Purchaser in exchange for the Partnership Interests Acquisition Price (as defined in the Agreement);
11. Through the U.S. Purchasers acquisition of the Purchasers’ Partnership Interests the U.S. Purchasers will acquire 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 “**US Applicants**”). Through this structure the Applicants will maximize the value of their assets;

12. To effectuate the Agreement and the Transaction contemplated the security previously granted by the applicable US Applicants in favour of the First Lien Lenders' Agent and Second Lien Lenders' Agent and the indebtedness and liability of the applicable US Applicants to them and the Lenders under the First Lien Credit Agreement and the Second Lien Credit Agreement be released and discharged upon closing of the Transaction;
13. As more particularly set out in the affidavit of William O'Connor sworn January 15, 2010 (the "**O'Connor Affidavit**"), certain of the Applicants, the First Lien Lenders and the Second Lien Lenders entered into an intercreditor agreement dated March 21, 2007 (the "**Intercreditor Agreement**"). Pursuant to the terms of the Intercreditor Agreement, the First Lien Lenders' Agent, acting on behalf of the Second Lien Lenders' Agent has the authority in the present circumstances to release and discharge the obligations and security granted by the applicable US Applicants to the Second Lien Lenders and the Second Lien Lenders' Agent. The Draft Approval and Vesting Order seeks a declaration that this is so and directs the Second Lien Lenders' Agent and the First Lien Lenders' Agent, to discharge the Second Lien Lenders' obligations and security as against the US Applicants and to be free of liability for so doing;
14. The Draft Approval and Vesting Order contemplates that following closing of the Transaction all claims of any person against Grant U.S. Holdings GP and its property and assets will attach to the Net Partnership Interests Acquisition Proceeds (as defined by the Draft Approval and Vesting Order) and such proceeds will stand in place and stead thereof. The Transaction further contemplates that the Net Partnership Interests Acquisition Proceeds will be held by the Monitor as trustee (the "**Partnership Proceeds Trustee**") in trust for the creditors of Grant U.S. Holdings GP to be distributed pursuant to further Court order;
15. The Confidential Appendices, including the Agreement, contain commercially sensitive information and consequently, in accordance with the terms of the Agreement, the Applicants are seeking an order sealing and treating as confidential the Agreement on the terms as set out in the Draft Approval and Vesting Order;

16. The provisions of the *Companies' Creditors Arrangement Act*;
17. The provisions of the *Courts of Justice Act* including s.100 and s.101 thereof;
18. Rules 2.03, 3.02 and 16 of the Rules of Civil Procedure, R.R. O. 1190, Reg. 194; and
19. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Sixth Report;
2. The Stephen Affidavit;
3. The O'Connor Affidavit; and
4. Such further and other material as counsel may advise and this Honourable Court may permit.

January 15, 2010

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TO: SERVICE 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")

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Returnable February 1, 2010)

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TAB 2

January 15, 2010

11:45 AM

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE M .) DAY , THE DAY
) OF , 2010
JUSTICE)

**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 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

**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

THIS MOTION made by the applicants, Grant Forest Products Inc. ("**GFPI**"), Grant Forest Products Sales Inc. ("**Grant Canada Sales**"), Grant Alberta Inc. ("**Grant Alberta**"), Grant U.S. Holdings GP (the "**Grant Partnership**"), Southeast Properties LLC ("**Grant Southeast**"), Grant Clarendon LP ("**Grant Clarendon**"), Grant Allendale LP ("**Grant Allendale**"), Grant US Sales Inc. ("**Grant US Sales**"), Grant Newco LLC ("**Grant Newco**") and

Grant Excluded GP (“**Grant Excluded**”) (collectively, the “**Applicants**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order approving of a purchase agreement between the Applicants, 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**” and, together with the Canadian Purchaser and the U.S. Purchaser, the “**Purchasers**”) substantially in the form of the agreement attached as Appendix [“L”] to the Sixth Report of Ernst & Young Inc., the Monitor (the “**Monitor**”) of the Applicants (the “**Agreement**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Initial Order of this Court dated June 25, 2009, as extended and amended from time to time (the “**Initial Order**”), the affidavit of Hap Stephen sworn January 15, 2010, the Sixth Report of the Monitor to this Honourable Court (the “**Sixth Report**”), as well as the Report of the Proposed Monitor dated June 24, 2009, the Second Report of the Monitor dated July 21, 2009, the Fourth Report of the Monitor dated October 8, 2009, the Notice of Motion of even date of the First Lien Lenders’ Agent (as defined below) and the affidavit of William O’Connor sworn January 15, 2010, and on hearing submissions from counsel for the Applicants, counsel for the Monitor, counsel for the agents under that certain credit agreement made as of October 26, 2005, as amended from time to time (the “**First Lien Credit Agreement**”), among GFPI and the Grant Partnership as borrowers, Grant Canada Sales, Grant Alberta, Grant Southeast, Grant Newco, Grant Allendale, Grant Clarendon and Grant US Sales, as guarantors, The Toronto-Dominion Bank (“**TD**”) and Toronto Dominion (Texas) LLC, and their respective successors and assigns, as agents (together, the “**First Lien Lenders’ Agent**”), and the Lenders as defined in the First Lien Credit Agreement (the “**First Lien**

Lenders”), counsel for the agent under that certain credit agreement made as of March 21, 2007, as amended from time to time (the “**Second Lien Credit Agreement**” and, together with the First Lien Credit Agreement, the “**Credit Agreements**”), among the Grant Partnership, as borrower, GFPI, Grant Canada Sales, Grant Alberta, Grant Southeast, Grant Newco, Grant Allendale, Grant Clarendon and Grant US Sales, as guarantors, The Bank of New York Mellon (“**BNY**”), and its successors and assigns, as agent (the “**Second Lien Lenders’ Agent**”, which reference shall include TD, as the predecessor agent to BNY, and, together with the First Lien Lenders’ Agent, the “**Lien Agents**”) and the Lenders as defined in the Second Lien Credit Agreement (the “**Second Lien Lenders**”), and counsel for ♦ ,

1. **THIS COURT ORDERS** that this motion is properly returnable today, that all parties requiring service of the materials relating to this motion have been duly served and that further service of this motion be and is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

APPROVAL OF ACQUISITION TRANSACTIONS

3. **THIS COURT ORDERS AND DECLARES** that the Marketing Process (as defined in the Initial Order) conducted by the Applicants was fair and reasonable and that the Agreement is commercially reasonable and in the best interests of the Applicants and their stakeholders.

4. **THIS COURT ORDERS** that the Agreement and all transactions, steps or actions contemplated under the Agreement be and are hereby approved in accordance with the terms of the Agreement, including, without limitation:

- (a) the purchase by the Canadian Purchaser of the Purchased Assets from and the transfer of the Purchased Assets by GFPI, Grant Canada Sales and Grant Alberta (the “**Vendors**”) to the Canadian Purchaser as provided for in the Agreement and this Order;
- (b) the admission of the U.S. Purchaser and the Additional U.S. Purchaser (together, the “**U.S. Purchasers**”) as partners of the Grant Partnership, the surrender by GFPI and Grant Alberta of their respective partnership interests in the Grant Partnership (the “**Vendors’ Partnership Interests**”) 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 (the “**Purchasers’ Partnership Interests**”) as provided for in the Agreement and this Order;
- (c) the entry into of the release agreement by the Applicants, substantially in the form of the agreement attached as Exhibit D to the Agreement (the “**Release Agreement**”); and
- (d) 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), (iii) 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 terms of a certain Intercreditor Agreement among GFPI, the Grant Partnership and the First Lien Lenders’ Agent and the Second Lien Lenders’ Agent and the other Grantors referenced therein dated as of March 21, 2007 (the “**Intercreditor Agreement**”)), and (iv) the Second Lien Lenders’

Agent (acting on its behalf and on behalf of the Second Lien Lenders) substantially in the form of the agreement attached as Exhibit E to the Agreement (the “**Release and Discharge Agreement**”).

5. **THIS COURT ORDERS** that the Applicants are hereby authorized, empowered and directed, with effect as and from the date of their execution of the Agreement, to enter into the Agreement for (a) the purchase by the Canadian Purchaser of the Purchased Assets, including, without limitation, the property and assets described in Schedule “A” to this Order, and (b) the acquisition by the U.S. Purchasers of the Purchasers’ Partnership Interests, as provided for in the Agreement (the Purchasers’ Partnership Interests, together with the Purchased Assets, being hereafter collectively referred to as the “**Acquired Interests**”), and that the execution and delivery by the Applicants of the Agreement on January 8, 2010 be and the same is hereby ratified and approved.

6. **THIS COURT ORDERS** that the Applicants are hereby authorized, empowered and directed to complete the transactions contemplated by the Agreement and the Release Agreement, to make all payments to be made by any of the Applicants pursuant to, or as a condition to the closing of, the Agreement, and to take such steps and actions and execute and deliver such bills of sale, assignments, ancillary agreements, directions, consents, certificates, licenses, acknowledgements and other documents and assurances as are necessary or desirable to complete the transactions and satisfy the Applicants’ obligations contemplated thereby (the “**Ancillary Documents**”).

7. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to enter into amendments to and modifications of the Agreement, to the extent permitted and

provided for in the Agreement, and any reference in this Order to the Agreement shall be deemed to be a reference to the Agreement, as so amended.

8. **THIS COURT ORDERS** that the Release and Discharge Agreement and all transactions, steps or actions contemplated under the Release and Discharge Agreement be and are hereby approved.

9. **THIS COURT ORDERS** that the Applicants are hereby authorized, empowered and directed to enter into the Release and Discharge Agreement.

10. **THIS COURT ORDERS** that Mr. Peter Lynch be and he is hereby authorized, empowered and directed, on behalf of the Applicants, or any one or more of them (i) to execute and deliver the Agreement, the Release Agreement, the Release and Discharge Agreement, the Ancillary Documents and any other agreements, documents and writings required or desired to give effect to any of same and to any of the transactions contemplated therein or by this Order, and (ii) to take such other steps and actions as are required to cause the Applicants, as applicable, to do all things authorized, directed or permitted under this Order including, without limitation, to convey and vest title in and to the Acquired Interests in the Purchasers, to surrender the Vendors' Partnership Interests, and to issue the Purchasers' Partnership Interests to the U.S. Purchasers, and Peter Lynch shall have no personal liability with respect to any of the foregoing.

11. **THIS COURT ORDERS AND DECLARES** that the Applicants are in default under the Credit Agreements and that the First Lien Lenders' Agent is entitled to exercise all of the rights and remedies provided for under the First Lien Credit Agreement, the Intercreditor Agreement and applicable law.

12. **THIS COURT ORDERS AND DECLARES** that the First Lien Lenders' Agent (acting on behalf of itself and on behalf of the First Lien Lenders), is hereby authorized, empowered and directed to enter into the Release and Discharge Agreement and is further authorized, empowered and directed to complete the transactions contemplated by the Release and Discharge Agreement, with such amendments to and modifications of the Release and Discharge Agreement as the Purchasers may agree, and to take such steps and actions and execute and deliver such releases, discharges, ancillary agreements, directions, consents, certificates, acknowledgements and other documents and assurances as are necessary or desirable to effect and facilitate the release and discharge of (a) all indebtedness, liabilities, obligations and guaranties of every nature and kind whatsoever and howsoever arising (collectively the "**Obligations**") of the Grant Partnership, Grant Southeast, Grant Clarendon, Grant Allendale, Grant US Sales, Grant Newco and Grant Excluded (collectively, the "**U.S. Applicants**") to the First Lien Lenders' Agents or the First Lien Lenders (and to any one or more of them), and (b) all Liens (as defined in the Intercreditor Agreement) of the First Lien Lenders' Agent or the First Lien Lenders (or any one or more of them) (i) against the Acquired Interests, and (ii) any assets, interests, rights or property of every nature and kind, whether real, personal or mixed (the "**Collateral**") of any of the U.S. Applicants, but for greater certainty, Collateral shall not include the Net Partnership Interests Acquisition Proceeds.

13. **THIS COURT ORDERS** that (i) the Second Lien Lenders' Agent (on its own behalf and on behalf the Second Lien Lenders) and (ii) 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 terms of the Intercreditor Agreement) are each hereby authorized, empowered and directed to enter into the Release and Discharge Agreement and are further authorized, empowered and

directed to complete the transactions contemplated by the Release and Discharge Agreement, with such amendments to and modifications of the Release and Discharge Agreement as the Purchasers may agree, and to take such steps and actions and execute and deliver such releases, discharges, ancillary agreements, directions, consents, certificates, acknowledgements and other documents contemplated by the Release and Discharge Agreement or incidental thereto to effect and facilitate the release and discharge of (a) all Obligations of the U.S. Applicants to the Second Lien Lenders' Agent or the Second Lien Lenders (and to any one or more of them), and (b) all Liens (as defined in the Intercreditor Agreement) of the Second Lien Lenders' Agent or the Second Lien Lenders (or any one or more of them) (i) against the Acquired Interests, and (ii) any Collateral of any of the U.S. Applicants; provided that 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 and this Order.

14. **THIS COURT ORDERS** 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 this Order.

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendors are hereby authorized and permitted to disclose and transfer to the Canadian Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Canadian Purchaser shall maintain and protect the privacy of such information and shall be

entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the applicable Vendors.

16. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the delivery to the Purchasers by the Monitor of a certificate, substantially in the form of the certificate attached as Schedule “B” to this Order (the “**Monitor’s Certificate**”), all right, title and interest in and to the Acquired Interests shall vest absolutely in the applicable Purchasers free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, charges, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, financial, monetary or other claims, guaranties, liabilities or encumbrances, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, including, without limitation, all options to purchase, restrictions or rights of first refusal affecting all or any of the Acquired Interests pursuant to any agreement to which any of the Applicants is a party, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or arise or come into existence following the date of this Order based in whole or in part on facts existing up to and including the Closing (as defined in the Agreement) (all of the foregoing, including, without limitation and for clarity, in relation to the Collateral of the Grant Partnership, collectively, the “**Claims**”), including, without limiting the generality of the foregoing, the Claims held by or in favour of the persons and entities, or their solicitors, served with the Notice of Motion relating to the Order, and including, without limiting the generality of the foregoing: (i) all encumbrances and charges created by the Initial Order, the Supplemental Initial Order and any other Orders made in the within CCAA proceeding (the “**CCAA Proceeding**”); (ii) all charges, security interests or claims evidenced by

registrations pursuant to the *Personal Property Security Act* (Ontario) including, without limitation, those registrations described in Schedule “C” to this Order, the *Repair and Storage Liens Act* (Ontario), and any other personal or movable property registry system, (iii) all liens, charges, claims of lien and other Claims under the *Forestry Workers Lien for Wages Act* (Ontario) and the *Crown Forest Sustainability Act* (Ontario), whether registered or not and whether any notice of claim, statement of claim or other document has been filed with or proceeding has been commenced in any court; and (iv) all Claims, debts, liabilities, obligations, guaranties, security interests, options, rights and interests of or held by any of the Lien Agents, the First Lien Lenders or the Second Lien Lenders (or any one or more of them),

but excluding the permitted encumbrances, easements and restrictive covenants relating to the Real Properties (defined below) being acquired by the Canadian Purchaser, which permitted encumbrances are described in Schedule “D” to this Order (the “**Permitted Encumbrances**”), (all of the security interests, charges, liens and any other encumbrances included in Claims and all of (i), (ii) and (iii) collectively referred to herein as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Interests (or any one of them), other than the Permitted Encumbrances, are hereby released, discharged, extinguished and expunged from and against each of the Acquired Interests.

17. **THIS COURT ORDERS** that 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 Agreement (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 Agreement (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 Acquired Interests or Collateral of the Grant Partnership, as applicable, and that effective from and after the date of delivery of the Monitor’s Certificate to the Purchasers:

- (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 or delivered to or acquired by the Canadian Purchaser and remained in the possession or control of the Vendor having that possession or control immediately prior to the transaction;
- (b) all Claims and Encumbrances against the Vendors’ Partnership Interests and Purchasers’ Partnership Interests are hereby released, discharged, extinguished and expunged as against the Vendors’ Partnership Interests and the Purchasers’ 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 as provided for in paragraph 21 hereof, 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 in accordance with paragraph 21 of this 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, for greater certainty, there shall be no recourse whatsoever against the Grant Partnership or its Collateral in respect of any such Claims and Encumbrances, all of which are hereby fully released, discharged, extinguished and expunged as against the Grant Partnership and its Collateral; and

- (d) all Claims and Encumbrances of or held by the Lien Agents, 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 are hereby released, discharged, extinguished and expunged.

18. **THIS COURT ORDERS** that upon the registration:

- (a) in the Land Registry Office for the Land Title Division of Timiskaming (No. 54) of one or more applications for vesting order and/or one or more transfers or deeds in the form prescribed by the *Land Registration Reform Act* (Ontario) (the “**LRRA**”) duly executed by GFPI, the Land Registrar is hereby directed to enter the Canadian Purchaser as the owner of the subject real properties identified in Schedule “E” hereto (collectively, the “**Timiskaming Real Properties**”) in fee simple, and is hereby directed to delete and expunge from title to the Timiskaming Real Properties all of the Encumbrances listed in Schedule “E” hereto;

- (b) in the Land Registry Office for the Land Title Division of Nipissing (No. 36) of one or more applications for vesting order and/or one or more transfers or deeds in the form prescribed by the LRRA duly executed by GFPI, the Land Registrar is hereby directed to enter the Canadian Purchaser as the owner of the subject real properties identified in Schedule “E” hereto (collectively, the “**Nipissing Real Properties**”) in fee simple, and is hereby directed to delete and expunge from title to the Nipissing Real Properties all of the Encumbrances listed in Schedule “E” hereto; and
- (c) in the Land Registry Office for the Land Title Division of Cochrane (No. 6) of one or more applications for vesting order and/or one or more transfers or deeds in the form prescribed by the LRRA duly executed by GFPI, the Land Registrar is hereby directed to enter the Canadian Purchaser as the owner of the subject real properties identified in Schedule “E” hereto (collectively, the “**Cochrane Real Properties**” and, together with the Timiskaming Real Properties and the Nipissing Real Properties, the “**Real Properties**”) in fee simple, and is hereby directed to delete and expunge from title to the Cochrane Real Properties all of the Encumbrances listed in Schedule “E” hereto.

19. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with this Court a copy of the Monitor’s Certificate no later than the next Business following Closing (as defined in the Agreement).

BULK SALES ACT EXEMPTION

20. **THIS COURT ORDERS AND DECLARES** that the sale of the Purchased Assets to the Canadian Purchaser and the acquisition of the Purchasers' Partnership Interests by the U.S. Purchasers, pursuant to the Agreement, shall be exempt from the application of the *Bulk Sales Act* (Ontario).

DISPOSITION OF THE NET PARTNERSHIP INTERESTS ACQUISITION PROCEEDS

21. **THIS COURT ORDERS** that effective 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 the Monitor shall hold the Net Partnership Interests Acquisition Proceeds as the Partnership Proceeds Trustee in trust for the sole and exclusive benefit of the creditors of the Grant Partnership. This Court further orders that 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 this 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. 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. For greater certainty, 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. Immediately following the distribution of all of the Net Partnership Interests Acquisition Proceeds in accordance with such further Order of this 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. The Partnership Proceeds Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties under this paragraph.

OTHER

22. **THIS COURT ORDERS AND DECLARES** that property and assets constituting Purchased Assets and any property and assets of any of the U.S. Applicants (other than proceeds of sale of the Purchased Assets and the amounts paid by the U.S. Purchasers to acquire the Purchasers' Partnership Interests; provided that such proceeds of sale and amounts paid shall not include any amounts that the Purchasers are entitled to receive pursuant to the Escrow Agreements (as defined below)) that are paid to, received by or come into the possession or

under the control of any of the Vendors following Closing shall be held in trust by the applicable Vendor for the applicable Purchaser or U.S. Applicant, as the case may be, and shall: (i) not form part of the estates of any of the Vendors, (ii) immediately be segregated and held separate and apart from the property and assets of the Vendors, and (iii) be paid or delivered over to the applicable Purchaser or U.S. Applicant.

23. **THIS COURT ORDERS AND DECLARES** 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 any of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants:
 - (i) the Agreement, the Release Agreement, the Release and Discharge Agreement, the Ancillary Documents and the transactions, trusts, steps and actions contemplated therein;
 - (ii) the sale of any of the Purchased Assets to the Canadian Purchaser and the transactions pursuant to which the U.S. Purchasers are admitted as partners of the Grant Partnership, GFPI and Grant Alberta surrender their respective partnership interests in the Grant Partnership and the Purchasers' Partnership Interests are issued to the U.S. Purchasers;
 - (iii) the entering into of the Agreement, the Release Agreement, the Release and Discharge Agreement and the Ancillary Documents by any of the Applicants;

- (iv) the vesting of title in and to any of the Acquired Interests in the Purchasers (or any of them); and
- (v) the provisions of this Order;

shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall they, or any of them, constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall any of the foregoing constitute oppressive or unfairly prejudicial conduct or conduct that disregards the interests of an affected person pursuant to any applicable federal or provincial legislation.

24. **THIS COURT ORDERS** that the Monitor is hereby authorized, empowered and directed to carry out and satisfy the activities, functions and responsibilities of the Monitor set out in the Agreement and as the Partnership Proceeds Trustee as set out paragraph 21 of this Order.

25. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby authorized, empowered and directed to enter into the escrow agreements attached as Exhibits F, H and I to the Agreement (collectively, the “**Escrow Agreements**”) as Escrow Agent, and to carry out and satisfy the activities, functions and responsibilities set out in the Escrow Agreements and in addition to the rights and protections afforded Ernst & Young Inc. as the Monitor under the CCAA or as an officer of this Court, the Escrow Agent shall incur no liability as a result of its acting as Escrow Agent under the Escrow Agreements or the carrying out of the provisions of this Order, except

for any gross negligence of wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Net Purchased Asset Sales Proceeds shall be held by the Monitor for distribution to the persons entitled thereto in accordance with their respective existing priorities pursuant to further order of this Court.

27. **THIS COURT ORDERS AND DECLARES** the Monitor to be the foreign representative of the Applicants and further orders that, in such capacity, the Monitor is hereby authorized, empowered and directed, in accordance with this Order and the Agreement, to commence proceedings under chapter 15 of title 11 of the United States Code and to seek and obtain from the court in the district in which such proceedings are commenced (the “**U.S. Bankruptcy Court**”) such orders as may be required to recognize this CCAA Proceeding as a foreign proceeding in relation to each of the Applicants (the “**Chapter 15 Proceedings**”) and to seek and obtain the entry of such orders as may be required to recognize and give effect to this Order.

28. **THIS COURT ORDERS** that the Monitor is hereby authorized, empowered and directed, in its capacity as foreign representative of the Applicants, to file petitions in the U.S. Bankruptcy Court and to request the U.S. Bankruptcy Court to provide such assistance to the Applicants, the Monitor and their respective agents as they may request for the purposes of (a) having this CCAA Proceeding recognized as a foreign proceeding, and (b) carrying out the terms of this Order and the Agreement.

29. **THIS COURT HEREBY** respectfully requests the U.S. Bankruptcy Court to grant foreign representative status to the Monitor in relation to any such Chapter 15 Proceedings and to

make such orders and to provide such assistance to the Monitor, the Applicants, the First Lien Lenders' Agent and the Purchasers, as is necessary or desirable to recognize and give effect to (i) this Order, (ii) the Agreement, (iii) the Release Agreement, (iv) the Release and Discharge Agreement, (v) the Ancillary documents, and (vi) the transactions, steps and actions contemplated by the Agreement, the Release Agreement, the Release and Discharge Agreement and the Ancillary Documents and to otherwise assist the Monitor and the Applicants and their respective agents in carrying out the terms of this Order and in completing and giving effect to the transactions contemplated by the Agreement, the Release Agreement and the Release and Discharge Agreement.

30. **THIS COURT ORDERS** that the Agreement and certain appendices annexed to the Sixth Report as referenced in the Sixth Report shall be treated as confidential and sealed from the public record, provided that if, with the prior written agreement of the Purchasers, all or any part of the Agreement is filed with the U.S. Bankruptcy Court on a public and unsealed basis in connection with any proceedings commenced by the Monitor or the Applicants to recognize and give effect to this CCAA Proceeding, this Order and/or to facilitate the completion of the transactions contemplated by the Agreement, the Release Agreement and the Release and Discharge Agreement, such portions of the Agreement that are so filed with the U.S. Bankruptcy Court need no longer be treated as confidential.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States to give effect to this Order and to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the

Monitor, as an officer of this Court, and to the Applicants, and to their respective agents, as may be necessary or desirable to give effect to this Order or to assist the Monitor or the Applicants, or their respective agents, in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Sixth Report, and the actions and activities of the Monitor as reported therein, be and are hereby approved.

33. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:02 a.m. Eastern Daylight Time on the date of this Order.

TAB A

Schedule “A” – Purchased Assets

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Schedule "A" – Purchased Assets

Interpretation

Capitalized terms used but not otherwise defined in the Order to which this Schedule "A" is attached, or in this Schedule "A", shall have the meanings ascribed to them in Appendix "1" to this Schedule "A".

Purchased Assets

All of the right, title and interest of each of the Vendors in and to the following assets, property and undertaking of such Vendor (collectively, the "**Purchased Assets**").

A. All of the Vendor's machinery, equipment (including trucks, cars and other vehicles), spare parts, tools, jigs, dies, office equipment (including computers, computer hardware, computer software and computer accessories, including those listed in Appendix "2" to this Schedule "A"), furniture, fixtures and furnishings of all kinds used in the Businesses and in the possession or control of the Vendor on the Closing Date, or not used in the Businesses on the Closing Date but so used at any time since June 30, 2008 (unless disposed of in the Ordinary Course of Business (as defined in the Agreement) after June 30, 2008), and excluding the equipment previously sold (and so identified on Appendix "3" to this Schedule "A") and either owned by the Vendor or in which the Vendor has an interest, including the items referred to in Appendix "3" to this Schedule "A" but, for greater certainty, excluding Inventories (as defined below) (collectively, "**Machinery and Equipment**").

B. All of the Vendor's purchase orders, contracts, agreements, instruments, licenses and other legally binding commitments or arrangements, written or oral, including any amendments, extensions and renewals thereof, entered into by a Vendor in respect of Purchased Assets and the Businesses of GFPI, Grant Canada Sales, Grant Alberta and the Grant Partnership and listed in Appendix "4" to this Schedule "A" (including all of the Vendors' insurance policies of any kind, including all "occurrence based" liability policies, in force during the period commencing October 31, 2005 with respect to the Vendors (collectively, the "**Insurance Policies**") listed in Appendix "4" to this Schedule "A" and all of the Vendors' rights and interest under or pursuant to warranties, representations and guaranties made by suppliers or others in connection with the Purchased Assets or otherwise arising from the operation of the Businesses).

C. All of the Vendor's accounts receivable, trade accounts receivable, notes receivable, book debts and other debts due or accruing (including interest thereon) due to the Vendor other than in respect of the Excluded Assets (as defined in the Agreement) as at the Closing Date, together with any security or collateral for such items, including recoverable deposits.

D. All of the Vendor's inventories of every kind and nature and wheresoever situated used by the Vendor in the Businesses and owned by and in the possession or control of the Vendor on the Closing Date, including all finished goods, work in process, raw materials, spare parts in equipment (unless included in Machinery and Equipment), new and unused production and shipping supplies, new and unused major maintenance items and all other materials and supplies on hand on the Closing Date (collectively, the "**Inventories**").

E. All of the Vendor's interests in any and all causes of actions and rights of recovery existing or accruing before the Closing other than any cause of action or right of recovery related solely to the Excluded Assets (as defined in the Agreement) (including claims of any Vendor under any of the Insurance Policies), including any insurance or condemnation proceeds to be paid or payable to the Purchasers pursuant to Section 12.08 of the Agreement.

F. All of the real properties identified in Schedule "E" to the Order to which this Schedule "A" is attached together with the buildings, structures, improvements and appurtenances situated thereon.

G. All of the Vendor's interests in shares of any corporation that holds a sustainable forest license or interest in any partnership that holds a sustainable forest license including Nipissing Forest Resource Management Inc., Timiskaming Forest Alliance Inc., The Vermillion Forest Management Company Limited, and Abitibi River Forest Management Inc. but, for the purposes of clarification, excluding the partnership interests in the Grant Partnership held by GFPI and Grant Alberta to be surrendered by them and cancelled on Closing pursuant to the Agreement and GFPI's shares in Grant Canada Sales, Footner Forest Products Ltd., Grant Equipment Corp, or Grant Alberta.

H. All of the Vendor's operating leases of equipment or other personal property used in the Businesses to which the Vendor is a lessee or under which the Vendor has rights as lessee and listed on Appendix "5" to this Schedule "A" but excluding: (i) all leases with respect to which the lessee is, in accordance with GAAP (as defined in the Agreement), required concurrently to recognize the acquisition of an asset and the incurrence of a liability; and (ii) all leases solely relating to Excluded Assets.

I. (i) All Intellectual Property used, licensed, or distributed by the Vendor in the conduct of its Businesses, whether owned by or licensed to the Vendor, and (ii) all Intellectual Property owned (in whole or in part) by the Vendor, and, in each case, associated Goodwill (as defined in paragraph L below).

J. All of the Vendor's prepaid expenses relating to the Businesses as at the Closing Date.

K. All of the Vendor's books, records, books of account, lists of suppliers and customers, business, research and development information, information relating to sales, marketing, customer licensing, maintenance and support, and plans and projections of or relating to the Businesses or the Purchased Assets within the control or possession of the Vendor on the Closing Date and all other documents, files, records, correspondence, workpapers, electronic information (including emails and web page content), and other data and information, financial, tax or otherwise, which relate to the Businesses or the Purchased Assets within the control or possession of the Vendor on the Closing Date (and for greater certainty includes all drawings, surveys, calculations, project plans, project summaries, budgets, estimates, quotations, agreements and attachments, and change orders referencing equipment or facilities purchased, including projects or equipment currently under review or purchase) including all data and information stored electronically, digitally or on computer related media.

L. All of the Vendor's goodwill as at the Closing Date, together with the right of the Canadian Purchaser to represent itself as carrying on the Businesses in succession to the Vendors and the right of the Vendor to use any words indicating that the Businesses are so carried on, including the Vendor's non-exclusive right to use the name "Grant Forest Products", or any variation thereof, as part of the name or style under which the Businesses or any part thereof are carried on by the Canadian Purchaser (collectively, "**Goodwill**").

M. All of the Vendor's Permits, licenses, financial assurances in favour of Governmental Authorities, security deposits, approvals and authorizations (other than the Excluded Permits (as defined in the Agreement)).

N. The demands of the Vendor (whether known or unknown, matured or unmatured, accrued or contingent), including rights to returned or repossessed goods and rights as an unpaid vendor; rights of recovery, rights of warranty and indemnity, rights of set-off and rights of recoupment.

O. The Uniform Product Code Symbols of the Vendor.

P. The assets of the Pension Plan for the Hourly Employees of GFPI – Englehart Plant (Reg. #1013044).

Notwithstanding anything to the contrary in this Schedule "A", the Purchased Assets shall not include any of the Excluded Assets (as defined in the Agreement).

Appendices

The following Appendices are attached to and incorporated in this Schedule "A" by reference and deemed to be a part hereof:

Appendix "1"	–	Definitions
Appendix "2"	–	Transferred IT Assets
Appendix "3"	–	Machinery and Equipment
Appendix "4"		Contracts
Appendix "5"	–	Equipment Operating Leases
Appendix "6"	–	Intellectual Property

APPENDIX "1" TO SCHEDULE "A"

DEFINITIONS

"Businesses" means the business of the Vendors of manufacturing and selling oriented strand board, excluding the business conducted at the GFPI facility in Timmins, Ontario and the business conducted by Footner Forest Products Ltd.;

"Closing Date" means the day of Closing;

"Closing" means the completion of the transactions referred to in the Agreement pursuant to Section 12.02 of the Agreement;

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal and any governmental agency, ministry, department, Tribunal, commission, court, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

"Intellectual Property" of a Vendor means all the Vendor's intellectual property including:

- (a) all trade-marks, trade names, designs, graphics, slogans, logos, service marks, brand names, internet domain names, telephone numbers, facsimile numbers and directory listings and other commercial symbols and all registrations and applications therefor;
- (b) all patents, patent rights (including divisions, reissues, renewals, re-examinations, continuations, continuations in part and extensions) and all applications therefor;
- (c) all copyrights, writings and other copyrightable works of authorship, including computer software, programs, databases and documentation therefor, integrated circuit topographies, industrial designs and other industrial property rights and all applications and registrations therefor and all renewals or extensions of such applications and registrations;
- (d) all proprietary and non-public business information, including know-how, trade secrets, improvements, concepts, ideas, technical data, drawings, specifications therefor, business methodologies and processes, confidential information and any licensed property or technology; and
- (e) all computer software used by or relating to the Businesses, including the source code and all associated documentation for all software other than "off-the-shelf" software, and all rights under licences, and other agreements and instruments relating thereto,

as at the Closing Date, including such property listed in Appendix "6" to this Schedule "A";

“Permits” means any Governmental Authority approvals, authorizations, certificates, easements, filings, franchises, licenses, permits, or rights to which the Vendor is a party or that is or may be binding upon or inure to the benefit of the Vendor or its securities, assets, or business (other than the Excluded Permits); and

“Tribunal” means any court (including a court of equity), agency, arbitrator or arbitration panel, tribunal and any other Governmental Authority, professional or business organization or association or other body exercising adjudicative, regulatory, judicial or quasi-judicial powers.

APPENDIX "2" TO SCHEDULE "A"

TRANSFERRED IT ASSETS

Location	TOTAL PCs	Desktop	Laptop	Server	Disposed	Spare		In Use	
						Spare Desktop	Spare Laptop	Active Desktop	Active Laptop
Allendale	139	57	82	7	0	19	40	38	42
Clarendon	52	41	11	4	0	27	3	14	8
Earlton	95	60	35	9	0	20	17	40	18
Earlton Airport	1	0	1	0	0	0	0	0	1
Englehart	127	85	42	10	0	11	12	74	30

Device Name	Hardware	Notes	Purchase Year
1			
ALLENDALE MILL			
2 Allendale Exchange Server1	IBM X-Series		2006
3 Allendale File Server	IBM X-Series		2006
4 Allendale InSql server (Data Historian)	IBM X-Series		2006
5 Allendale ProcessMore Server (SQL Server 2K)	IBM X-Series		2006
6 Allendale ProcessNet Server (SQL Server 2K)	IBM X-Series		2006
7 Allendale Scale Database server (SQL Server)	IBM X-Series		2006
8 Allendale Scales In Workstation	Intel-based PC		2006
9 Allendale Scales Out Workstation	Intel-based PC		2006
CLARENDON MILL			
10 Clarendon Domain Controller	IBM X-Series		2006
11 Clarendon Exchange Server	IBM X-Series		2006
12 Clarendon File Server	IBM X-Series		2006
EARLTON - ADMIN OFFICE			
13 Earlton Exchange Server	IBM X-Series		2006
14 Earlton File Server	IBM X-Series		2007
15 Earlton LIMS Primary Server (Oracle)	IBM X-Series		2003
16 Earlton Operate 1 (IBM AS400)	AS400		1999
17 Earlton Server 2	Dell		2000
ENGLEHART MILL			
18 Englehart Exchange Server	IBM X-Series		2006
19 Englehart File Server	IBM X-Series		2007
20 Englehart InSql Server (Data Historian)	IBM X-Series		2006
21 Englehart ProcessMORE Server (SQL Server)	IBM X-Series		2006
22 Englehart ProcessNet Server (SQL Server)	IBM X-Series		2006

Included Hardware

Type	Class	Name	Serial #/ID	Comment
Hardware	Router	Allen1841	FTX1041Z0CP	Allendale
Hardware	Switch	CNS01A	FOC1019X5V8	Allendale
Hardware	Switch	CNS02A	FOC1020X1DA	Allendale
Hardware	Switch	CNS05A	FOX1024X12Q	Allendale
Hardware	Switch	CNS06A	FOC1024Z716	Allendale
Hardware	Switch	CNS09A		Allendale
Hardware	Switch	CNS11A		Allendale
Hardware	Switch	CNSCRA	CAT1017NOX4	Allendale
Hardware	Switch	CNSCRB	CAT1016Z3EZ	Allendale
Hardware	Switch	PCS01A	FOC1011X1LD	Allendale
Hardware	Switch	PCS02A	FOC1019X5UW	Allendale
Hardware	Switch	PCS05A	FOC1019X5UX	Allendale
Hardware	Switch	PCS06A	FOC1011X1LA	Allendale
Hardware	Switch	PCS07A	FOC1019X5V3	Allendale
Hardware	Switch	PCS08A		Allendale
Hardware	Switch	PCS09A	FOC1024Z3FP	Allendale
Hardware	Switch	PCSRA	CAT1017N0W5	Allendale
Hardware	Switch	PCSRB	CAT1017N0W6	Allendale
Hardware	Switch	PCSRC	CAT1016N2UU	Allendale
Hardware	Switch	PCSRD	FOC1027Z834	Allendale
Hardware	Switch	PCSRE	CAT1016N2WG	Allendale
Hardware	Switch	SCAL-CTRL	FOC1002X0MV	Allendale
Hardware	Switch	SCAL-ER1	FOC0935Z28N	Allendale
Hardware	Switch	SCAL-ER5	FOC0930Z25L	Allendale
Hardware	Switch	SCALINETPix501		Allendale
Hardware	Switch	SCAL-ITSR	FOC1013Y0W1	Allendale
Hardware	Switch	SCAllendalePix		Allendale
Hardware	Switch	SCALMainC1	FOX110518FT	Allendale
Hardware	Switch	SCAL-SCALHOUSE	FOC1013Z06R	Allendale
Hardware	Switch	SCAL-Stor	FOC0930Z2F2	Allendale
Hardware	Switch	SCAL-VS	FOC0930Z2A8	Allendale
Hardware	Switch	Spare	FOC1011X1KR	Allendale
Hardware	Switch	Spare	FOC1042ZC0V	Allendale
Hardware	Switch	Spare	CAT1016N2VY	Allendale
Hardware	Switch	Spare	FOC0935Z297	Allendale
Hardware	Switch	Spare	FOC1024Z2SG	Allendale
Hardware	Switch	Spare	CAT0934R1HJ	Allendale
Hardware	Switch		FOC0931Z5ET	Earlton
Hardware	Switch	EACOMD1	FOC0839YONL	Earlton
Hardware	Switch	Spare	FAA0230SJL	Earlton
Hardware	Switch	Spare	SHN02390828	Earlton
Hardware	Switch	Spare	FAA0228Y1EK	Earlton
Hardware	Switch	Spare	FAA025X01D	Earlton
Hardware	Switch	Arbrofer	FOC073824Z2	Englehart
Hardware	Switch	Baker	FOC0752Z1AL	Englehart
Hardware	Switch	Cat	FOC07281WN8	Englehart

Hardware	Switch	Dryers	FOC0811Z0FM	Englehart
Hardware	Switch	EnAndreDeskBusiness	FOC1012Z606	Englehart
Hardware	Switch	EnCtlMainD 12-6-2	CSG0814P0HS	Englehart
Hardware	Switch	ENCTRLSWRM10_10_6_2	FOC1129U1GC	Englehart
Hardware	Switch	EngC1_10-0-2	FOX075205MK	Englehart
Hardware	Switch	ENGLEHART 3640		Englehart
Hardware	Switch	EngZbWg1_10-6-32	FOC0906Y0XJ	Englehart
Hardware	Switch	EngZcWg1_10-6-82	FOC1035X0N3	Englehart
Hardware	Switch	EngZdWg1_10-6-52	FOC1040X33Y	Englehart
Hardware	Switch	EngZeWg1_10-6-1	FOC1133W2ZD	Englehart
Hardware	Switch	EngZgD1_10-6-81	FOC0811Y0FP	Englehart
Hardware	Switch	EngZgD1_10-6-83	FOC1028Z9HT	Englehart
Hardware	Switch	EngZhD1_10-6-21	FOC0740X1QB	Englehart
Hardware	Switch	Flaker_2399	FOC08311EEA	Englehart
Hardware	Switch	Flaker_2400	FOC08270RKB	Englehart
Hardware	Switch	Flaker_Catwalk	FOC081206MQ	Englehart
Hardware	Switch	Flaker_Duct	FOC081804LC	Englehart
Hardware	Switch	Globe	FOC0811Y0GH	Englehart
Hardware	Switch	ITSRVRM	FOC0823X0DF	Englehart
Hardware	Switch	MCR_Alpha	FOC0803S1XB	Englehart
Hardware	Switch	MCR_Concentrator2	CSG0835P002	Englehart
Hardware	Switch	MCR_Enclosure	FOC0814Y4LH	Englehart
Hardware	Switch	Pallmann	FOC0811Z 0FP	Englehart
Hardware	Switch	Woodroom	FOC0807Z32K	Englehart
Hardware	Switch	Woodroom_Bldg_North	FOC07351D9W	Englehart
Hardware	Switch	Woodroom_Bldg_South	FOC07281VRD	Englehart
Hardware	Kronos Clocks			

APPENDIX “3” TO SCHEDULE “A”

MACHINERY AND EQUIPMENT

1. See attached Grant Forest Products Inc. Englehart Equipment Numbers (Data Room Entry 7.3.1.1.1.6) for Englehart Equipment
2. See attached CWP Equipment List (Data Room Entry 7.4.5)
3. See attached CWP Dubois Print Line (Data Room Entry 7.4.9)
4. See attached CWP Mobile Equipment (Data Room Entry 7.4.6)
5. See attached Englehart Mobile Equipment List (Data Room Entry 7.4.7)
6. See attached Reman Mobile Equipment (Data Room Entry 7.4.8)
7. See attached Reman Equipment (Data Room Entry 7.4.12)
8. Machinery and Equipment listed on Appendix “2” to this Schedule “A”

Print Date: 8/17/2009

Grant Forest Products Inc
Englehart Equipment Numbers

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Equip #	Business Unit	Description
1003	1411	FCOS AIRLOCK
1003ED-M6	1411	FCOS AIRLOCK SCREW CONV
1004	1310	FACE 1 SWIVEL TROUGH & SCREW
1004M1	1310	FACE 1 SWIVEL TROUGH
1004M2	1310	FACE 1 SWIVEL TROUGH SCREW
1005	1310	FACE - DOSING BIN 1
1005M1	1310	SL1 RAKEBACK
1005M2	1310	SL1 LIVE BOTTOM BELT
1005M3	1310	SL1 PICKER ROLLS
1006	1310	FACE FORMING HEAD 1
1006M1	1310	DIVIDING ROLLS NORTH HEAD 1
1006M2	1310	DIVIDING ROLLS SOUTH HEAD 1
1006M3	1310	BOTTOM SPREADER ROLLS
1006M4	1310	HEIGHT ADJUSTER (NORTH) HEAD 1
1006M5	1310	HEIGHT ADJUSTER (SOUTH) HEAD 1
1007	1310	FACE 4 SWIVEL TROUGH & SCREW
1007M1	1310	FACE 4 SWIVEL TROUGH
1007M2	1310	FACE 4 SWIVEL TROUGH SCREW
1008	1310	FACE - DOSING BIN 4
1008M1	1310	SL2 RAKEBACK
1008M2	1310	SL2 LIVE BOTTOM BELT
1008M3	1310	SL2 PICKER ROLLS
1009	1310	FACE - FORMING HEAD 4
1009M1	1310	DIVIDING ROLLS NORTH HEAD 4
1009M2	1310	DIVIDING ROLLS SOUTH HEAD 4
1009M3	1310	BOTTOM SPREADER ROLLS HEAD 4
1009M4	1310	FRONT (NORTH) HEIGHT ADJUSTER
1009M5	1310	REAR (SOUTH) HEIGHT ADJUSTER
1012	1310	L1 TARE SCALE
1013	1310	L1 SL1 SCALE
1014	1310	CORE 2 SWIVEL TROUGH & SCREW
1014M1	1310	CORE 2 SWIVEL TROUGH
1014M2	1310	CORE 2 SWIVEL TROUGH SCREW
1015	1310	CORE - DOSING BIN 2
1015M1	1310	CL1 RAKEBACK
1015M2	1310	CL1 LIVE BOTTOM BELT
1015M3	1310	CL1 PICKER ROLLS
1016	1310	CORE - FORMING HEAD 2
1016M1	1310	DIVIDING ROLLS TOP HEAD 2
1016M2	1310	SPREADER ROLLS 1 NORTH
1016M3	1310	SPREADER ROLLS 2 NORTH
1016M4	1310	SPREADER ROLLS 3 NORTH
1016M5	1310	SPREADER ROLLS 1 SOUTH
1016M6	1310	SPREADER ROLLS 2 SOUTH
1016M7	1310	SPREADER ROLLS 3 SOUTH
1017	1310	CORE 3 SWIVEL TROUGH & SCREW
1017M1	1310	CORE 3 SWIVEL TROUGH
1017M2	1310	CORE 3 SWIVEL TROUGH SCREW
1018	1310	CORE - DOSING BIN 3
1018M1	1310	CL2 RAKEBACK
1018M2	1310	CL2 LIVE BOTTOM BELT
1018M3	1310	CL2 PICKER ROLLS
1019	1310	CORE - FORMING HEAD 3
1019M1	1310	DIVIDING ROLLS TOP
1019M2	1310	SPREADER ROLLS 1 NORTH
1019M3	1310	SPREADER ROLLS 2 NORTH
1019M4	1310	SPREADER ROLLS 3 NORTH
1019M5	1310	SPREADER ROLLS 1 SOUTH
1019M6	1310	SPREADER ROLLS 2 SOUTH
1019M7	1310	SPREADER ROLLS 3 SOUTH
1020	1310	SIDEWALL BRUSH
1021	1310	FORMING L1
1022	1310	L1 TOTAL SCALE
1023	1310	FCOS - FLYING CUT OFF SAW
1023M1	1310	FCOS TRAVEL MOTOR ACROSS LINE
1023M2	1310	FCOS TRAVEL MOTOR FAN
1023M3	1310	FCOS SAW BLADE MOTOR
1023M4	1310	FCOS HYD PUMP
1024	1310	ACCELERATION BELT
1025	1310	LOADER INFEED BELT
1026	1310	REJECT CHAIN CONV
1027	1310	REJECT BIN SCREW CONV
1028	1310	L1 CAUL REJECT CONV
1029	1310	FORMING L1 CATWALKS & SUPPORTS
1030	1310	LOADER
1030M1	1310	LOADER HOIST DC DRIVE MOTOR
1030M17	1310	LOADER PUSH ARMS TOP EAST
1030M18	1310	LOADER PUSH ARMS TOP WEST
1030M2	1310	HYD FOR PUSH ARMS
1030M22	1310	LOADER PUSH ARMS BOTTOM EAST
1030M23	1310	LOADER PUSH ARMS BOTTOM WEST
1030M5	1310	LOADER INFEED CHAINS

Equip #	Business Unit	Description
1030M6	1310	APRON BETWEEN LOADER AND PRESS
1031	1310	L1 PRESS CHAINS
1031M24	1310	PRESS 1 PIV GEARBOX LUB PUMP
1032	1310	UNLOADER
1033	1310	UNLOADER EXTRACTION CONV
1034	1310	STORAGE WHEEL INFEEED BELT
1035	1310	PINCH ROLLS
1036	1310	STORAGE WHEEL
1037	1310	STORAGE WHEEL OUTFEED BELT
1038	1310	RETURN BELT
1039	1310	RETURN BELT
1040	1310	RETURN BELT
1041	1310	INCLINE CONV
1042	1310	LATCH BAR
1043	1310	EXTRACTION BEAM
1043M10	1310	EXTRACTION BEAM GRABS
1044	1310	PM BLENDING L1
1045	1310	MAT SAWS
1045M1	1310	MAT SAW WEST MOTOR
1045M2	1310	MAT SAW EAST MOTOR
1045M3	1310	COMPRESSION BELTS MOTOR
1050	1310	FORMING L1 POWER DIST & CONT
1051	1310	CAUL SCREENS L1
1051M1	1310	CAUL WINDER L1
1052	1310	STORAGE DRUM CLEAN UP BELT
1052M1	1310	STORAGE WHEEL CLEAN UP BELT 1
1052M2	1310	STORAGE WHEEL CLEAN UP BELT 2
1053	1310	FACE FORMING L1 QUADRABEAM
1054	1310	CORE FORMING L1 QUADRABEAM
1055	1310	ELECTRICAL CONTROLS-FORMING L1
1055EA	1310	PLC EA - L1 BLENDING
1055FA	1310	PLC FA - L1 FORMING
1055HB	1310	PLC HB - L1 LOADING/UNLOADING
1055HC	1310	PLC HC - L1 PRESSING
1056	1310	P.M. ELECT L1 PANEL
1057	1310	CAUL CLEANING/REPAIR BOOTH
1071	1310	ALPHA PRECOMPRESSION ROLL
1080	1220	CAMERAS DRYERS
1081	1220	DRYERS CONSUMABLES
1082	1220	DRYERS HOSES & FITTINGS
1083	1220	DRYERS OIL & GREASE
1084	1220	DRYERS WELDING
1085	1220	DRYERS MILLWRIGHT SHOP
1086	1220	DRYERS REPLACE TOOLS
1087	1220	DRYERS RADIOS
1088	1220	DRYERS STEEL
1089	1220	SUMP PUMPS DRYERS
1090	1220	DRYERS SAFETY SUPPLIES
1091	1220	DRYERS COURIER & DELIVERY
1092	1220	DRYERS LOCAL BUILDING MTC
1094	1220	DRYER PREDICTIVE MAINTENANCE
1095	1220	DRYERS PREDICTIVE MEETINGS
1101	1310	PRESS L1
1102	1310	SIMULTANEOUS ARMS FOR PRESS L1
1102M1	1310	SIMULTANEOUS ARMS HYD PUMP L1
1103	1310	PRESS HYD
1103PR01	1310	PRESS RAM 1
1103PR02	1310	PRESS RAM 2
1103PR03	1310	PRESS RAM 3
1103PR04	1310	PRESS RAM 4
1103PR05	1310	PRESS RAM 5
1103PR06	1310	PRESS RAM 6
1103PR07	1310	PRESS RAM 7
1103PR08	1310	PRESS RAM 8
1103PR09	1310	PRESS RAM 9
1103PR10	1310	PRESS RAM 10
1104	1310	HIGH PRESSURE PUMPS &
1104HPA	1310	HIGH PRESSURE ACCUMULATORS
1104P1	1310	HIGH PRESSURE PUMP 1
1104P2	1310	HIGH PRESSURE PUMP 2
1104P3	1310	HIGH PRESSURE PUMP 3
1105	1310	LOW PRESSURE PUMPS &
1105LPA	1310	LOW PRESSURE ACCUMULATORS
1105P1	1310	LOW PRESSURE PUMP 1
1105P2	1310	LOW PRESSURE PUMP 2
1105P3	1310	LOW PRESSURE PUMP 3
1106	1310	PRESS AIR COMPRESSOR
1107	1310	PRESS COOLING SYS
1107HO31	1310	T.O. COOLING HOSE #31
1107HO32	1310	T.O. COOLING HOSE #32
1107M1	1310	PRESS COOLING FAN 1
1107M2	1310	PRESS COOLING FAN 2

Equip #	Business Unit	Description
1107M3	1310	PRESS COOLING FAN 3
1107M4	1310	PRESS COOLING FAN 4
1107M5	1310	PRESS COOLING PUMP
1108	1310	PRESS 1 EXHAUST FANS
1110	1310	PRESS 1 SCRUBBER FAN
1130	1310	P.M. PRESS 1
1150	1310	CAMERAS L1 AREA
1151	1310	L1 CONSUMABLES
1152	1310	L1 HOSES & FITTINGS
1153	1310	L1 OIL & GREASE
1154	1310	L1 WELDING
1155	1310	L1 MILLWRIGHT SHOP
1156	1310	L1 REPLACE TOOLS
1157	1310	L1 RADIOS
1158	1310	L1 STEEL
1159	1310	SUMP PUMPS L1
1160	1310	L1 SAFETY SUPPLIES
1161	1310	L1 COURIER & DELIVERY
1162	1310	L1 LOCAL BUILDING MTC
1164	1310	L1 PREDICTIVE MAINTENANCE
1165	1310	L1 PREDICTIVE MEETINGS
1200	1411	PANEL MARKING SYS
1201	1411	1ST PASS INFEEED ROLLS
1202	1411	1ST PASS SAWS & PINCH ROLLS
1202M1	1411	1ST PASS RIGHT HAND HOG SAW
1202M2	1411	1ST PASS SPLITTER
1202M3	1411	1ST PASS LEFT HAND HOG SAW
1202M4	1411	1ST PASS TRIM SAW ROLLS
1202M5	1411	1ST PASS HOLD DOWN ADJUSTMENT
1203	1411	2ND PASS CHAINS
1204	1411	2ND PASS SAWS & PINCH ROLLS
1204M1	1411	2ND PASS RIGHT HAND HOG SAW
1204M2	1411	2ND PASS SPLITTER
1204M3	1411	2ND PASS LEFT HAND HOG SAW
1205	1411	2ND PASS BELTS
1205M1	1411	2ND PASS BELTS - LONG
1205M2	1411	2ND PASS BELTS - SHORT
1206	1411	TRANSFER ROLLS
1206M2	1411	T & G INFEEED ROLLS
1207	1411	STACKER INFEEED BELTS
1207M1	1411	STACKER INFEEED BELTS-GRADING
1207M2	1411	STACKER INFEEED BELTS-OVERHEAD
1208	1411	STACKER 1
1208H1	1411	JENKINS STACKER HYD UNIT
1209	1411	STACKER 2
1210	1411	STACKER 3
1211	1411	STACKER OUTFEED CHAIN
1212	1411	BUNDLE WEIGHER & ROLLS
1213	1411	STRAPPER
1214	1411	STRAPPER OUTFEED CONV
1215	1411	SLOPED ROLLER CASE
1216	1411	TRIM SAW CLEAN-UP CONV
1217	1411	IN LINE BUNDLE TURNER
1219	1411	EMERG STACKER/FEEEDER SYS L1
1219M1	1411	CORNER TRANSFER BELT CONV
1219M2	1411	OFF LINE STACKER HYD PWR UNIT
1219M3	1411	HYD UNIT COOLING FAN
1219M4	1411	NEG AIR STACKER/FEEEDER BLOWER
1219M5	1411	STACKER OUTFEED/INFEEED CONV
1220	1411	T&G MACHINE
1220M1	1411	T&G RIGHT SIDE GROOVE SAW
1220M2	1411	T&G LEFT SIDE TONGUE SAW
1221	1820	WAX DAY TANK AND EDGE SEAL
1222	1411	OFF LINE MANUAL STACKER
1224	1411	INLINE PAINT BOOTH L1
1225	1411	FINISH LINE CATWALKS & SUPPORT
1226	1411	BUNDLE SPLITTER
1228	1411	NAILING INK LINE - JENKINS
1248	1411	OFF LINE PAINT BOOTH
1259	1411	TRIMLINE WATER SPRAY SYS L1
1261	1411	BOARD GRADING SYS L1
1261HD1	1411	ISS MEASURING HEAD ASSEMBLY 1
1261HD2	1411	ISS MEASURING HEAD ASSEMBLY 2
1261HD3	1411	ISS MEASURING HEAD ASSEMBLY 3
1261HD4	1411	ISS MEASURING HEAD ASSEMBLY 4
1261M1	1411	BOARD GRADE SYS COOLING FAN L1
1262	1411	BOARD GRADING SYS CLEANING ROL
1265	1411	ELECTRICAL CONTROLS - JENKINS
1265JA	1411	PLC JA - JENKINS
1265JS	1411	PLC JS - JENKINS STRAPPER
1270	1411	TRIM 1 CAMERAS
1271	1411	TRIM 1 CONSUMABLES

Equip #	Business Unit	Description
1272	1411	TRIM 1 HOSES & FITTINGS
1273	1411	TRIM 1 OIL & GREASE
1274	1411	TRIM 1 WELDING
1275	1411	TRIM 1 MILLWRIGHT SHOP
1276	1411	TRIM 1 REPLACE TOOLS
1277	1411	TRIM 1 RADIOS
1278	1411	TRIM 1 STEEL
1279	1411	TRIM 1 SUMP PUMPS
1280	1411	TRIM 1 SAFETY SUPPLIES
1281	1411	TRIM 1 COURIER & DELIVERY
1282	1411	TRIM 1 LOCAL BUILDING MTC
1284	1411	TRIMLINE PREDICTIVE MTC
1285	1411	TRIMLINE PREDICTIVE MEETINGS
1289	1411	TRIMLINE 1 AREA PM TOURS
1320	1120	CAMERAS LOG HANDLE
1321	1120	LOG HANDLE CONSUMABLES
1322	1120	LOG HANDLE HOSES & FITTINGS
1323	1120	LOG HANDLE OIL & GREASE
1324	1120	LOG HANDLE WELDING
1325	1120	LOG HANDLE MILLWRIGHT SHOP
1326	1120	LOG HANDLE REPLACE TOOLS
1327	1120	LOG HANDLE RADIOS
1328	1120	LOG HANDLE STEEL
1329	1120	SUMP PUMPS LOG HANDLE
1330	1120	LOG HANDLE SAFETY SUPPLIES
1331	1120	LOG HANDLE COURIER & DELIVERY
1332	1120	LOG HANDLE LOCAL BUILDING MTC
1334	1120	LOG HANDLING PREDICTIVE MTC
1335	1120	LOG HANDLING PREDICTIVE MTCS
1360	1111	CAMERAS MOBEQPYRD
1361	1111	MOBEQPYRD CONSUMABLES
1362	1111	MOBEQPYRD HOSES & FITTINGS
1363	1111	MOBEQPYRD OIL & GREASE
1364	1111	MOBEQPYRD WELDING
1365	1111	GARAGE - GENERAL
1366	1111	MOBEQPYRD REPLACE TOOLS
1367	1111	MOBEQPYRD RADIOS
1368	1111	MOBEQPYRD UTILITIES
1369	1111	MOBEQPYRD PUMPS
1370	1111	MOBEQPYRD SAFETY SUPPLIES
1371	1111	MOBEQPYRD COURIER & DELIVERY
1372	1111	MOBEQPYRD LOCAL BUILDING MTC
1374	1111	MOBILE PREDICTIVE MAINTENANCE
1375	1111	MOBILE EQUIPMENT MEETINGS
1413	1820	CORE WET BIN INFED CONVEYOR
1417	1820	X DRY BINS CLEAN UP COLLECTING
1418	1411	FINES SCALPING SCREEN 14X11'10
1419	1411	FINES SCALPING SCREEN DIVERTER
1420	1411	GYRATORY SCREEN, MULTI LEVEL
1420M2	1411	GYRATORY SCRIN OUTFEED DIVERTER
1421	1411	MID FRACTION SCREW CONV
1422	1411	FINE FRACTION DIVERTOR GATE
1423	1411	SCALPER FIRE DUMP SCREW CONV
1424	1411	GYRO SCREEN INFED CONV
1425	1411	MID FRACTION MODULATING GATE
1426	1411	FINE FRACTION SCREW
1427	1411	MID FRACTION REVERSING SCREW
1428	1411	COARSE FRACTION REVERSING
1429	1411	FINE FRACTION MODULATING GATE
1430	1411	FINE FRACTION ROTARY FEEDER TO
1431	1411	AIRLOCK-PAN-BURNER
1432	1411	MIXED FRACTION AIRLOCK TO EPI
1433	1411	MID FRACTION ROTARY FEEDER TO
1434	1411	MIXED FRACTION ROTARY FEEDER
1435	1411	ROTARY FEEDER OSB-FROM GYRO
1436	1411	ROTARY FEEDER-LINE FROM
1439	1411	AIRLOCK TO DUST BURNER
1441	1411	HP BLOWER TO DUST BURNER
1442G1	1411	SCREEN SPARK SENSOR
1442G2	1411	ABORT GATE TO DUST BURNER SILO
1443	1411	DUST BURNER METERING BIN SILO
1443M1	1411	DUST BURNER METERING BIN
1443M2	1411	DUST BURNER METERING BIN
1443M3	1411	DUST BURNER METERING BIN
1444	1220	DUSTBURNER MTRG BN
1444M1	1220	DUST BURNER METERING SCREW
1444M2	1220	DUST BURNER METERING BIN
1445	1220	DUSTBURNER MTRG BN
1446	1220	AIRLOCK TO DUSTBURNER
1447	1220	FINES TRANSPORT FAN TO DUST
1448	1220	COEN DUST BURNER
1450	1220	DUST BURNER T.O. RADIANT HTR

Equip #	Business Unit	Description
1451	1411	H.P. BLOWER TO DUST BURNER
1452G1	1411	GRECON SPARK SENSORS
1452G2	1411	ABORT GATE TO DUST BURNER
1453	1411	DUST BURNER SILO BAGHOUSE
1453M1	1411	DUST BURNER SILO BAGHOUSE
1453M2	1411	DUST BURNER SILO BAGHOUSE
1453M3	1411	DUST BURNER SILO WFEED
1454	1411	DUST BURNER STORAGE SILO
1454M1	1411	DUST BURNER SILO OUTFEED
1454M2	1411	DUST BURNER SILO OUTFEED
1455	1411	DUST BURNER SILO OUTFEED SCREW
1456	1411	FINES SILO FIRE DUMP SCREW
1460	1220	HIGH PRESSURE BLOWER DRYER AND
1461	1411	HP BLOWER TO INBED STORAGE
1462G1	1411	GRECON SPARK SENSOR
1462G2	1411	ABORT GATE TO INBED SILO
1463	1411	INBED SILO BAGHOUSE
1463M1	1411	INBED SILO BAGHOUSE BLOWER
1463M2	1411	INBED SILO BAGHOUSE PLENUM
1463M3	1411	INBED SILO INFEEED AIRLOCK
1464	1411	INBED STORAGE SILO
1464M1	1411	INBED SILO OUTFEED CENTER
1464M2	1411	INBED SILO OUTFEED SCREW CONV
1465	1411	INBED SILO OUTFEED REV SCREW#
1466	1411	INBED SILO OUTFEED FLIGHT CON.
1467	1411	INBED SILO OUTFEED DIVERTER
1468	1411	INBED METERING BINS INFEEED
1469	1411	INBED SILO OUTFEED DIVERTER
1470	1411	F-EPI INBED METERING BIN
1479	1210	POND PH CONTROL MTRG PUMP&TANK
1480	1210	CAMERAS STRAND
1481	1210	STRAND CONSUMABLES
1482	1210	STRAND HOSES & FITTINGS
1483	1210	STRAND OIL & GREASE
1484	1210	STRAND WELDING
1485	1210	STRAND MILLWRIGHT SHOP
1486	1210	STRAND REPLACE TOOLS
1487	1210	STRAND RADIOS
1488	1210	STRAND STEEL
1489	1210	SUMP PUMPS STRAND
1490	1210	STRAND SAFETY SUPPLIES
1491	1210	STRAND COURIER & DELIVERY
1492	1210	STRAND LOCAL BUILDING MTC
1494	1210	STRAND PREDICTIVE MAINTENANCE
1495	1210	STRAND PREDICTIVE MEETINGS
1503	1820	FACE SCREEN INFEEED CONVEYOR
1510	1310	L1 FACE BLENDER SPINNER HEADS
1510H2	1310	SPINNER HEAD HYD HTR
1510M1	1310	SPINNER HEAD PUMP
1510M2	1310	SPINNER HEAD HYD COOLER
1511	1412	FACE RESIN HOT WATER FLUSHING
1522	1820	CORE SILO OUTFEED CONVEYOR
1532	1120	PEERLESS BIN
1533	1120	PEERLESS HYD
1535	1320	L2 FINES SILO SCREW CONV
1535M2	1320	L2 FINES SILO SCREW TRAVEL
1536	1320	L2 FINES SILO OUTFEED CONV
1536M2	1320	L2 FINES OUTFEED SPLITTER GATE
1537	1320	L2 FINES SILO OUTFEED CROSS
1537M2	1320	SPLITTER GATE FIRE DUMP
1538	1320	BLOWER INFEEED CONVEYOR
1539M1	1310	FINES SILO FIRE DUMP CONV 1
1539M2	1310	FINES SILO FIRE DUMP CONV 2
1539M3	1310	FINES SILO FIRE DUMP CONV 3
1540	1320	FINES SILO
1541	1310	FINES SILO SCREW CONV
1541M2	1310	FINES SILO SCREW CONV TRAVEL
1542	1310	DRY FINES SILO OUTFEED CONV
1543	1310	DRY FINES INCLINE CONV
1544	1310	FINES MTRG BIN INFEEED SCREW
1545	1310	FINES DOSING BIN
1545M1	1310	FINES DOSING BIN RAKEBACK
1545M2	1310	FINES DOSING BIN PICKER ROLLS
1545M3	1310	FINES DOSING BIN LIVE BOTTOM
1546	1310	FINES WEIGH BELT
1547	1310	TURBO INFEEED SCREW CONV
1548	1310	TURBO BLENDER
1549	1310	LIQUID RESIN DOSING TO TURBO
1551	1310	FACE POWDER RESIN DIST SCREW
1552	1310	CORE POWDER RESIN SYS
1552M23	1310	CORE POWDER RESIN AGITATOR
1552M24	1310	CORE POWDER RESIN MTRG SCREW

Equip #	Business Unit	Description
1552M7	1310	CORE POWDER RESIN DIST SCREW
1552M7A	1310	CORE POWDER - OUTFEED VIBRATOR
1552M8	1310	CORE POWDER - CANISTER VIBRATOR
1553	1310	L1 TURBO RESIN SUPPLY &
1554	1310	FINES CATALYST MTRG PUMP
1559	1310	TURBO OUTFEED CONV TO CORE
1559	1820	TURBO CHILLER
1560	1220	FACE FLAKE CONV TO MTRG BIN
1561	1310	FACE BLENDER INFEEED BIN
1561M1	1310	FACE METERING BIN-RAKEBACK
1561M2	1310	FACE METERING BIN - PICK ROLLS
1561M3	1310	FACE METERING BIN-LIVE BOTTOM
1562	1310	FACE WEIGH BELT
1563	1310	FACE BLENDER
1564	1310	FACE BLENDER OUTFEED CONV
1565	1310	FACE SPLITTER GATE
1566	1310	INFEEED CONV TO HEAD 1
1567	1310	INFEEED CONV TO HEAD 4
1568	1310	FACE LIQUID RESIN
1569	1310	FACE LIQUID RESIN DOSING PUMP
1570	1310	FACE WAX MTRG PUMP
1571	1310	1TON HOIST -FACE POWDER RESIN
1577	1320	TURBO WAX SUPPLY PUMP
1579	1310	WAX DAY TANK AT BLENDERS
1580	1220	CORE FLAKE CONV TO MTRG BIN
1581	1310	CORE BLENDER INFEEED BIN
1581M1	1310	CORE METERING BIN-RAKEBACK
1581M2	1310	CORE METERING BIN-PICK ROLLS
1581M3	1310	CORE METERING BIN-LIVE BOTTOM
1582	1310	CORE WEIGH BELT
1583	1310	L1 CORE BLENDER SPINNER HEADS
1583M1	1310	CORE BLENDER
1584	1310	CORE BLENDER OUTFEED CONV
1585	1310	CORE SPLITTER GATE
1586	1310	INFEEED CONV TO HEAD 2
1587	1310	INFEEED CONV TO HEAD 3
1588	1310	CORE LIQUID RESIN PUMP
1589	1310	CORE LIQUID RESIN DOSING PUMP
1590	1310	CORE WAX MTRG PUMP
1591	1310	1TON HOIST -CORE POWDER RESIN
1592	1310	CORE BLENDER RESIN SUPPLY AND
1593	1310	CORE BLENDER CATALYST SUPPLY
1599	1820	DRYERS HOT AIR DAMPER BEARINGS
1600	1220	DRYERS 1 ELECT CONTROLS
1601	1220	FACE DRY BIN RAKE BACK CONV
1601M2	1220	FACE DRY FLAKE BIN PICK ROLLS
1601M3	1220	CLEAN UP SCREW
1602	1220	FACE DRY BIN LIVE BOTTOM
1602M2	1220	FACE DRY FLAKE BIN PICK ROLLS
1602M3	1220	CLEAN UP SCREW
1604	1220	FACE DRY BIN DOUBLE SCREW
1604M2	1220	OUTFEED DIVERTER GATE
1605	1820	FACE DRYER INFEEED AIRLOCK
1606	1820	FACE DRYER BACK-UP GAS BURNER
1607	1820	FACE DRYER DRUM AND DAMPERS
1608	1820	FACE WINDBOX
1609	1820	FACE DRYER FINES CYCLONE
1610	1820	FACE DRYER ID FAN
1611	1820	FACE DRYER OUTFEED CONVEYOR
1612	1820	FACE FIRE DUMP DOOR
1613	1220	X DRYER
1613M2	1220	X Dryer Auxiliary Drive
1614	1220	X DRYER WINDBOX
1614M1	1220	X DRYER OUTFEED AIRLOCK 1
1614M2	1220	X DRYER OUTFEED AIRLOCK 2
1615	1220	X DRYER ID FAN
1615M2	1220	X DRYER ID FAN INLET DAMPER
1616	1220	X DRYER CYCLONE SYS
1616M1	1220	X CYCLONES DUST SCREW 1
1616M2	1220	X CYCLONES DUST SCREW 2
1616M3	1220	X CYCLONES DUST SCREW 3
1616M4	1220	X CYCLONES DUST SCREW 4
1616M5	1220	X CYCLONES DUST AIRLOCK 1
1616M6	1220	X CYCLONES DUST BLOWER
1616M7	1220	X DRYER RECIRC DAMPER
1617	1220	X DRYER SYS CATWALKS & SUPPORT
1618	1220	ELECTRICAL CONTROLS - X DRYER
1618X	1220	PLC X - X DRYER
1619	1220	X DRYER FIRE EXT EQUIP
1620	1220	X WET FLAKE BIN
1620M1	1220	X WET FLAKE BIN LIVE BOTTOM
1620M2	1220	X WET FLAKE BIN OUTFEED ROLLS

Equip #	Business Unit	Description
1620M3	1220	X WET FLAKE BIN CLEANUP SCREW
1621	1220	CORE DRY BIN RAKE BACK
1622	1220	CORE DRY BIN LIVE BOTTOM
1622M2	1220	CORE DRY FLAKE BIN PICK ROLLS
1622M3	1220	CORE DRY BIN CLEAN UP SCREW
1624	1220	CORE DRY BIN DOUBLE SCREW
1624M2	1220	OUTFEED DIVERTER GATE
1625	1820	CORE DRYER INFEED AIRLOCK
1626	1820	CORE DRYER BACK-UP GAS BURNER
1627	1820	CORE DRYER DRUM AND DAMPERS
1628	1820	CORE WINDBOX
1629	1820	CORE DRYER FINES CYCLONE
1630	1820	CORE DRYER I.D FAN
1631	1820	CORE DRYER OUTFEED CONVEYOR
1632	1820	CORE FIRE DUMP DOOR
1641	1820	DRYER FINES CYCLONES
1641M2	1820	ROTARY SCREEN- FINE SCREW
1641M3	1820	ROTARY SCREEN- DUST SCREW
1642	1820	DRYER FINES SCREEN INFEED
1643	1820	DRYER FINES SCREEN
1644	1820	DRYER FINES SCREEN OUTFEED
1645	1220	X ROTARY SCREEN
1645M2	1220	X ROTARY SCREEN FINES SCREW
1645M3	1220	X ROTARY SCREEN DUST SCREW
1645M4	1220	X Screen Dust Rev Screw to 2645
1645M5	1220	X Screen fines Screw to 2645m4
1648	1220	X DRYER SCRUBBER FAN
1648M2	1220	X SCRUBBER FAN DAMPER
1651	1220	X WET FLAKE BIN MOISTURE METER
1652	1820	X DRY FLAKE BIN MOISTURE METER
1653	1220	X DRYER GAS BURNER
1653G1	1220	X GAS GUILLOTINE
1653M1	1220	X DRYER GAS BURNER COMB AIRFAN
1653M2	1220	X DRYER GAS BURNER AIRGAS
1653M3	1220	X DRYER GAS BURNER DILUTION
1654	1220	X EPI DUCTING
1654G1	1220	X EPI GUILLOTINE
1655	1220	X DRYER INFEED AIRLOCK
1660	1220	X WET FLAKE TRANSFER CONV
1661	1220	X WET FLAKE BIN OUTFEED SCREW
1662	1220	X DRYER INFEED CONV
1663	1220	X DRYER OUTFEED CONV
1664	1220	X REVERSING BELT CONV
1664M2	1220	X DRYER OUTFEED MOISTURE
1665	1220	X SCREEN INFEED CONV
1666	1220	X DUST TRANSFER SCREW
1667	1220	X SCREEN OUTFEED CONV
1668	1220	X CONV OVER DRY BINS W GATES
1668M2	1220	EAST GATE ON 1668
1668M3	1220	WEST GATE ON 1668
1669	1220	X SCREEN FINES CONVEYOR
1671	1220	TRANSFER CONV 1
1672	1220	TRANSFER CONV 2
1672M2	1820	TRANSFER CONVEYOR 3
1673	1820	TRANSFER CONVEYOR 4
1673M2	1820	DRY FLAKES TO 1675 GATE 1
1673M3	1820	DRY FLAKES TO 1677 GATE 2
1674	1820	DRY SILOS INFEED CONVEYOR 2
1674M2	1820	DRY FLAKES TO 1631 GATE 1
1674M3	1820	DRY FLAKES TO 1631 GATE 2
1675	1820	CORE DRY BIN INFEED CONVEYOR 2
1676	1820	X TRANSFER CONVEYOR 3
1676M2	1820	DRY FLAKES TO 1621 GATE
1677	1820	FACE DRY BIN INFEED CONVEYOR 1
1678	1820	CORE DRY BIN INFEED CONVEYOR 1
1678M2	1820	DRY FLAKES TO 1621 GATE
1681	1820	COLLECTING SCREW
1682	1820	REVERSING TRANSFER CONVEYOR
1683	1820	CONVEYOR TO WEIGH BELT
1685	1820	COLLECTING SCREW
1686	1820	REVERSING TRANSFER CONVEYOR
1687	1820	CONVEYOR TO WEIGH BELT
1690	1220	CORE DRY FLAKE BIN OUTFEED CON
1691	1220	FACE DRY FLAKE BIN OUTFEED CON
1692	1220	INFEED CONV TO L1 DRY BINS
1692M2	1220	SPLITTER GATE
1694	1220	INFEED CONV
1695	1220	INFEED CONV
1696	1220	FIRE DUMP CONV
1697	1220	FIRE DUMP CONV
1698	1220	L1 DRY BINS CLEAN UP COLL CONV
1700	1220	X OVERFIRE AIR FAN

Equip #	Business Unit	Description
1700M2	1220	X OVERFIRE AIR FAN DAMPER
1701	1220	X FUEL FEED SYS INCL HP BLOWER
1701M1	1220	X ROTARY FEEDER
1701M3	1220	X HIGH PRESSURE BLOWER
1702	1220	X EPI COMBUSTION CHAMBER
1703	1220	X EPI GAS FIRED PREHEATER
1704	1220	X EPI F.O FAN
1704M2	1220	X FD FAN INLET DAMPER
1704M3	1220	X EPI F.O FAN OUTLET DAMPER
1704M4	1220	FD FAN IN/OUTSIDE DAMPER
1705	1220	X BED SAND SYS
1705M1	1220	X EPI VIBRATING SCREEN
1705M2	1220	X EPI BUCKET ELEVATOR
1705M3	1220	X EPI SAND SILO OUTFEED SCREW
1706	1220	X EPI HOT GASES DUCTING
1706M1	1220	X EPI EMERGENCY VENT STACK
1706M2	1220	X EPI BLEND BOX RECIRC AIR DAM
1707	1220	X EPI HEATING SYS INCL FAN SIZE
1707M1	1220	X EPI LD FAN
1707M2	1220	X EPI LD FAN INLET DAMPER
1707M3	1220	X EPI LD FAN RECIRC
1708	1220	ASH COLLECTION SYS
1709	1220	L1 T.O. SYS ELECT CONTROL
1710	1220	SOOT BLOWER AND AIR COMPRESSOR
1711	1220	X T.O. HTR
1712	1220	ECLIPSE GAS FIRED HTR
1712M1	1220	X ECLIPSE GAS FIRED HTR COMB
1713	1220	THIMBAL COOLING FAN
1714	1220	T.O. EXPANSION TANK
1715	1220	PRIMARY T.O. PUMPS P1 & P2
1715P1	1220	PRIMARY T.O. PUMP P1
1715P2	1220	PRIMARY T.O. PUMP P2
1716P1	1220	PRIMARY T.O. PUMP
1716P11	1220	PRIMARY T.O. PUMP P11
1716P22	1220	X GAS FRD HTR PRIMARY PUMP P2
1717	1220	PRIMARY VALVES PIPING ACCESS
1718	1220	X ASH COLL SYS 2850 HPWH
1718M1	1220	X ASH REMOVAL FAN
1718M2	1220	X ASH COLLECTION SCREW
1718M3	1220	X ASH NORTH SCREW
1718M4	1220	X ASH SOUTH SCREW
1718M5	1220	X ASH NORTH TIPPING AIRLOCK
1718M7	1220	X ASH SOUTH TIPPING AIRLOCK
1719	1220	SECONDARY VALVES PIPING ACCESS
1721	1310	SECONDARY T.O. PUMPS
1721P3	1310	SECONDARY T.O. PUMP P3
1721P4	1310	SECONDARY T.O. PUMP P4
1721P5	1310	SECONDARY T.O. PUMP P5
1722	1220	WAX & LOG POND T.O. PUMP P6
1723	1220	BLDG HEAT LOOP T.O. PUMP P7
1724	1310	L1 SECONDARY T.O. SYS DRAIN
1724HO01	1310	T.O. HOSE #1
1724HO02	1310	T.O. HOSE #2
1724HO03	1310	T.O. HOSE #3
1724HO04	1310	T.O. HOSE #4
1724HO05	1310	T.O. HOSE #5
1724HO06	1310	T.O. HOSE #6
1724HO07	1310	T.O. HOSE #7
1724HO08	1310	T.O. HOSE #8
1724HO09	1310	T.O. HOSE #9
1724HO10	1310	T.O. HOSE #10
1724HO11	1310	T.O. HOSE #11
1724HO12	1310	T.O. HOSE #12
1724HO13	1310	T.O. HOSE #13
1724HO14	1310	T.O. HOSE #14
1724HO15	1310	T.O. HOSE #15
1724HO16	1310	T.O. HOSE #16
1724HO17	1310	T.O. HOSE #17
1724HO18	1310	T.O. HOSE #18
1724HO19	1310	T.O. HOSE #19
1724HO20	1310	T.O. HOSE #20
1724HO21	1310	T.O. HOSE #21
1724HO22	1310	T.O. HOSE #22
1724HO23	1310	T.O. HOSE #23
1724HO24	1310	T.O. HOSE #24
1724HO25	1310	T.O. HOSE #25
1724HO26	1310	T.O. HOSE #26
1724HO27	1310	T.O. HOSE #27
1724HO28	1310	T.O. HOSE #28
1724HO29	1310	T.O. HOSE #29
1724HO30	1310	T.O. HOSE #30
1725	1220	T.O. FILL PUMP FOR L1

Equip #	Business Unit	Description
1726	1220	T.O. TROUGH PUMP
1727	1310	TURBO L1 WAX HEAT TRACE PUMP
1728	1310	L1 BLENDER HEAT TRACE
1728M1	1310	L1 WAX HEAT TRACE PUMP 1
1728M2	1310	L1 WAX HEAT TRACE PUMP 2
1730	1310	L1 PRESS 200GPM DRAIN PUMP
1738	1220	ELECTRICAL CONTROLS - T.O.
1738Y	1220	PLC-Y - T.O.
1743	1220	X-INBED NOZZLE COOLING SYS
1744	1220	X-EPI INBED MTRG BIN
1744M1	1220	X-INBED MTRG BIN SCREW
1744M2	1220	X-INBED MTRG BIN OUTFEED CONV
1745	1220	X-INBED MTRG BIN OUTFEED DIVER
1746	1220	X-EPI INBED HP BLOWER #1
1747	1220	X-EPI INBED FEED AIRLOCK #1
1748	1220	X-EPI INBED HP BLOWER
1749	1220	X-EPI INBED FEED AIRLOCK #2
1755	1220	X WET FUEL BIN
1755M1	1220	X WET FUEL BIN LIVE BOTTOM
1755M2	1220	X WET FUEL BIN PICKER ROLLS
1755M3	1220	X WET FUEL BIN CLEANUP SCREW
1756	1220	X WET FUEL BIN OUTFEED SCREW
1757	1220	X WET FUEL BIN REVERSING SCREW
1805	1310	L1 DRY SILOS SCREW EXHAUST FAN
1889	1820	CONCRETE PLANT
1900	1411	COMPRESSOR ROOM AIR DRYER
1900-02	1411	GLOBE AIR DRYER
1900-03	1310	AIR DRYER - MDI SYSTEM
1901	1111	AIR COMPRESSOR GARDNER DENVER
1902	1111	AIR COMPRESSOR
1903	1111	AIR COMPRESSOR
1903M2	1111	AIR COMPRESSOR COOLING FAN
1904	1111	AIR COMPRESSOR
1905VP2	1820	L1 WATER FOUNTAIN BY PRESS
1906	1412	COMPRESSED AIR LINES
1907	1412	NATURAL GAS LINES
1908	1412	GAS FIRED UNIT HTR
1908GH-1	1412	GAS HTR FLAKER BLDG NORTH
1908GH-2	1412	GAS HTR FLAKER BLDG SOUTH
1908GH-3	1412	GAS HTR WAREHOUSE (SOUTHEAST)
1908GH-4	1412	GAS HTR WAREHOUSE (NORTHEAST)
1908GH-5	1412	GAS HTR WAREHOUSE (SOUTHWEST)
1908GH-6	1412	GAS HTR WAREHOUSE (NORTHWEST)
1908GH-7	1412	GAS HTR IN GARAGE
1908GH-8	1412	GAS HTR IN MDI TANK ROOM
1908GH-9	1412	GAS HTR IN STRAND SHOP
1908GH-10	1412	MAKE-UP GAS HEATER WAREHOUSE
1910	1412	PUMP HOUSE
1911	1111	DIESEL FIRE PROTECTION PUMP
1912	1111	200HP ELECT FIRE PROT PUMP
1913	1412	DELUGE FIRE SYS
1913.D1	1412	INBED FINES STORAGE FIRE
1914	1412	SPRINKLER SYS & FIRE
1915	1412	FIRE HYDRANTS & PV STATIONS
1916	1412	FIRE HOSES & NOZZLES
1917	1412	FIRE EXTINGUISHERS
1918	1412	60HP ELECT JOCKEY PUMP
1919	1111	SUMP PUMPS - WELDING
1919SP1	1411	SUMP PUMP SHIPPING BAY 3
1919SP10	1220	SUMP PUMP DRYERS 1 EAST END
1919SP11	1220	SUMP PUMP UNDER 5KV SUBSTN FLR
1919SP12	1220	SUMP PUMP DRYERS 2 WEST WALL
1919SP13	1220	SUMP PUMP T.O. BLDG PUMP ROOM
1919SP14	1220	SUMP PUMP T.O. BLDG STORAGE
1919SP15	1320	SUMP PUMP L2 RESIN HOISTING
1919SP16	1320	SUMP PUMP RESIN STRG TANK PIT
1919SP17	1320	SUMP PUMP RESIN MTRG ROOM
1919SP18	1320	SUMP PUMP PRESS PIT 2 SE
1919SP19	1320	SUMP PUMP PRESS PIT 2 SW
1919SP2	1411	SUMP PUMP SANDER LINE
1919SP20	1320	SUMP PUMP PRESS PIT 2 WEEPER
1919SP21	1320	SUMP PUMP PRESS PIT 2 NW CORNR
1919SP22	1320	SUMP PUMP PRESS PIT 2 WESTWALL
1919SP23	1210	SUMP PUMP PALLMANN PIT
1919SP24	1310	SUMP PUMP PRESS PIT 1 NE CORN
1919SP25	1120	SUMP PUMP DEBARKER BLDG NORTH
1919SP26	1210	SUMP PUMP-SCRUBBER PUMP RM NE
1919SP27	1210	SUMP PUMP-SCRUBBER PUMP RM SE
1919SP28	1320	SUMP PUMP L2 CALL WASHING
1919SP29	1220	SUMP PUMP-SCRUBBERS EAST END
1919SP3	1310	SUMP PUMP PRESS PIT 1 WEEPER
1919SP4	1310	SUMP PUMP PRESS PIT 1 WESTWALL

Equip #	Business Unit	Description
1919SP5	1310	SUMP PUMP PRESS PIT 1 NE CORN
1919SP6	1111	SUMP PUMP FILING ROOM
1919SP7	1310	SUMP PUMP DRY SILO PIT NORTH
1919SP8	1310	SUMP PUMP DRY SILO PIT SOUTH
1919SP9	1210	SUMP PUMP STRAND SHOP
1920	1820	SHOP, WELDING
1921	1820	SHOP, MOBILE
1922PW1	1111	PARTS WASHER
1922PW2	1111	PRESSURE WASHER
1923	1820	SMALL TOOLS
1923.13	1411	STRAP GOBBLER
1923.14	1820	OPTALIGN LASER ALIGNMENT
1923.15	1820	BALANCER EQUIPMENT
1923.18	1320	ROCKWELL BENCH SAW(LAB)
1923.2	1820	LATHE-22" SWING HINDUSTAN
1923.20	1111	SAW FILER, HSN-600, STEHLE
1924	1111	SMALL ENGINES
1925	1820	EARLTON MACHINE SHOP
1926	1820	LUBRICATION GENERAL DRYERS
1926.1	1820	LUBRICATION GENERAL TRIMLINE
1926.2	1820	LUBRICATION GENERAL BAGHOUSE
1926.3	1820	LUBRICATION GENERAL BAKER
1926.4	1820	LUBRICATION GENERAL ALPHA
1926.5	1820	LUBRICATION GENERAL LOG HANDL
1926.8	1820	LUBRICATION GENERAL STARND
1926.7	1820	LUBRICATION GENERAL DRYERS
1927	1111	ELECTRIC WELDERS
1928	1820	WELDING SUPPLIES
1929	1820	SHOP MILL - EARLTON
1930	1320	FILING ROOM
1930.1	1320	CARBIDE GRINDER
1930.2	1320	CIRCULAR SAW
1930.3	1320	AUTOMATIC DUAL SIDE GRINDER
1930.4	1320	AUTOMATIC TOP GRINDER
1930.5	1320	SAW STRETCHER
1930.6	1320	UPRIGHT GRINDER
1931	1210	REFORM GRINDER AR-71(NEW)
1931M1	1210	REFORM GRINDER AR71 (OLD)
1931M3	1210	REFORM GRINDER FAN
1932.1	1820	SLASHER OUTFEED CONV
1932.11	1820	8TON CRANE - WAREHOUSE
1932.12	1820	MACHINE SHOP BIG LATHE
1932.13	1820	OH CRANE L1 SCREEN ROOM
1932.14	1820	OH CRANE L1 SILO
1932.15	1820	TOP OF PRESS 1 TROLLEY/BEAM 2
1932.16	1820	PRESS PIT NORTH END
1932.17	1820	L2 PRESS PIT
1932.18	1820	3TON CRANE - GARAGE
1932.19	1820	L2 POWDER RESIN
1932.2	1820	5TON CRANE - DEBARKERS
1932.20	1820	L2 CORE POWDER
1932.21	1820	JIB OVER CUT OFF SAW SLASHER
1932.22	1820	DEBARKER BLD SHOP
1932.23	1820	JIB CRANE
1932.24	1820	1TON HOIST CORE RESIN EAST
1932.25	1820	MONORAIL OVER PRESS PIT 2 DECK
1932.26	1820	MONORAIL OVER BAKER LINE
1932.27	1820	WET BIN LINE 1
1932.28	1820	JIB CRANE DRYER SHOP
1932.29	1820	NORTH END BLENDER ROOM LINE 2
1932.3	1820	10TON CRANE - HOG
1932.30	1820	MONORAIL FOR 2574
1932.31	1820	HOIST MONORAIL SOUTH END
1932.32	1820	JIB CRANE FOR 2623 DRUM DRIVE
1932.33	1820	MONORAIL FOR 2623 TO FLOOR
1932.34	1820	JIB CRANE E DRYER FOR 2613M1
1932.35	1820	MONORAIL TO 2615 FAN
1932.36	1820	MONORAIL TO 2625
1932.37	1820	MONORAIL TO 2717M1
1932.38	1820	MONORAIL TO 2710M1
1932.39	1820	MONORAIL TO 2727M1
1932.4	1820	MONORAIL TO 2714M1
1932.41	1820	MONORAIL TO 2724M1
1932.42	1820	MONORAIL TO 2631-M1 MOTOR
1932.43	1820	MONORAIL LINE 1 EPT FAN
1932.44	1820	MONORAIL IN ROOM UNDER DRYER
1932.45	1820	MONORAIL TO WET BIN
1932.46	1820	MONORAIL TO BLOWER UNDER L2
1932.47	1820	MONORAIL HEAD OF FUEL CONV IN
1932.48	1820	JIB CRANE FOR DRIVE MOTOR 42
1932.49	1820	JIB CRANE FOR DRIVE MOTOR 13
1932.5	1820	OH CRANE BAKER LINE RESIN ROOM

Equip #	Business Unit	Description
1932.50	1820	JIB CRANE FOR DRIVE MOTOR 44
1932.51	1820	JIB CRANE FOR DRIVE MOTOR 45
1932.52	1820	JIB CRANE FOR DRIVE MOTOR 16
1932.53	1820	JIB CRANE FOR DRIVE MOTOR 47
1932.54	1820	JIB CRANE FOR DRIVE MOTOR 48
1932.55	1820	JIB CRANE FOR DRIVE MOTOR 49
1932.56	1820	JIB CRANE FOR DRIVE MOTOR 50
1932.57	1820	JIB CRANE FOR DRIVE MOTOR 51
1932.58	1820	JIB CRANE FOR DRIVE MOTOR 52
1932.59	1820	JIB CRANE FOR DRIVE MOTOR 53
1932.6	1820	2TON HOIST D1 INFED DECK
1932.61	1820	JIB CRANE FOR DRIVE MOTOR 56
1932.63	1820	JIB SOUTH END OF LINE 2 PRESS
1932.64	1820	JIB NORTH OF FACE SILO LINE 1
1932.65	1820	JIB CRANE L1 CENTRE DRY SILO
1932.66	1820	JIB CRANE - BEAM T/O 1600 SERI
1932.67	1820	JIB CRANE - LINE 1 PUMP ROOM
1932.68	1820	JIB CRANE - FOR WASTE CONVY
1932.69	1820	MONORAIL - LINE 2 PRESS
1932.7	1820	2TON OH CRANE SLASHER DECK
1932.78	1820	MONORAIL - L1 PRESS SCRUBBER
1932.71	1820	MONORAIL - LINE 1 CAUL REMOVAL
1932.72	1820	JIB CRANE - CABLE HOISTS ON
1932.73	1820	JIB CRANE - CABLE HOIST MOUNT
1932.74	1820	JIB CRANE - CABLE HOIST ROOF
1932.75	1820	JIB CRANE - CABLE HOIST ON NEW
1932.76	1820	JIB CRANE - T/O PRESS PIT 2
1932.77	1820	JIB CRANE
1932.78	1820	MONORAIL TOP OF BAKER MTC ROOM
1932.79	1820	MONORAIL TOP OF LAB. NORTH
1932.8	1820	3TON OH CRANE - WELDING SHOP
1932.81	1820	SLASHER DECK MONORAIL CRANE
1932.9	1820	5TON OH CRANE - GARAGE BAY 283
1932.91	1820	JIB CRANE (DEBARKER 3)
1932.92	1820	REBUILD SHOP MONORAIL
1933	1412	AFFF - PRESS PITS FOAM DELUGE
1934	1111	AIR COMPRESSOR DIESEL GARDNER
1935E5	1412	EMERG SHOWER (BETWEEN E & F)
1935EW	1412	EYE WASH STATIONS
1935EW1	1412	FORMING L2 EYE WASH STATION
1935EW2	1412	L1 SCREEN ROOM EYE WASH
1935EW3	1412	L2 RESIN ROOM EYE WASH
1935EW4	1412	L2 LIQUID RESIN ROOM EYE WASH
1935EW5	1412	LABRATORY EYE WASH STATION
1935EW6	1412	FORMING L2 EPI EYEWASH STATION
1935EW7	1412	PALLMANN BLDG CAUSTIC SODA
1936	1112	CHAIN SAWS
1937	1412	COMPRESSOR'S AIR DRYER
1938	1412	PAGING SYSTEM
1939	1412	EDWARDS FIRE PANEL
1940	1412	AIR HANDLERS, HEAT EXCHANGERS
1940AH1	1412	L2 LUNCHROOM
1940AH10	1320	L2 CONTROL ROOM
1940AH11	1412	STORAGE VAULT FAN & HUMIDIFIER
1940AH12	1111	WELDING SHOP EXTRACTION FAN
1940AH13	1412	OFFICE ATTIC (MARK HOT)
1940AH14	1320	LAB-VANEE
1940AH15	1320	LAB PRESS HEATING UNIT EXHAUST
1940AH16	1320	PLANNERS AIR EXCHANGER AND
1940AH17	1220	L2 GENERATOR ROOM VENTILATION
1940AH2	1412	OFFICE ATTIC
1940AH3	1220	L2 DRYER MCC
1940AH4	1320	L2 PRESS MCC-IN L2 CHILLER RM
1940AH5	1220	5KV SUBSTATION
1940AH6	1320	L2 CONTROL ROOM
1940AH7	1320	BERG CONDENSER
1940AH8	1412	SMOKE PURIFIER LUNCH ROOM
1940AH9	1412	SMOKE PURIFIER EXECUTIVE ROOM
1940HE1	1411	GLOBE END (MARK HOT)
1940HE10	1411	OVER L2 SPRAY BOOTH
1940HE11	1412	ABOVE WASHROOM IN L1 MTC SHOP
1940HE12	1412	NEW STOCKROOM (SOUTH)
1940HE13	1412	NEW STOCKROOM (WEST)
1940HE14	1412	OFFICE ATTIC (ZONE 1)
1940HE15	1412	OFFICE ATTIC (ZONE 2)
1940HE16	1820	ABOVE MACHINE SHOP BATHROOM
1940HE17	1220	MDI TANK ROOM HEAT EXCHANGER
1940HE18	1412	WATER HTR IN OFFICE LOBBY
1940HE19	1820	SLAB HTR IN OFFICE ENTRANCE
1940HE2	1412	STOCKROOM
1940HE20	1210	PALLMANN WEST WALL
1940HE3	1310	TOP UNIT ABOVE L1 FCOS

Equip #	Business Unit	Description
1940HE4	1220	LOWER UNIT ABOVE MAIN LUNCHRM
1940HE5	1310	OVER L1 SL 1 HEAD
1940HE6	1120	HEAT EXCHANGER UNDER D1
1940HE7	1120	HEAT EXCHANGER UNDER D2
1940HE8	1412	COMPRESSOR ROOM HALL HTR
1940HE9	1412	LINE 1 GENERATOR ROOM
1940VB1	1220	36" AXIAL FAN ABOVE F DRYER ON
1940VB10	1320	36" AXIAL FAN NORTH L2 ROOF
1940VB11	1411	36" AXIAL FAN - WAREHOUSE EAST
1940VB12	1411	36" AXIAL FAN - WAREHOUSE WEST
1940VB13	1320	36" AXIAL FAN IN L2 PUMP ROOM
1940VB14	1412	NEW CHANGE ROOM OUTSIDE HOT
1940VB15	1220	ON TOP OF THERMAL OIL BLDG
1940VB16	1210	PALLMANN MCC (WEST)
1940VB17	1210	PALLMANN MCC (EAST)
1940VB18	1210	PALLMANN MCC (CABINET ONLY)
1940VB19	1411	OVER STOCKROOM BATHROOM
1940VB2	1220	36" AXIAL FAN EAST OF WET BNS
1940VB20	1310	ABOVE ELECTRONICS SHOP (WEST)
1940VB21	1310	ABOVE ELECTRONICS SHOP (EAST)
1940VB22	1111	PLANT AIR COMPRESSOR ROOM
1940VB23	1220	L2 DRYER MCC
1940VB24	1220	5KV SUB STATION
1940VB25	1120	DEBARKER MCC
1940VB26	1320	L2 PRESS MCC
1940VB27	1412	BAKER CONFERENCE ROOM
1940VB28	1411	36" AXIAL FAN ABOVE L1 STACKER
1940VB29	1412	MAIN OFFICE WEST ENTRANCE FROM
1940VB3	1220	48" AXIAL FAN ABOVE E DRYER ON
1940VB30	1411	L1 WAREHOUSE ROOF
1940VB31	1310	L1 PRESS PUMP ROOM
1940VB32	1411	TRAIN BAY VENT FANS
1940VB33	1320	AXIAL FAN ABOVE L2 UNLOADER
1940VB34	1412	EXHAUST IN LARGE CHANGE ROOM
1940VB35	1111	WELDING SHOP-ROOF-VENT BLOWER
1940VB36	1310	L1 MECHANICAL SHOP EXHAUST
1940VB37	1310	ELECT FOREMEN'S FRESH AIR
1940VB38	1320	L2 MECHANICAL SHOP FRESH AIR
1940VB4	1210	48" AXIAL FAN
1940VB40	1412	L1 LUNCH ROOM EXHAUST
1940VB41	1220	L1 DRYERS MCC FRESH AIR
1940VB42	1320	42" AXIAL FAN IN L2 HYD ROOM
1940VB43	1310	42" AXIAL FAN AT PRESS L1
1940VB44	1310	42" AXIAL FAN PRESS L1
1940VB45	1220	36" AXIAL FAN L1 DRYR BLDG ROF
1940VB46	1220	48" FAN DRYER-EAST X DRYER ROOF
1940VB47	1220	42" AXIAL FAN ON WEST SIDE OF
1940VB48	1320	AXIAL FAN ABOVE L2 PRESS
1940VB49	1320	GLUE ROOM L2
1940VB5	1220	48" AXIAL FAN ON ROOF ABOVE E
1940VB50	1320	GLUE ROOM FAN NORTH WALL
1940VB51	1320	L2 AXIAL FAN ABOVE PRESS
1940VB52	1111	EXHAUST FAN GARAGE
1940VB53	1210	PALLMANN BOOSTER FAN
1940VB54	1111	1901 COMPRESSOR EXHAUST FAN
1940VB55	1210	MAIN TOOL CRIB
1940VB56	1320	BETWEEN L1 & L2
1940VB57	1320	INFRONT OF L2 LOADER
1940VB58	1310	L1 PRESS HYD ROOM FRESH AIR
1940VB59	1310	L1 GLUE RM SOUTH ROOF FAN
1940VB6	1220	36" AXIAL FAN ON ROOF ABOVE F
1940VB60	1310	L1 GLUE RM NORTH ROOF FAN
1940VB61	1111	EXHAUST FAN REBUILD SHOP
1940VB62	1220	48" AXIAL FAN #1-DRYER TO L2
1940VB63	1220	48" AXIAL FAN #2-DRYER TO L2
1940VB7	1220	36" AXIAL FAN ON TOP OF DRY
1940VB8	1220	48" AXIAL FAN BETWEEN SCREENS
1940VB9	1320	36" AXIAL FAN S END OF L2 ROOF
1943	1412	Cool Zone Units
1943M1	1412	Cool Zone Fan #1
1943M2	1412	Cool Zone Fan #2
1943M3	1412	Cool Zone Fan #3
1943P1	1412	Cool Zone Pump #1
1944	1412	PERMANENT VACUUM LINES
1945	1320	LAB EQUIPMENT
1945.1	1320	C.E. TAYLOR SHACKER
1945.2	1320	LAB PRESS
1945.3	1320	LAB PRESS T.O. HEATING UNIT
1945.4	1320	LAB PRESS EXTRACTION FAN
1945.6	1320	LAB SCREEN KASON
1946	1111	OFF ROAD FIRE SUPPRESSION SYS
1946.58	1111	OFF ROAD SYS FOR 3858

Equip #	Business Unit	Description
1946.59	1111	OFF ROAD SYS FOR 3859
1946.60	1111	OFF ROAD SYS FOR 3860
1946.63	1111	OFF ROAD SYS FOR 3863
1946.65	1111	OFF ROAD SYS FOR 3865
1946.66	1111	OFF ROAD SYS FOR 3866
1946.67	1111	OFF ROAD SYS FOR 3867
1946.82	1111	OFF ROAD SYS FOR 3882
1947	1320	LAB-MINI BLENDER
1948	1220	OXYGEN MONITOR(S)
1948.1	1220	OXYGEN MONITOR - E DRYER
1948.2	1220	OXYGEN MONITOR - F DRYER
1948.3	1220	OXYGEN MONITOR 3
1949	1220	CARBON MONOXIDE MONITOR(S)
1949.1	1220	CARBON MONOXIDE MONITOR E DRYR
1949.2	1220	CARBON MONOXIDE MONITOR F DRYR
1949.3	1220	CARBON MONOXIDE & OXYGEN (X)
1950	1412	AIR CONDITIONERS
1950ACF1	1412	FIXED - ABOVE OLD CHANGE ROOM
1950ACF10	1412	FIXED - SCALEHOUSE ROOF
1950ACF11	1320	FIXED - L2 MTC SHOP
1950ACF12	1412	FIXED - BAKER LINE CONFERENCE
1950ACF13	1320	FIXED - L2 FORMING CONTROL
1950ACF14	1320	FIXED - L2 NON-SMOKING LUNCHRM
1950ACF15	1320	FIXED - L2 MCC
1950ACF16	1412	FIXED - FILE SERVER UNIT
1950ACF17	1412	FIXED - STAFF OFFICES BY
1950ACF1E	1412	RETURN AIR FOR ACF1
1950ACF2	1412	FIXED - ABOVE OLD CHANGE ROOM
1950ACF28	1412	FIXED - ENVIRONMENTAL OFFICE
1950ACF2E	1412	RETURN AIR FAN FOR ACF2
1950ACF3	1412	FIXED - OFFICE ATTIC
1950ACF4	1412	FIXED - ABOVE STOCKROOM
1950ACF5	1220	FIXED - L1 DRYER MCC ROOM
1950ACF6	1220	FIXED - L1 DRYER MCC
1950ACF7	1310	FIXED - L1 MAIN MCC
1950ACF8	1412	FIXED - Main Control Room
1950ACF9	1412	FIXED - BOARD ROOM & ADJ. OFF.
1950ACP1	1411	FIXED - ROOF TOP-GLOBE OFFICE
1950ACP10	1412	PORTABLE - ELECTRONICS SHOP
1950ACP11	1412	PORTABLE - PRODUCTIO MEETING
1950ACP12	1120	PORTABLE - DEBARKER ROOFTOP
1950ACP13	1120	PORTABLE - SLASHER ROOFTOP
1950ACP14	1820	PORTABLE - OFFICE IN MTCE SHOP
1950ACP15	1210	PORTABLE - MAIN TANGUAY 2400
1950ACP16	1120	PORTABLE - 2305 MAG CAT
1950ACP17	1210	PORTABLE - SPARE TANGUAY 2399
1950ACP18	1120	PORTABLE - GREEN END Loader's
1950ACP19	1820	PORTABLE - GDC ELECTRICAL SHOP
1950ACP20	1120	PORTABLE - MCC computer room
1950ACP21	1120	PORTABLE - GREEN END MTG ROOM
1950ACP22	1320	PORTABLE - PLANNERS OFFICE
1950ACP23	1411	PORTABLE - SHIPPING OFFICE
1950ACP24	1120	PORTABLE - LABOUR FOREMAN
1950ACP25	1320	PORTABLE - MAINTENANCE
1950ACP26	1210	PORTABLE - GREEN PRODUCTION
1950ACP27	1411	PORTABLE - LINE PRODUCTION
1950ACP28	1412	PORTABLE - LOST CONTROL OFFICE
1950ACP29	1412	PORTABLE - PLUMBING SHOP
1950ACP3	1111	PORTABLE - GARAGE LUNCH ROOM
1950ACP30	1220	PORTABLE - DRYER MAINTENANCE
1950ACP31	1220	PORTABLE - DRYER MEETING ROOM
1950ACP32	1411	PORTABLE - TRIMLINE L1 LUNCHRM
1950ACP33	1412	PORTABLE - PROCESS CONTROL OFF
1950ACP34	1310	PORTABLE - L1 MTC SUPERVISOR
1950ACP35	1320	PORTABLE - LAB QUALITY CONTROL
1950ACP36	1412	PORTABLE - TRAINING OFFICE
1950ACP37	1412	PORTABLE - SHIPPING OFFICE
1950ACP38	1310	PORTABLE - L2 MCC
1950ACP39	1412	PORTABLE - FILE SERVER
1950ACP4	1820	PORTABLE - SPARE CAN NOT FIND
1950ACP40	1111	PORTABLE - GARAGE OFFICE
1950ACP41	1412	PORTABLE - SCALE OPERATOR'S
1950ACP5	1120	PORTABLE - DEBARKER BUBBLE
1950ACP6	1120	PORTABLE - GREEN END LUNCHROOM
1950ACP7	1120	PORTABLE - DEBARKER ROOFTOP
1950ACP8	1120	PORTABLE - SLASHER CONTROL
1950ACP9	1411	Portable - Shipping Office
1951	1320	OLD PLANT CHILLER NORTH END
1952	1320	NEW PLANT CHILLER SOUTH END
1959G1	1210	HIGH VOLTAGE GLOVES PAIR 1
1959G2	1210	HIGH VOLTAGE GLOVES PAIR 2
1960	1412	POWER TRANSFORMERS

Equip #	Business Unit	Description
1961	1412	POWER DIST TO MCC'S
1962	1412	LIGHTING GENERAL
1962EL	1412	EMERGENCY LIGHTING
1963	1111	L1 STANDBY GENERATOR
1965	1412	ELECT HTR(S)
1966	1412	ELECT OUTLETS & CABLING
1967	1112	WOOD HANDLING
1969	1112	LANDFILL
1970	1112	YARD MAINTENANCE
1971	1112	YARD AGGREGATE
1972	1112	TRUCK SCALE
1973	1112	FUEL PUMPS AND TANKS
1974	1112	LAGOON
1976	1111	HIGH PRESSURE STEAM CLEANER
1977	1412	PROPANE FILLING STATION
1979	1412	SURVEILLANCE EQUIP - CAMERAS
1980	1412	BUILDINGS
1981	1412	OH DOORS
1982	1412	ROOF CLEANING
1983	1310	PREVENTATIVE MAINTENANCE
1984	1412	HOT WATER HTR ABOVE MTC
1985	1412	CONVENTIONAL GAS & ELECT WATER
1986	1412	FALL ARREST SYSTEMS
1986B1	1412	FALL ARREST SYSTEM - BAY 1
1986B2	1412	FALL ARREST SYSTEM - BAY 2
1986B3	1412	FALL ARREST SYSTEM - BAY 3
1987	1820	STOCKROOM ELEVATOR
1988	1411	HINGED LOADING RAMP
1989	1412	MANDOORS
1990	1412	ROOF / TIN REPAIRS
1991	1320	PLANT MONORAIL OH & JIB CRANES
1991.1	1320	HOIST - Central Shop
1991.10	1320	HOIST MONORAIL SOUTH END L2
1991.11	1320	MONORAIL for CONV L2
1991.12	1320	HOIST MONORAIL S END BLENDER
1991.13	1320	MONORAIL-CHILLER ROOM-ABOVE
1991.14	1320	MONORAIL TO BLOWERS UNDER L2
1991.15	1320	OH CRANE L2 RESIN ROOM
1991.16	1320	JIB CRANE FOR DRIVE MOTOR 49
1991.17	1320	JIB CRANE FOR DRIVE MOTOR 50
1991.18	1320	JIB CRANE FOR DRIVE MOTOR 51
1991.19	1320	JIB CRANE FOR DRIVE MOTOR 52
1991.2	1320	1TON TROLLEY PRESS PIT 2 N END
1991.20	1320	JIB CRANE FOR DRIVE MOTOR 53
1991.21	1320	JIB CRANE FOR DRIVE MOTOR 55
1991.22	1320	JIB SOUTH END OF L2 PRESS PIT
1991.23	1320	MONORAIL L2 PRESS SCRUBBER
1991.24	1320	JIB CRANE - CABLE HOIST MOUNT
1991.25	1320	JIB CRANE - CABLE HOIST ON ROD
1991.26	1320	JIB CRANE - T/O PRESS PIT 2
1991.27	1320	JIB CRANE-ABOVE PRESS PIT 2
1991.28	1320	MONORAIL TOP OF BAKER MTG ROOM
1991.29	1320	MONORAIL TOP OF LAB, NORTH
1991.3	1320	1TON AIR HOIST L2 PRESS PIT
1991.30	1320	KITO HOIST OVER L2 BLEND INFEE
1991.31	1320	KITO HOIST OVER L2 BLEND OUTFE
1991.32	1320	1TON BUDGIT CRANE CAUL SHOP
1991.33	1320	JIB - L2 FINES SILO SCREW
1991.34	1320	JIB CRANE - CENTRAL SHOP
1991.4	1320	HOIST L2 FACE POWDER RESIN
1991.5	1320	HOIST L2 CORE POWDER RESIN
1991.6	1320	JIB CRANE-MAIN BEAM ABOVE 2021
1991.7	1320	1TON HOIST (OVER SL2 L2)
1991.8	1320	MONORAIL (OVERTOP PRESS PIT 2)
1991.9	1320	MONORAIL (OVERTOP L2)
1992	1310	PLANT MONORAIL OH & JIB CRANES
1992.1	1310	OH CRANE L1 SCREEN ROOM
1992.10	1310	MONORAIL - SE CORNER L1 PRESS
1992.11	1310	MONORAIL - SW CORNER L1 PRESS
1992.12	1310	MONORAIL - L1 LOADER
1992.13	1310	MONORAIL - L1 UNLOADER
1992.14	1310	JIB - L1 POWDER-SCREEN ROOM
1992.15	1310	JIB - L1 FINES SILO SCREW
1992.16	1310	JIB - L1 FCOS
1992.17	1310	JIB - L1 LOADER - SE CORNER
1992.2	1310	HOIST MONORAIL TOP OF L1 SILOS
1992.3	1310	TOP OF PRESS 1 TROLLEYS & BEAM
1992.4	1310	MONORAIL - S END L1 FACE HEADS
1992.5	1310	MONORAIL-NORTH OF FACE HEAD L1
1992.6	1310	JIB CRANE - L1 PUMP ROOM
1992.7	1310	MONORAIL - L1 PRESS SCRUBBER
1992.8	1310	MONORAIL L1 CAUL REMOVAL HOIST

Equip #	Business Unit	Description
1992.9	1310	MONORAIL - NE CORNER L1 PRESS
1993	1120	PLANT MONORAIL OH & JIB CRANES
1993.1	1120	MONORAIL CRANE OUTFEED CONV
1993.10	1120	2TON HOIST D1 INFEED DECK
1993.11	1120	JIB CRANE FOR WASTE CONV 2351
1993.12	1120	3TON OH CRANE SLASHER DECK
1993.13	1120	MONORAIL CRANE SLASHER DECK
1993.14	1120	JIB CRANE FOR 2342
1993.15	1120	JIB CRANE FOR 2386
1993.16	1120	MONORAIL CRANE FOR 2355
1993.17	1120	JIB CRANE FOR 2324
1993.18	1120	MONORAIL-DEBARKER STEEL RACK
1993.2	1120	5TON OH CRANE DEBARKERS
1993.3	1120	JIB CRANE OVER CUTOFF SAW
1993.4	1120	MONORAIL CRANE DEBARKER SHOP
1993.5	1120	10TON OH CRANE
1993.6	1120	JIB CRANE FOR 2353
1993.7	1120	JIB CRANE FOR 2354
1993.8	1120	JIB CRANE FOR 2369
1993.9	1120	JIB CRANE - MOTOR END OF 2368
1994	1411	PLANT MONORAIL OH & JIB CRANES
1994.1	1411	8TON OH CRANE - WAREHOUSE
1995	1111	PLANT MONORAIL OH & JIB CRANES
1995.1	1111	3TON OH CRANE - GARAGE BAY 1
1995.2	1410	3TON OH CRANE - SANDER LINE
1995.3	1111	5TON OH CRANE - GARAGE BAY2&3
1995.4	1111	3TON OH CRANE
1996	1220	PLANT MONORAIL OH & JIB CRANES
1996.1	1220	JIB CRANE DRYER BLDG SHOP
1996.10	1220	MONORAIL TO 2724 M1 EPI FD FAN
1996.11	1220	MONORAIL TO 2631 M1 MOTOR
1996.12	1220	MONORAIL L1 EPI FAN
1996.13	1220	MONORAIL IN ROOM UNDER DRYER
1996.14	1220	MONORAIL TO WET BINS L2
1996.15	1220	MONORAIL HEAD OF FUEL CONV IN
1996.16	1220	JIB CRANE-BEAM TO 1800 SERIES
1996.17	1220	JIB CRANE-CABLE HOISTS ON CATW
1996.18	1220	JIB CRANE-CABLE HOIST ON NEW
1996.2	1220	F DRYER JIB CRANE FOR 2623 M1
1996.3	1220	JIB CRANE E DRYER FOR 2613 M1
1996.4	1220	MONORAIL TO 2615 FAN
1996.5	1220	MONORAIL TO 2625 FAN
1996.6	1220	MONORAIL TO 2717 M1 AIR FAN
1996.7	1220	MONORAIL TO 2710 M1 AIR FAN
1996.8	1220	MONORAIL TO 2727 M1 HTR FAN
1996.9	1220	MONORAIL TO 2714 M1 FD FAN ON
1997	1210	PLANT MONORAIL OH & JIB CRANES
1997.1	1210	JIB CRANE FOR DRIVE MOTOR 16
1997.2	1210	JIB CRANE FOR DRIVE MOTOR 47
1997.3	1210	JIB CRANE FOR DRIVE MOTOR 48
2000	1320	FACE SPLITTER GATE
2001	1320	FACE DIST SCREW CONV 1
2001M2	1320	DIST SCREW 1 HYD PUMP
2001M3	1320	DIST SCREW 1 HYD FLUID HTR
2001M4	1320	DIST SCREWS HYD FAN
2002	1320	FACE FORMING BIN 1
2002M1	1320	FORMING BIN 1 RAKE BACK CONV
2002M2	1320	FORMING BIN 1 BOTTOM BELT
2002M3	1320	FORMING BIN 1 BRUSH
2002M4	1320	FORMING BIN 1 DISCHARGE ROLLS
2003	1320	FORMING HEAD LENGTHWISE 1
2003M1	1320	FORMING HEAD 1 DIVIDING ROLLS
2003M2	1320	FORMING HEAD 1 SPREADING ROLLS
2003M3	1320	FORMING HEAD 1 HEIGHT ADJ
2003M4	1320	FORMING HEAD 1 HEIGHT ADJ
2003M5	1320	FORMING HEAD 1 SIDE ROLLS
2003M6	1320	FORMING HEAD 1 SIDE ROLLS
2004	1320	ELECTRICAL CONTROLS - LINE 2
2004I	1320	PLC I - L2 FORMING (HEADS)
2004K	1320	PLC K - L2 FORMING (LINE)
2004L	1320	PLC L - L2 LOADING/UNLOADING
2005	1320	FACE DIST SCREW CONV 2
2005M2	1320	DIST SCREW 2 HYD PUMP
2006	1320	FACE FORMING BIN 2
2006M1	1320	FORMING BIN 2 RAKE BACK CONV
2006M2	1320	FORMING BIN 2 BOTTOM BELT
2006M3	1320	FORMING BIN 2 BRUSH
2006M4	1320	FORMING BIN 2 DISCHARGE ROLLS
2007	1320	FORMING HEAD LENGTHWISE 2
2007M1	1320	FORMING HEAD 2 DIVIDING ROLLS
2007M2	1320	FORMING HEAD 2 SPREADER ROLLS
2007M3	1320	FORMING HEAD 2 HEIGHT ADJ

Equip #	Business Unit	Description
2007M4	1320	FORMING HEAD 2 HEIGHT ADJ
2007M5	1320	FORMING HEAD 2 SIDE ROLLS
2007M6	1320	FORMING HEAD 2 SIDE ROLLS
2008	1320	FINES DIST SCREW
2008M2	1320	FINES DIST SCREW HYD PUMP
2009	1320	FINES FORMING BIN 2
2009M1	1320	FINES FORMING BIN RAKE BACK
2009M2	1320	FINES FORMING BIN BOTTOM BELT
2009M3	1320	FINES FORMING BIN DISCHARGE
2010	1320	CORE SPLITTER GATE
2011	1320	CORE DIST SCREW CONV 1
2011M2	1320	CORE DIST SCREW 1 HYD PUMP
2012	1320	CORE FORMING BIN 1
2012M1	1320	CORE FORMING BIN 1 RAKE BACK
2012M2	1320	CORE FORMING BIN 1 BOTTOM BELT
2012M3	1320	CORE FORMING BIN 1 BRUSH
2012M4	1320	CORE FORMING BIN 1 DISCHARGE
2013	1320	CORE FORMING HEAD CROSSWISE 1
2013M1	1320	CORE FORMING HEAD 1 DIVIDING
2013M2	1320	CORE FORMING HEAD 1 SIDE ROLLS
2013M3	1320	CORE FORMING HEAD 1 SPREADER
2013M4	1320	CORE FORMING HEAD 1 HEIGHT ADJ
2013M5	1320	CORE FORMING HEAD 1 HEIGHT ADJ
2014	1320	CORE LENGTHWISE ORIENTOR 1
2015	1320	CORE DIST SCREW CONV 2
2015M2	1320	CORE DIST SCREW 2 HYD PUMP
2016	1320	CORE FORMING BIN 2
2016M1	1320	CORE FORMING BIN 2 RAKE BACK
2016M2	1320	CORE FORMING BIN 2 BOTTOM BELT
2016M3	1320	CORE FORMING BIN 2 BRUSH
2016M4	1320	CORE FORMING BIN 2 DISCHARGE
2017	1320	CORE FORMING HEAD CROSSWISE 2
2017M1	1320	CORE FORMING HEAD 2 DIVIDING
2017M2	1320	CORE FORMING HEAD 2 SIDE ROLLS
2017M3	1320	CORE FORMING HEAD 2 SPREADER
2017M4	1320	CORE FORMING HEAD 2 HEIGHT ADJ
2017M5	1320	CORE FORMING HEAD 2 HEIGHT ADJ
2018	1320	CORE LENGTHWISE ORIENTOR 2
2019	1320	FINES LAYER FORMING HEAD
2019M1	1320	FINES FORMING HEAD ROLLS 1
2019M2	1320	FINES FORMING HEAD ROLLS 2
2020	1320	2 SPREADING WALLS
2021	1320	FORMING LINE 2
2021M1	1320	FORMING LINE AND SIDE WALL
2021M2	1320	FORMING LINE DRIVE FAN 1
2021M3	1320	FORMING LINE DRIVE FAN 2
2021M4	1320	FORMING LINE BRUSH 1
2021M5	1320	FORMING LINE BRUSH 2
2021M6	1320	FORMING LINE BRUSH 3
2022	1320	CAUL SCREENS FOR FORMING L2
2023	1320	FCOS - FLYING CUT-OFF SAW
2023H5	1320	FCOS HYD FLUID HTR
2023M1	1320	FCOS SAW BLADE 1
2023M2	1320	FCOS SAW BLADE 2
2023M3	1320	FCOS HYD PUMP
2023M4	1320	FCOS HYD FAN
2023M6	1320	FCOS RETURN DRIVE
2023M7	1320	FCOS DRIVE FAN 1
2023M8	1320	FCOS DRIVE FAN 2
2023SD	1320	FCOS SERVO DRIVE CONTROLLER
2023SD1	1320	FCOS SERVO DRIVE MOTOR 1
2023SD2	1320	FCOS SERVO DRIVE MOTOR 2
2024	1320	SPEED-UP BELT CONV 1
2025	1320	SPEED-UP BELT CONV 2
2026	1320	TIPPLE BELT CONV WITH GATE
2026M1	1320	TIPPLE BELT CONV
2026M2	1320	BELT CONV TIPPLE HOIST DRIVE
2027	1320	FORMING L2 CATWALKS & SUPPORTS
2028	1320	REJECT CHAIN CONV
2029	1320	DOUBLE TIPPLE BELT CONV
2029M1	1320	TOP TIPPLE BELT CONV
2029M2	1320	BOTTOM TIPPLE BELT CONV
2029M3	1320	DOUBLE TIPPLE HOIST DRIVE BELT
2030	1320	LOADER
2030M10	1320	PALLET LOADING BEAM
2030M11	1320	PALLET LOADING BEAM DRIVE
2030M12	1320	PALLET LOADING BEAM DRIVE
2030M13	1320	LOADING BEAM EXTENSION DRIVE
2030M14	1320	LOADER/PRESS HEAT CURTAINS
2030M15	1320	LOADER SHOE BRAKE
2030M2	1320	LOADER HOIST DRIVE FAN 1
2030M3	1320	LOADER HOIST DRIVE FAN 2

Equip #	Business Unit	Description
2030M4	1320	LUG CHAINS OPENING 183 DRIVE
2030M5	1320	LUG CHAINS OPENING 183 DRIVE
2030M6	1320	LUG CHAINS OPENING 183 DRIVE
2030M7	1320	LUG CHAINS OPENING 284 DRIVE
2030M8	1320	LUG CHAINS OPENING 284 DRIVE
2030M9	1320	LUG CHAINS OPENING 284 DRIVE
2031	1320	HEAD BAR CLAMPING DEVICE
2031M1	1320	LEFT HEAD BAR CLAMP
2031M2	1320	RIGHT HEAD BAR CLAMP
2031M3	1320	HEAD BAR CLAMPING TRANSFER
2031M4	1320	HEAD BAR CLAMPING TRANSFER
2031M5	1320	HEAD BAR CLAMPING TRANSFER
2032	1320	UNLOADER
2032M2	1320	UNLOADER HOIST DRIVE FAN 1
2032M3	1320	UNLOADER HOIST DRIVE FAN 2
2032M4	1320	EXTRACTION BEAM
2032M5	1320	EXTRACTION BEAM DRIVE FAN 1
2032M6	1320	EXTRACTION BEAM DRIVE FAN 2
2032M7	1320	EXTRACTION BEAM CLAMPS
2032M8	1320	UNLOADER SHOE BRAKE
2035	1320	TRIANGLE CHAIN CONV
2035M1	1320	TRIANGLE CHAIN 1 DRIVE
2035M2	1320	TRIANGLE CHAIN 1 DRIVE FAN 1
2035M3	1320	TRIANGLE CHAIN 1 DRIVE FAN 2
2035M4	1320	TRIANGLE CHAIN 2 DRIVE
2035M5	1320	TRIANGLE CHAIN 2 DRIVE FAN 1
2035M6	1320	TRIANGLE CHAIN 2 DRIVE FAN 2
2036	1320	PINCH ROLLER
2037	1320	DECLINE BELT CONV
2038	1320	RETURN BELT CONV 1
2039	1320	RETURN BELT CONV 2
2040	1320	RETURN BELT CONV 3
2041	1320	RETURN BELT CONV 4
2042	1320	RETURN BELT CONV 5
2043	1320	INCLINED CHAIN CONV 1
2044	1320	INCLINED CHAIN CONV 2
2045	1320	MAT SAW & LINE 2 SIDE
2045M1	1320	WEST SAW MOTOR
2045M2	1320	MAT SAW EAST SAW MOTOR
2045M3	1320	COMPRESSION BELTS MOTOR
2046	1320	INCLINED CHAIN CONV 3
2047	1320	FORMING LINE FEED CONV
2048	1320	CAUL CLEANING SYS
2048M1	1320	CAUL CLEANING TIPPLE CONV
2048M2	1320	CAUL CLEANING TRANSFER CONV
2048M3	1320	CAUL CLEANING DRYING FAN
2048M4	1320	CAUL CLEANING HIGH PRESSURE
2048M5	1320	CAUL CLEANING - CAUL WINDER
2049	1320	CAUL SCREENS L2
2050	1320	L2 SCALE (MDI)
2051	1320	MAT WEIGH SCALE 1
2052	1320	MAT WEIGH SCALE 2
2053	1320	FACE WEIGH BELT
2054	1320	FACE POWDER RESIN UNLOADING
2054M1	1320	FACE HOPPER CONE VIBRATOR
2054M2	1320	FACE HOPPER SCREEN VIBRATOR
2054M3	1320	FACE HOPPER FILTER
2055	1320	FACE POWDER RESIN WEIGH SYS
2055M1	1320	FACE RESIN DOSING SCREW CONV
2055M2	1320	FACE RESIN DOSING AGITATOR
2056	1320	FACE LIQUID RESIN WEIGH VESSEL
2057	1320	FACE LIQUID RESIN MTRG PUMP
2058	1320	FACE WAX WEIGH SYS
2059	1320	FACE WAX MTRG PUMP
2062	1320	CORE L2 BLENDER CATALYST
2063	1320	CORE WEIGH BELT
2064	1320	CORE POWDER RESIN UNLOADING
2064M1	1320	CORE RESIN HOPPER VIBRATOR
2064M2	1320	CORE RESIN HOPPER SCREEN
2064M3	1320	CORE RESIN HOPPER FILTER
2065	1320	CORE POWDER RESIN WEIGH SYS
2065M1	1320	CORE RESIN DOSING SCREW CONV
2065M2	1320	CORE RESIN DOSING AGITATOR
2066	1320	CORE LIQUID RESIN WEIGH VESSEL
2067	1320	CORE L2 BLENDER RESIN SUPPLY &
2068	1320	CORE WAX WEIGHING SYSTEM
2069	1320	CORE WAX MTRG PUMP
2071	1320	PRE COMPRESSION ROLL 1
2072	1320	PRE COMPRESSION ROLL 2
2080	1320	PRESS PIT CLEAN UP CONVEYOR
2081	1320	PRESS PIT CLEAN UP CONV
2082	1320	TRIANGLE CONV WASTE SCREW 2

Equip #	Business Unit	Description
2101	1320	PRESS 2
2102	1320	SIMULTANEOUS ARMS FOR PRESS 2
2102M1	1320	SIMULTANEOUS ARMS HYD PUMP L2
2103	1320	PRESS 2 HYD
2103M1	1320	LOW PRESSURE PUMP 1
2103M10	1320	LOW PRESSURE PUMP 4
2103M11	1320	HIGH PRESSURE PUMP 5
2103M2	1320	LOW PRESSURE PUMP 2
2103M3	1320	LOW PRESSURE PUMP 3
2103M4	1320	HIGH PRESSURE PUMP 1
2103M5	1320	HIGH PRESSURE PUMP 2
2103M6	1320	HIGH PRESSURE PUMP 3
2103M7	1320	HIGH PRESSURE PUMP 4
2103M8	1320	AIR COMPRESSOR
2103M9	1320	PRESS HYD FILTER PUMP
2103PR01	1320	PRESS RAM 1
2103PR02	1320	PRESS RAM 2
2103PR03	1320	PRESS RAM 3
2103PR04	1320	PRESS RAM 4
2103PR05	1320	PRESS RAM 5
2103PR06	1320	PRESS RAM 6
2103PR07	1320	PRESS RAM 7
2103PR08	1320	PRESS RAM 8
2103PR09	1320	PRESS RAM 9
2103PR10	1320	PRESS RAM 10
2103PR11	1320	PRESS RAM 11
2103PR12	1320	PRESS RAM 12
2103PR13	1320	PRESS RAM 13
2103PR14	1320	PRESS RAM 14
2104	1320	ELECTRICAL CONTROLS - PRESS 2
2104M	1320	PLC M - L2 PRESSING
2104M	1320	PLC M - L2 PRESSING
2105	1320	PRESS ELECTRICS
2106	1320	PRESS COOLING SYS
2106M1	1320	WATER COOLING FAN 1
2106M2	1320	WATER COOLING FAN 2
2106M3	1320	WATER COOLING FAN 3
2106M4	1320	WATER COOLING FAN 4
2106M5	1320	WATER COOLING PUMP
2107	1320	HIGH PRESSURE ACCUMULATORS
2150	1320	CAMERAS L2
2151	1320	BAKER CONSUMABLES
2152	1320	BAKER HOSES & FITTINGS
2153	1320	BAKER OIL & GREASE
2154	1320	BAKER WELDING
2155	1320	BAKER MILLWRIGHT SHOP
2156	1320	BAKER REPLACE TOOLS
2157	1320	BAKER RADIOS
2158	1320	BAKER STEEL
2159	1320	SUMP PUMPS L2
2160	1320	BAKER SAFETY SUPPLIES
2161	1320	BAKER COURIER & DELIVERY
2162	1320	BAKER LOCAL BUILDING MTC
2164	1320	L2 PREDICTIVE MAINTENANCE
2165	1320	L2 PREDICTIVE MEETINGS
2196	1411	SAWFILING - DEBARKERS
2197	1411	SAWFILING - SLASHER
2198	1411	SAWFILING - TRIMSaws
2199	1411	SAWFILING - CUTTERHEADS
2200	1411	PANEL MARKING SYS
2201	1411	BELT CONV
2201M1	1411	PINCH ROLLER
2202	1411	TIPPLE CONV TO ACCUMULATOR
2203	1411	BOARD ACCUMULATOR
2203H2	1411	HYD FLUID HTR - ACCUMULATOR
2203M1	1411	ACCUMULATOR HYD PUMP
2203M2	1411	HYD FAN - ACCUMULATOR
2203M3	1411	ACCUMULATOR ROLLER CONV
2204	1411	1ST PASS PRETRIM Saws
2204M1	1411	1ST PASS PRETRIM INFEED ROLL
2204M2	1411	1ST PASS PRETRIM LEFT HOG SAW
2204M3	1411	1ST PASS PRETRIM RIGHT HOG SAW
2205	1411	PRETRIM TRANSFER CORNER
2206	1411	2ND PASS PRETRIM Saws
2206M1	1411	2ND PASS PRETRIM INFEED CHAINS
2206M2	1411	2ND PASS PRETRIM LEFT HOG SAW
2206M3	1411	2ND PASS PRETRIM RIGHT HOG SAW
2207	1411	CORNER TRANSFER ROLLS
2208	1411	SAW INFEED CONV ROLLS
2209	1411	CROSS TRANSFER BELT CONV 1
2210	1411	SANDER INFEED CONV ROLLS
2211	1411	STACKER/FEDER

Equip #	Business Unit	Description
2211H3	1411	HYD FLUID HTR - STACKER/FEEDER
2211M1	1411	STACKER/FEEDER HYD PUMP
2211M2	1411	HYD FAN - STACKER/FEEDER
2212	1411	STACKER OUTFEED CONV ROLLS
2213	1411	CROSS TRANSFER BELT CONV
2214	1411	JUMBO STACKER/FEEDER
2214H3	1411	JUMBO STACKER/FEEDER HYD HTR
2214M1	1411	HYD PUMP JUMBO STACKER/FEEDER
2214M2	1411	HYD FAN JUMBO STACKER/FEEDER
2215	1411	STACKER SHUTTLE CONV
2215H2	1411	HYD FLUID HTR - STACKER SHUTTLE
2215M1	1411	HYD PUMP - STACKER SHUTTLE
2216	1411	STACK TRANSFER CONV 1
2217	1411	STACK TRANSFER CONV 2
2218	1411	STACK TRANSFER CONV 3
2219	1411	EMERG STACKER/FEEDER SYS L2
2219M1	1411	CORNER TRANSFER BELT CONV
2219M2	1411	HYD POWER UNIT
2219M3	1411	HYD COOLING FAN
2219M4	1411	NEG AIR STACKER/FEEDER BLOWER
2219M5	1411	STACKER OUTFEED/INFEED CONV
2220	1411	NAILING INK LINE - GLOBE
2220M1	1411	T&G RIGHT SIDE GROOVE SAW
2220M2	1411	T&G LEFT SIDE TONGUE SAW
2221	1411	1ST PASS TRIM SAWS
2221M1	1411	1ST PASS TRIM INFEED ROLLS
2221M2	1411	1ST PASS TRIM LEFT HOG SAW
2221M3	1411	1ST PASS TRIM RIGHT HOG SAW
2221M4	1411	1ST PASS TRIM CENTER SAW
2222	1411	TRIM TRANSFER CORNER
2223	1411	2ND PASS TRIM SAWS
2223M1	1411	2ND PASS TRIM INFEED CHAINS
2223M2	1411	2ND PASS TRIM LEFT HOG SAW
2223M3	1411	2ND PASS TRIM RIGHT HOG SAW
2223M4	1411	2ND PASS TRIM CENTER SAW 1
2223M5	1411	2ND PASS TRIM CENTER SAW 2
2223M6	1411	2ND PASS TRIM CENTRE SAW 3
2224	1411	CORNER TRANSFER BELT CONV
2224M1	1411	2ND PASS LONG BELT CONV
2224M2	1411	2ND PASS SHORT BELT CONV
2224M3	1411	2ND PASS OUTFEED CORNER
2225	1411	TRIMLINE CATWALKS & SUPPORTS
2226	1411	GRADING CONV SYS (#1)
2226M1	1411	GRADING CONV #1
2227	1411	GRADING CONV #2
2228	1411	STACKER INFEED TIPPLE CONV
2229	1411	STACKER 1 - 4X8 - 4X12
2229H3	1411	HYD FLUID HTR - STACKER
2229M1	1411	HYD PUMP - STACKER
2229M2	1411	HYD FAN - STACKER
2230	1411	STACKER 2 - 4X4 - 4X8
2231	1411	STACKER 3 - 4X8
2232	1411	REJECT BOARD BIN
2233	1411	BUNDLE TRANSFER CONV
2233M2	1411	BUNDLE TRANSFER CONV
2233M3	1411	BUNDLE TRANSFER CONV
2233M4	1411	BUNDLE TRANSFER CONV
2234	1411	BUNDLE TURNER
2235	1411	STRAPPER
2235M1	1411	HYD PUMP 1 - STRAPPER
2235M2	1411	HYD PUMP 2 - STRAPPER
2235M3	1411	HYD COOLER - STRAPPER
2236	1411	OUTFEED CONV & LIFT TABLE
2236M1	1411	PAINT BOOTH OUTFEED CONV 1
2236M2	1411	PAINT BOOTH OUTFEED CONV 2
2237	1411	STENCILING MACHINE
2238	1411	WASTE CONV
2238M1	1411	PRETRIM SAWS WASTE CONV
2238M2	1411	TRIM SAWS WASTE CONV
2238M3	1411	WASTE CONV AFTER RECOM
2239	1411	ELECTRICAL CONTROLS - GLOBE
2239N	1411	PLC N - GLOBE
2239NP	1411	PLC NP - GLOBE PAINTBOOTH
2239NS	1411	PLC NS - GLOBE STRAPPER
2241	1411	8X8 OUTFEED TABLE 1
2242	1411	8X8 OUTFEED TABLE 2
2243	1411	2ND PASS OUTFEED DUMP ROLLERS
2244	1411	OUTFEED BOARD DUMP ROLL CASE
2245	1411	BUNDLE WEIGHER
2247	1411	BUNDLE PAINTING TURN TABLE
2248	1411	IN LINE PAINT BOOTH
2249	1411	90 DEGREE TURN TABLE

Equip #	Business Unit	Description
2250	1411	STRAPPER INFEED CONV
2251	1820	SANDER
2251M1	1820	SANDER FEED SYSTEM DRIVE
2251M2	1820	SANDER LIFT SYSTEM DRIVE
2251M3	1820	SANDER CALIBRATING HEAD 1
2251M4	1820	SANDER CALIBRATING HEAD 2
2251M5	1820	SANDER FINISHING HEAD 1
2251M6	1411	SANDER FINISHING HEAD 2
2252	1411	STRAPPER INFEED
2253	1411	STRAPPER OUTFEED CONV
2254	1411	DISCHARGE CONV
2256	1411	GRAVITY ROLL CASE
2257	1411	4' ROTARY BRUSH AFTER T&G
2259	1411	GLOBE WATER SPRAY SYS
2260	1820	PAINT BOOTH
2261	1411	BOARD GRADING SYS L2
2261HD1	1411	EWS MEASURING HEAD ASSEMBLY 1
2261HD2	1411	EWS MEASURING HEAD ASSEMBLY 2
2261HD3	1411	EWS MEASURING HEAD ASSEMBLY 3
2261HD4	1411	EWS MEASURING HEAD ASSEMBLY 4
2261HD5	1411	EWS MEASURING HEAD ASSEMBLY 5
2261HD6	1411	EWS MEASURING HEAD ASSEMBLY 6
2261HD7	1411	EWS MEASURING HEAD ASSEMBLY 7
2262	1411	BOARD CLEANING ROLLS
2299	1411	HAND STRAPPER
2300	1120	SLASHER TANGUAY
2301	1120	SLASHER CATWALKS & SUPPORTS
2302	1120	ELECTRICAL CONTROLS - SLASHER
2302A	1120	PLC A - SLASHER
2305	1120	MAGAZINE LOADER (225 CAT)
2306	1120	70' INFEED DECK
2307	1120	STEP FEEDER
2308	1120	70' INFEED DECK WASTE CONV
2309	1120	14' RE-ENTRY WASTE CONV
2311	1120	SLASHER INFEED DECK
2312	1120	DRUM UNSCRAMBLER
2313	1120	EVEN END ROLLS
2313M1	1120	EVEN END ROLLS 1
2313M2	1120	EVEN END ROLLS 2
2313M3	1120	EVEN END ROLLS 3
2314	1120	SLASHER DECK
2314M1	1120	SLASHER SWING SAW 1
2314M2	1120	SLASHER SWING SAW 2
2314M3	1120	SLASHER SWING SAW 3
2314M4	1120	SLASHER SWING SAW 4
2314M5	1120	SLASHER SWING SAW 5
2314M6	1120	SLASHER SWING SAW 6
2314M7	1120	SLASHER BUTT SAW
2314M8	1120	SLASHER DECK FEED HYD PUMP
2314M9	1120	TOP SAW
2315	1120	SORTING GATE SYS
2316	1120	LOG RE-ENTRY SYS
2316M1	1120	RE-ENTRY DECK CHAIN (OUTFEED)
2316M2	1120	RE-ENTRY COOLER LOOP PUMP
2316M3	1120	RE-ENTRY COOLING FAN
2317	1120	RE-ENTRY GATES & PRENTICE
2319	1120	HYD POWER PACK 1 - UNIT 1 2 & 3
2319H1	1120	HYD FLUID HTR 1
2319H2	1120	HYD FLUID HTR 2
2319H3	1120	HYD FLUID HTR 3
2319M1	1120	HYD POWER PACK 1 - PUMP
2319M2	1120	HYD POWER PACK 2 - PUMP
2319M3	1120	COOLER LOOP FOR 2311
2319M4	1120	COOLER LOOP FOR 2312
2319M5	1120	FAN 1 for HPU 1
2319M6	1120	FAN 2 for HPU 2
2319M7	1120	FAN 3 for HPU 3
2319M8	1120	COOLER LOOP FOR 2314
2320	1120	SLASHER OUTFEED CONV TO D1
2321	1120	INFEED CONV TO D1 SURGE DECK
2322	1120	D1 SURGE DECK
2322M1	1120	SERGE DECK 1 HYD PUMP
2323	1120	D1 SURGE DECK SINGULATOR
2324	1120	D1 INFEED CONV
2325	1120	D1 OUTFEED CONV
2326	1120	POND 1 MAGAZINE INFEED DECK
2326M1	1120	DECK 1 HYD PUMP
2327	1120	POND 2 MAGAZINE INFEED DECK
2327M1	1120	DECK 2 HYD PUMP
2328	1120	POND 3 MAGAZINE INFEED DECK
2328M1	1120	DECK 3 HYD PUMP
2329	1120	HYD POWER PACK 2

Equip #	Business Unit	Description
2329H1	1120	POWER PACK 2 HYD HTR
2329M1	1120	POWER PACK 2 HYD PUMP
2329M2	1120	COOLER LOOP FOR 2322
2329M3	1120	POWER PACK 2 HYD FAN
2330	1120	SLASHER OUTFEED CONV TO D2
2330M2	1120	L2 PICK ROLL
2331	1120	INFEED CONV TO D2 SURGE DECK
2332	1120	D2 SURGE DECK
2332M1	1120	SERGE DECK 2 HYD PUMP
2333	1120	D2 SURGE DECK SINGULATOR
2334	1120	D2 INFEED CONV
2335	1120	D2 OUTFEED CONV
2336	1120	BELT WASTE CONVY FOR END OF
2339	1120	HYD POWER PACK 3
2339H1	1120	HYD FLUID HTR
2339M1	1120	POWER PACK 3 HYD PUMP
2339M2	1120	COOLER LOOP FOR 2332
2339M3	1120	POWER PACK 3 HYD FAN
2340	1120	SLASHER OUTFEED CONV TO D3
2340M2	1120	L3 PICK ROLL
2341	1120	INFEED CONV TO D3 SURGE DECK
2342	1120	D3 SURGE DECK
2342M1	1120	SERGE DECK 3 HYD PUMP
2343	1120	D3 SURGE DECK SINGULATOR
2344	1120	D3 INFEED CONV
2345	1120	D3 OUTFEED CONV
2349	1120	HYD POWER PACK 4
2349H1	1120	HYD FLUID HTR
2349M1	1120	POWER PACK 4 HYD PUMP
2349M2	1120	COOLER LOOP FOR 2342
2349M3	1120	POWER PACK 4 HYD FAN
2350	1120	DRUM UNSCRAMBLER WASTE CONV
2351	1120	BUTT SAW WASTE CONV
2352	1120	DEBARKER L1 WASTE CONV
2353	1120	DEBARKER L2 WASTE CONV
2354	1120	DEBARKER L3 WASTE CONV
2355	1120	MAIN WASTE COLL CONV
2356	1120	WASTE CONV TO HOG
2356M2	1120	HOG FUEL DIVERTING GATE
2357	1820	SCALPING SCREEN
2357M1	1820	SCALPING SCREENS DRIVE 1
2357M2	1820	SCALPING SCREENS DRIVE 2
2358	1120	METAL DETECTOR BELT
2359	1120	HOG FUEL 2 WAY DIVERTING GATE
2359H2	1120	DIVERTOR GATE HYD FLUID HTR
2359M1	1120	DIVERTOR GATE HYD PUMP
2360	1120	HOG FUEL CATWALKS & SUPPORTS
2361	1120	ELECTRICAL CONTROLS - DEBARKER
2361B	1120	PLC B - DEBARKER (1283)
2361B	1120	PLC B - DEBARKER SCANNER
2362	1120	D1 INFEED WASTE COLL CONV
2363	1120	D2 INFEED WASTE COLL CONV
2364	1120	D3 INFEED WASTE COLLECT CONV
2365	1120	STEP FEEDER WASTE CONV
2366	1120	EVEN END ROLLS WASTE CONV
2367	1120	SLASHER DECK POCKET WASTE CONV
2368	1120	VENEER RE-ENTRY CONV
2369	1120	D1 SURGE DECK SINGULATOR WASTE
2370	1120	RADIAL WASTE STACKING CONV
2370M2	1120	RADIAL STACKING CONV WHEEL DRI
2371	1120	TRUCK DUMP WET FUEL BIN
2371H2	1120	HYD FLUID HTR - TRUCK DUMPER
2371H4	1120	HYD FLUID HTR - LIVE BOTTOM
2371M1	1120	TRUCK DUMPER HYD PUMP
2371M3	1120	TRUCK DUMP LIVE BOT HYD PUMP
2371M5	1120	TRUCK DUMP RAKE BACK DRUM
2371M6	1120	AIR COMPRESSOR-PEERLESS HYD
2372	1120	HOG FUEL REVERSIBLE CONV
2373	1120	HOG FUEL TRANSFER CONV
2374	1120	HOG FUEL DIST CONV
2375	1220	HOGGED FUEL REVERSING CONV 1
2376	1220	HOGGED FUEL REVERSING CONV 2
2377	1220	E FUEL BIN RAKE BACK CONV
2378	1220	F FUEL BIN RAKE BACK CONV
2379	1220	X FUEL BIN RAKE BACK CONV
2380	1120	DEBARKER CATWALKS & SUPPORTS
2381	1120	D1 V800
2381H8	1120	D1 HYD FLUID HTR
2381M1	1120	D1 INFEED CONV
2381M2	1120	D1 UPPER FEED ROLLS
2381M3	1120	D1 LOWER FEED ROLLS
2381M4	1120	D1 ROTOR

Equip #	Business Unit	Description
2381M5	1120	D1 BEARING LUBE PUMP
2381M6	1120	D1 HYD PUMP
2381M7	1120	D1 HYD FAN
2382	1120	D2 VK600
2382H8	1120	D2 HYD FLUID HTR
2382M1	1120	D2 INFEEED CONV
2382M2	1120	D2 UPPER FEED ROLLS
2382M3	1120	D2 LOWER FEED ROLLS
2382M4	1120	D2 ROTOR
2382M5	1120	D2 BEARING LUBE PUMP
2382M6	1120	D2 HYD PUMP
2382M7	1120	D2 HYD FAN
2383	1120	D3 VK600
2383H8	1120	D3 HYD FLUID HTR
2383M1	1120	D3 INFEEED CONV
2383M2	1120	D3 UPPER FEED ROLLS
2383M3	1120	D3 LOWER FEED ROLLS
2383M4	1120	D3 ROTOR
2383M5	1120	D3 BEARING LUBE PUMP
2383M6	1120	D3 HYD PUMP
2383M7	1120	D3 HYD FAN
2390	1120	HOG
2390M1	1120	WEST HOG MOTOR
2390M2	1120	EAST HOG MOTOR
2391	1210	POND PUMP
2392	1120	HEAT EXCHANGER UNDER DEBARKER
2399	1210	PALLMANN TANGUAY 2
2400	1210	PALLMANN TANGUAY 1
2401	1210	POND 1 - 14' LOGS
2402	1210	POND 2 - 14' LOGS
2403	1210	POND 3 - 14' LOGS
2404	1210	POND 4 - 14' LOGS
2405	1210	POND 5 - 14' LOGS
2406	1210	P2 WASTE CONV
2407	1210	PALLMANN WASTE CROSS OVER CON
2408	1210	P3 WASTE CONV
2408M2	1210	P3 PERF BOTTOM WASTE CONV
2409	1210	10TON OH CRANE
2410	1210	PALLMANN CATWALKS & SUPPORTS
2411	1210	P1 INFEEED PLATE CONV C
2412	1210	P1 INFEEED PLATE CONV B
2413	1210	P1 INFEEED PLATE CONV A
2414	1210	P1 (PALLMANN 1)
2414M1	1210	P1 KNIFE RING
2414M2	1210	P1 LUBE PUMP TYPE115-M70-30YL-
2415	1210	P1 HYD UNIT 1
2415H4	1210	P1 HYD 1 FLUID HTR
2415M1	1210	P1 HYD 1 PUMP 1
2415M2	1210	P1 HYD 1 PUMP 2
2415M3	1210	P1 HYD COOLING FAN
2416	1210	P1 HYD UNIT 2
2416H2	1210	P1 HYD 2 FLUID HTR
2416M1	1210	P1 HYD 2 PUMP 1
2416M3	1210	P1 HYD COOLING FAN
2421	1210	P2 INFEEED PLATE CONV C
2422	1210	P2 INFEEED PLATE CONV B
2423	1210	P2 INFEEED PLATE CONV A
2424	1210	P2 (PALLMANN 2)
2424M1	1210	P2 KNIFE RING
2424M2	1210	P2 LUBE PUMP TYPE115-M70-30YL-
2425	1210	P2 HYD UNIT 1
2425H4	1210	P2 HYD 1 FLUID HTR
2425M1	1210	P2 HYD 1 PUMP 1
2425M2	1210	P2 HYD 1 PUMP 2
2425M3	1210	P2 HYD COOLING FAN
2426	1210	P2 HYD UNIT 2
2426H2	1210	P2 HYD 2 FLUID HTR
2426M1	1210	P2 HYD 2 PUMP
2426M3	1210	P2 HYD COOLING FAN
2431	1210	P3 INFEEED PLATE CONV C
2432	1210	P3 INFEEED PLATE CONV B
2433	1210	P3 INFEEED PLATE CONV A
2434	1210	P3 (PALLMANN 3)
2434M1	1210	P3 KNIFE RING
2434M2	1210	P3 LUBE PUMP TYPE115-M70-30YL-
2435	1210	P3 HYD UNIT 1
2435H4	1210	P3 HYD 1 FLUID HTR
2435M1	1210	P3 HYD 1 PUMP 1
2435M2	1210	P3 HYD 1 PUMP 2
2435M3	1210	P3 HYD COOLING FAN
2436	1210	P3 HYD UNIT 2
2436H2	1210	P3 HYD 2 FLUID HTR

Equip #	Business Unit	Description
2438M1	1210	P3 HYD 2 PUMP
2438M3	1210	P3 HYD COOLING FAN
2441	1210	P4 INFEED PLATE CONV C
2442	1210	P4 INFEED PLATE CONV B
2443	1210	P4 INFEED PLATE CONV A
2444	1210	P4 (PALLMANN 4)
2444M1	1210	P4 KNIFE RING
2444M2	1210	P4 LUBE PUMP TYPE 115-M70-30YL-
2444M3	1210	KNIFE RING GRINDER
2445	1210	P4 HYD UNIT 1
2445H4	1210	P4 HYD 1 FLUID HTR
2445M1	1210	P4 HYD 1 PUMP 1
2445M2	1210	P4 HYD 1 PUMP 2
2445M3	1210	P4 HYD COOLING FAN
2446	1210	P4 HYD UNIT 2
2446H2	1210	P4 HYD 2 FLUID HTR
2446M1	1210	P4 HYD 1 PUMP
2446M3	1210	P4 HYD COOLING FAN
2447	1210	P4 WASTE CONV
2448	1210	P4 WASTE CROSS CONV/TRENCH
2450	1210	DOSING CONVEYOR PALLMANN 1
2451	1210	P1 OUTFEED CONV
2455	1210	P1 WET BIN INFEED CONV W GATES
2455M2	1220	NORTH GATE ON 2455
2455M3	1220	SOUTH GATE ON 2455
2456	1220	F WET FLAKE BIN RAKE BACK CONV
2460	1210	DOSING CONVEYOR PALLMANN 2
2461	1210	P2 OUTFEED CONV
2465	1210	P2 WET BIN INFEED CONV W GATES
2465M2	1220	NORTH GATE ON 2465 OVER F WET
2465M3	1220	F BIN GATE ON 2465
2466	1220	X WET FLAKE BIN RAKE BACK CONV
2470	1210	DOSING CONVEYOR PALLMANN 3
2471	1210	P3 TRANSFER CONV
2472	1210	P3 CROSS CONV
2473	1210	P3 OUTFEED CONV
2475	1210	P3 WET BIN INFEED CONV W GATES
2475M2	1220	NORTH GATE ON 2475 GATE 1
2475M3	1220	SOUTH GATE ON 2475 GATE 3
2476	1220	E WET FLAKE BIN RAKE BACK CONV
2479	1210	SETTLING POND CLEAN UP CON
2480	1210	DOSING CONVEYOR FLAKER 4
2480M1	1210	DOSING CONV FLAKER 4
2481	1210	P4 OUTFEED CONV
2482	1210	P4 80' CROSS CONV
2483	1210	P4 90' CROSS CONV
2483M1	1210	WET FLAKE TRANSFER CON DRYERS
2483M2	1210	CROSS CONV SLIDE GATE
2483M3	1210	SPLITTER GATE 1, P4-2481, 2473
2483M4	1210	SPLITTER GATE 2, P4
2486	1210	10TON MONORAIL CRANE P4
2487	1210	2TON MONORAIL CRANE P4
2488	1210	ROTO STRAINER
2488M1	1210	WASTE CIRCULATION PUMP 1
2488M2	1210	WASTE CIRCULATION PUMP 2
2488M5	1210	ROTARY SCREEN #1
2488M6	1210	ROTARY SCREEN #2
2488M6	1210	TRASH COLLECTING SCREW
2490	1210	STRAND PM DAILY ROUTE P1
2491	1210	STRAND PM DAILY ROUTE P2
2492	1210	STRAND PM DAILY ROUTE P3
2493	1210	STRAND PM DAILY ROUTE P4
2494	1210	STRAND PM DAILY ROUTE ELECT
2499	1210	ELECTRICAL CONTROLS - PALLMANN
2499C	1210	PLC C - PALLMANN 1 & 2
2499D	1210	PLC D - PALLMANN 3
2499D	1210	PLC D - PALLMANN 4
2501	1220	FACE DRY FLAKE BIN
2501M1	1220	FACE DRY FLAKE BIN LIVE BOTTOM
2501M2	1220	FACE DRY FLAKE BIN PICK ROLLS
2501M3	1220	FACE DRY BIN CLEAN UP SCREW
2502	1220	CORE DRY FLAKE BIN
2502M1	1220	CORE DRY FLAKE BIN LIVE BOTTOM
2502M2	1220	CORE DRY FLAKE BIN PICK ROLLS
2502M3	1220	CORE DRY BIN CLEAN UP SCREW
2503	1220	DRY FLAKE BIN CLEAN-UP
2505	1320	REJECT BIN
2505M1	1320	REJECT BIN SCREW CONV (S)
2505M2	1320	REJECT BIN SCREW CONV
2509	1320	ELECTRICAL CONTROLS-BLENDING
2509H	1320	PLC H-L2 BLENDING-WAX & RESIN
2511	1320	FACE LIQUID RESIN STORAGE

Equip #	Business Unit	Description
2511M1	1320	LIQUID RESIN AGITATOR 1
2511M2	1320	LIQUID RESIN CIRCULATION
2512	1320	FACE LIQUID RESIN STORAGE
2512M1	1320	LIQUID RESIN AGITATOR 2
2512M2	1320	LIQUID RESIN CIRCULATION
2513	1320	CORE LIQUID RESIN STORAGE
2513M1	1320	LIQUID RESIN AGITATOR 3
2513M2	1320	LIQUID RESIN CIRCULATION
2514	1320	CORE LIQUID RESIN STORAGE
2514M1	1320	LIQUID RESIN AGITATOR 4
2514M2	1320	LIQUID RESIN CIRCULATION
2515	1320	WAX STORAGE TANK 1
2515M1	1320	PRIMARY WAX PUMP 1
2516	1320	WAX STORAGE TANK 2
2516M1	1320	PRIMARY WAX PUMP 2
2516M2	1320	PRIMARY WAX PUMP 2
2517	1310	MDI STORAGE TANK - L1 CORE
2517M1	1310	MDI MTRG PUMP-L1 CORE-PUMP #1
2517M2	1310	MDI MTRG PUMP-L1 CORE-PUMP #2
2517M3	1310	MDI MTRG PUMP-L1 FINES-PUMP #1
2518	1310	RELEASE AGENT STORAGE TANK
2518M1	1310	L1 RELEASE AGENT MTRG PUMP
2518M2	1310	L1 RELEASE AGENT MTRG PUMP
2518M3	1320	L2 RELEASE AGENT MTRG PUMP
2518M4	1320	L2 RELEASE AGENT MTRG PUMP
2518S1	1320	L1 RELEASE AGENT SPRAYS
2518S2	1320	L2 RELEASE AGENT SPRAYS
2519	1320	L2 FACE BLENDER SPINNER HEADS
2520	1320	WARM WATER CIRC PUMP FOR LIQ
2521	1320	COLD WATER CIRC PUMP FOR LIQ
2521M2	1320	WATER CHILLER FOR LIQUID RESIN
2522	1320	RESIN TANK HEAT EXCHANGER PUMP
2523	1320	MAIN WAX LOOP T.O. HEAT TRACE
2523M1	1320	MAIN WAX LOOP HEAT TRACE PUMP
2524	1320	WAX TANKS HEAT TRACE
2524M1	1320	WAX TANK 1 HEAT TRACE PUMP
2524M2	1320	WAX TANK 2 HEAT TRACE PUMP
2525	1320	FACE WAX LANCE T.O. HEAT TRACE
2525M1	1320	FACE WAX LANCES HEAT TRACE
2526	1320	CORE WAX LANCE T.O. HEAT TRACE
2526M1	1320	CORE WAX LANCES HEAT TRACE
2527	1320	MDI STORAGE TANK - L2 CORE
2527M1	1320	MDI MTRG PUMP-L2 CORE-PUMP #1
2527M2	1320	MDI MTRG PUMP-L2 CORE-PUMP #2
2527M3	1320	MDI MTRG PUMP-L2 FINES-PUMP #1
2528	1320	L2 CORE BLENDER SPINNER HEADS
2529	1320	FORMING L2 WATER SPRAY SYS
2531	1320	FACE BLENDER
2532	1320	CORE BLENDER
2535	1320	RESIN PROMOTOR DIST SYS
2535M1	1320	RESIN - PROMOTOR PUMP
2536	1320	RESIN PROMOTOR FLUSHING SYS
2536M1	1320	FLUSHING PUMP
2537	1320	MDI EXHAUST FAN
2538	1320	RESIN PROMOTOR STORAGE
2540	1320	FINES SILO OUTFEED L.P. FAN
2540M2	1320	FINES SILO OUTFEED AIRLOCK
2540M3	1320	FINES OUTFEED CYCLONE AIRLOCK
2541	1320	LOW PRESSURE BAGHOUSE
2541G1	1320	ABORT GATE CW30LP HI SPEED
2541G2	1320	ABORT GATE CW30LP HI SPEED
2541G3	1320	ABORT GATE CW30LP HI SPEED
2541G4	1320	ABORT GATE CW30LP HI SPEED
2541M1	1320	FINES BAGHOUSE OUTFEED SCREW
2541M2	1320	FINES BAGHOUSE OUTFEED AIRLOCK
2541M3	1320	FINES BAGHOUSE SPLITTER GATE
2541M4	1320	FINES BAGHOUSE ROTARY FEEDER
2541M5	1320	DUST EXTRACTION FAN #30HT
2542M1	1320	FINES METERING BIN INFEED CONV
2543	1320	FINES WEIGHING & LIVE BOTTOM
2543M2	1320	COOLING FAN FOR 2543 WEIGH
2543M3	1320	FINES MTRG BIN RAKEBACK #1
2543M4	1320	FINES MTRG BIN RAKEBACK #2
2543M5	1320	FINES MTRG BIN LEVELING ROLLS
2544	1320	L2 TURBO BLENDER INFEED CONV
2545	1320	L2 TURBO BLENDER
2545M2	1320	TURBO OPENING JACK MOTOR
2546	1320	TURBO BLENDER OUTFEED CONV
2547	1320	FINES LIQUID RESIN PUMP
2547M2	1320	RESIN PUMP COOLING FAN
2548	1320	CATALYST PUMPING SYS
2548M2	1320	CATALYST PUMP COOLING FAN

Equip #	Business Unit	Description
2549	1320	WAX PUMPING SYS
2551	1220	FACE DRY BIN OUTFEED SCREW
2552	1220	FACE FLAKES TWO WAY GATE
2553	1320	FACE BLENDER INFEED CONV
2555	1320	FACE BLENDER OUTFEED CONV
2557	1320	FACE BIN 1 INFEED CONV
2558	1320	FACE BIN 2 INFEED CONV
2561	1220	CORE DRY BIN OUTFEED SCREWS
2562	1220	CORE FLAKES TWO WAY GATE
2563	1320	CORE BLENDER INFEED CONV
2565	1320	CORE BLENDER OUTFEED CONV
2567	1320	CORE BIN 1 INFEED CONV
2568	1320	CORE BIN 2 INFEED CONV
2570	1220	DRY BIN FIRE DUMP CONV
2571M3	1820	TURBO FINES SCRAPER
2575	1411	PORTABLE SCALE WAREHOUSE
2576	1220	FIRE DUMP STACKING CONV
2577	1220	FIRE DUMP EXTENSION CONVEYOR
2577M2	1220	FIRE DUMP EXTENSION SPLITTER
2580	1220	E WET FLAKE BIN-MOISTURE METER
2581	1220	F WET FLAKE BIN MOISTURE METER
2582	1220	E DRYER MOISTURE METER
2582M2	1220	E DRYER MOISTURE METER BELT
2583	1220	F DRYER MOISTURE METER
2583M2	1220	F DRYER MOISTURE METER BELT
2584	1220	MOISTURE METER PROCESSOR-DRYER
2585	1320	MOISTURE METER-FACE WEIGH BELT
2586	1320	FACE MOISTURE METER-FORMING
2587	1320	MOISTURE METER-CORE WEIGH BELT
2588	1320	CORE MOISTURE METER-FORMING
2589	1320	MOISTURE METER PROCESSOR
2591	1220	E & F DRYER SPARK DETECTION
2592	1220	X & DRYER SCREEN SPARK DET
2593	1220	L2 & DBKR BAGHOUSE SPARK DET
2594	1220	L1 PEERLESS & REJECT SPARK DET
2600	1220	OUTFEED CONV E DRYER
2601	1220	E WET FLAKE BIN
2601M1	1220	E WET FLAKE BIN LIVE BOTTOM
2601M2	1220	E WET FLAKE BIN PICKER ROLLS
2601M3	1220	E WET FLAKE BIN CLEAN UP SCREW
2602	1220	F WET FLAKE BIN
2602M1	1220	F WET FLAKE BIN LIVE BOTTOM
2602M2	1220	F WET FLAKE BIN PICKER ROLLS
2602M3	1220	F WET FLAKE BIN CLEAN UP SCREW
2603	1220	WET BIN CATWALKS & SUPPORTS
2604	1220	E WET FUEL BIN
2604M1	1220	E WET FUEL BIN LIVE BOTTOM
2604M2	1220	E WET FUEL BIN PICKER ROLLS
2604M3	1220	E WET FUEL BIN CLEAN UP SCREW
2605	1220	E WET FUEL BIN OUTFEED SCREW
2606	1220	E FUEL BIN REVERSING SCREW
2607	1220	F WET FUEL BIN
2607M1	1220	F WET FUEL BIN LIVE BOTTOM
2607M2	1220	F WET FUEL BIN PICKER ROLLS
2607M3	1220	F WET FUEL BIN CLEAN UP SCREW
2608	1220	F FUEL BIN OUTFEED SCREW
2609	1220	F FUEL BIN REVERSING SCREW
2610	1220	E IN LINE GAS BURNER WITH
2610M1	1220	E GAS BURNER COMBUSTION AIR
2610M2	1220	E GAS BURNER GUILLOTINE GATE
2610M3	1220	E GAS BURNER GAS VALVE
2610M4	1220	E GAS BURNER COMB AIR DAMP ACT
2610M5	1220	E GAS BURNER PROCESS AIR
2611	1220	E MIXING CHAMBER
2611G1	1220	E EPI GUILLOTINE
2611M1	1220	E MIXING CHAMBER SAND REM CONV
2612	1220	E DRYER INFEED AIRLOCK
2613	1220	E DRYER
2613M2	1220	E Dryer Auxiliary Drive
2614	1220	E WIND BOX
2614M1	1220	E WINDBOX SCREW 1
2614M2	1220	E WINDBOX AIRLOCK
2614M3	1220	E WINDBOX SCREW 2
2615	1220	E DRYER LD FAN
2615M2	1220	E DRYER LD FAN DAMPER
2616	1220	E DRYER CYCLONE SYSTEM
2616M1	1220	E CYCLONE DUST SCREW 1
2616M2	1220	E CYCLONES DUST SCREW 2
2616M3	1220	E CYCLONES DUST SCREW 3
2616M4	1220	E CYCLONES DUST AIRLOCK 1
2616M5	1220	E CYCLONES DUST AIRLOCK 2
2616M6	1220	E RECIRC DAMPER

Equip #	Business Unit	Description
2616M7	1220	E SCREW DIVERter GATE
2616M8	1220	E DRYER REVERSING SCREW
2617	1220	E DRYER SYS CATWALKS & SUPPORT
2618	1220	ELECTRICAL CONTROLS - E DRYER
2618E	1220	PLC E - E DRYER
2619	1220	E DRYER FIRE EXTING EQUIP
2620	1220	F IN LINE GAS BURNER WITH
2620M1	1220	F GAS BURNER COMBUSTION AIR
2620M2	1220	F GAS BURNER GUILLOTINE GATE
2620M3	1220	F GAS BURNER GAS VALVE
2620M4	1220	F GAS BURNER COMBUSTION AIR
2620M5	1220	F GAS BURNER PROCESS AIR
2621	1220	F MIXING CHAMBER
2621G1	1220	F EPI GUILLOTINE
2621M1	1220	F MIXING CHAMBER SAND REMOVAL
2621M2	1220	F MIXING CHAMBER DAMPER
2622	1220	F DRYER INFED AIRLOCK
2623	1220	F DRYER
2624	1220	F WIND BOX
2624M1	1220	F WINDBOX OUTFEED AIRLOCK
2624M2	1220	F WINDBOX OUTFEED AIRLOCK 2
2624M3	1220	F WINDBOX OUTFEED SCREW 1
2625	1220	F DRYER I.D FAN
2625M2	1220	F DRYER I.D FAN DAMPER
2626	1220	F DRYER CYCLONE SYSTEM
2626M1	1220	F CYCLONES DUST SCREW 1
2626M2	1220	F CYCLONES DUST SCREW 2
2626M3	1220	F CYCLONES DUST SCREW 3
2626M4	1220	F CYCLONES DUST AIRLOCK 1
2626M5	1220	F CYCLONES DUST AIRLOCK 2
2626M6	1220	F RECIRC DAMPER
2626M7	1220	F SCREW DIVERter GATE
2626M8	1220	F DRYER REVERSING SCREW
2626M9	1220	F SCREW CONV
2627	1220	F DRYER SYS CATWALKS & SUPPORT
2628	1220	ELECTRICAL CONTROLS - F DRYER
2628F	1220	PLC F - F DRYER
2629	1220	F DRYER FIRE EXTING EQUIP
2630	1220	SCREENS/DRY BINS CATWALKS &
2631	1220	E DRYER SCRUBBER FAN
2631M2	1220	E SCRUBBER FAN DAMPER
2632	1220	F DRYER SCRUBBER FAN
2632M2	1220	F SCRUBBER FAN DAMPER
2633	1220	DRYERS SCRUBBER STACK
2633FA1	1412	FALL ARREST SYSTEM - Scrubber
2633L1	1220	LIGHT #1 - SCRUBBER STACK
2633L2	1220	LIGHT #2 - SCRUBBER STACK
2635	1320	PRESS 2 SOUTH SCRUBBER FAN
2636	1320	PRESS 2 NORTH SCRUBBER FAN
2637	1210	SETTLING POND
2638	1220	SCRUBBER MIXING BOX
2639	1210	SCRUBBER PUMP SYS
2639M1	1210	SCRUBBER PUMP 1
2639M2	1210	SCRUBBER PUMP 2
2641	1220	E ROTARY SCREEN
2641M2	1220	E SCREEN FINES SCREW
2641M3	1220	E SCREEN DUST SCREW
2641M4	1220	E SCREEN DUST REV SCREW TO 2645
2641M5	1220	E SCREEN FINES SCREW TO 2645M4
2642	1220	F ROTARY SCREEN
2642M2	1220	F SCREEN FINES SCREW
2642M3	1220	F SCREEN DUST SCREW
2642M4	1220	F SCREEN DUST REV SCREW TO 2645
2642M5	1220	F SCREEN FINES SCREW TO 2645M4
2645	1220	SCREENS FINES HP SYSTEM
2645M1	1220	SCREENS FINES HP BLOWER
2645M2	1220	SCREEN FINES ROTARY FEEDER
2645M3	1220	SCREEN FINES CONV
2645M4	1220	ROTARY SCREENS DUMP CONV
2646	1220	RECLAIM SUPPLY CONV
2647	1220	RECLAIM BIN
2647M1	1220	RECLAIM BIN LIVE BOTTOM
2647M2	1220	RECLAIM BIN PICK ROLL
2647M3	1220	RECLAIM BIN - RAKE BACK
2647M4	1220	RECLAIM BIN - INFED BELT CONV
2648	1411	HP FINES SYS TO SILO'S
2648G1	1411	ABORT GATE CWRHP HI SPEED
2648M1	1411	FINES HP BLOWER TO SILO
2648M2	1411	FINES TO SILO ROTARY FEEDER
2649	1411	H.P. BAG HOUSE
2649M1	1411	SILO BAGHOUSE PURGE AIR FAN
2649M2	1411	SILO BAGHOUSE FILTER ROTOR

Equip #	Business Unit	Description
2649M3	1411	SILLO BAGHOUSE AIRLOCK
2649M4	1411	SILLO BAGHOUSE SPLITTER GATE
2650	1411	FINES SILO L1 INFEED CONV
2651	1220	E WET FLAKE BIN OUTFEED SCREW
2652	1220	E DRYER INFEED CONV
2653	1220	E DRYER OUTFEED CONV
2654	1220	E REVERSING BELT CONV
2654M2	1220	E MOISTURE BELT CONV
2655	1220	E SCREEN INFEED CONV
2656	1220	FINES CONVEYOR BACK TO F LINE
2657	1220	E SCREEN OUTFEED CONVEYOR
2658	1220	E CONV OVER DRY BINS W GATES
2658M2	1220	WEST GATE ON 2658
2659	1220	E FACE DRY BIN RAKE BACK CONV
2660	1220	DRYER AREA CATWALKS & SUPPORTS
2661	1220	F WET FLAKE BIN OUTFEED SCREW
2662	1220	F DRYER INFEED CONV
2663	1220	F DRYER OUTFEED CONV
2664	1220	F REVERSING BELT CONV
2664M2	1220	F MOISTURE BELT CONV
2665	1220	F SCREEN INFEED CONV
2666	1220	F DRYER DUST TRANSFER SCREW
2667	1220	F SCREEN OUTFEED CONV
2668	1220	F CONV OVER DRY BINS W GATES
2668M2	1220	EAST GATE ON 2668
2668M3	1220	WEST GATE ON 2668
2669	1220	F CORE DRY BIN RAKE BACK CONV
2670	1411	L1 MDI DUST EXTRACTION FAN SYS
2670M1	1411	L1 MDI DUST EXTRACTION FAN
2671	1411	L2 FCOS SYS
2671M1	1411	L2 FCOS FAN
2671M2	1320	L2 FCOS CYCLONE AIRLOCK
2672	1411	GLOBE TRIM SAWS SYS
2672M1	1411	GLOBE TRIM SAWS FAN
2672M2	1411	GLOBE TRIM SAWS CYCL AIRLOCK
2673	1411	L1 FCOS FAN SYSTEM
2673M1	1310	L1 FCOS FAN
2673M2	1310	L1 FCOS AIRLOCK
2674	1411	L1 RESIN RM SYS
2674M1	1411	PALLMANN'S L1 RESIN ROOM FAN
2674M2	1411	L1 SCREEN FAN AIRLOCK
2675	1411	WET REJECT BINS SYS
2675M1	1411	WET REJECT BINS FAN BLOWER
2675M2	1411	WET REJECT CYCLONE AIRLOCK
2675M3	1411	WET REJECT BLOWLINE GATE 1
2675M4	1411	SPLITTER GATE TO PALLMANN OUTF
2675M5	1411	L1/L2 DRYWET DIVERTER GATE
2676	1411	L1 TRIM SAWS SYS
2676M1	1411	L1 TRIM SAWS FAN
2676M2	1411	L1 TRIM SAWS CYCLONE AIRLOCK
2677	1411	L1/L2 DRYWET REJECT FAN SYS
2677G3	1411	L1/L2 DRYWET DIVERTER GATE
2677G4	1411	L1 DRYWET DIVERTER GATE
2677M1	1411	L1/L2 DRY REJECT FAN MOTOR
2677M2	1320	L2 DRY REJECT CYCLONE AIRLOCK
2677M5	1310	L1 DRY REJECT CYCLONE AIRLOCK
2677M6	1411	L1/L2 REJECT DIVERTER GATE
2678	1411	SANDER DUST EXTRACTION SYS
2678M1	1411	SANDER FAN
2678M2	1411	SANDER CYCLONE AIRLOCK
2679	1120	HOG BAGHOUSE SYS
2679M1	1120	HOG BAGHOUSE SYS FAN
2679M2	1120	HOG BAGHOUSE FILTER SHAKER
2679M3	1120	HOG BAGHOUSE AIRLOCK
2680	1411	ELECTRICAL CONTROLS- PNEUMATIC
2680G	1411	PLC G - PNEUMATICS
2681	1411	BAGHOUSE 1 L2
2681M1	1411	BAGHOUSE 1 PURGE AIR FAN
2681M2	1411	BAGHOUSE 1 FILTER ROTOR
2681M3	1411	BAGHOUSE 1 AIRLOCK
2682	1411	BAGHOUSE 2 L1
2682M1	1411	BAGHOUSE 2 PURGE AIR FAN
2682M2	1411	BAGHOUSE 2 FILTER ROTOR
2682M3	1411	BAGHOUSE 2 AIRLOCK
2683	1411	BAGHOUSE 3-LINE 1 & 2 MAT SAW
2683M1	1411	BAGHOUSE 3 PURGE AIR FAN
2683M2	1411	BAGHOUSE 3 FILTER ROTOR
2683M3	1411	BAGHOUSE 3 AIRLOCK
2684	1411	PNEUMATIC SYS CATWALKS &
2685	1820	COARSE FINES FAN
2686	1411	FINES SYS TO PEERLESS BIN
2686M1	1411	FINES HP BLWR TO PEERLESS BIN

Equip #	Business Unit	Description
2686M2	1411	FINES TO PEERLESS ROTARY FEEDR
2687	1411	PEERLESS FINES BAGHOUSE
2687M1	1411	PEERLESS BAGHOUSE FILTER FAN
2687M2	1411	PEERLESS FINES CYCLONE FILTER
2687M3	1411	PEERLESS FINES BAGHOUSE ROTARY
2687M4	1411	PEERLESS FINES SPLITTER GATE
2688	1411	FINES BAGHOUSE AIRLOCK
2689	1411	COLLECTION SCREW
2690	1411	BAGHOUSE FINES COLL BELT
2691	1411	FINES TRANSFER SCREW CONV
2691M2	1411	BAGHOUSE FINES CROSS OVER
2692M1	1411	CYCLONE FINES COLL CONV DR 1
2692M2	1411	CYCLONE FINES COLL CONV DR 2
2692M5	1411	SPLITTER GATE HP BLOWER
2693	1411	CYCLONED FINES TRANSFER CONV
2693M2	1411	SPLITTER GATE PEERLESS SILO
2693M3	1411	EXPORT GATE TO 2799 TRUCK CONV
2694	1411	FINES RECLAIM SCREEN
2695	1411	FINES RECLAIM COLL SCREW CONV
2697	1220	WET BINS CLEAN UP COLL CONV
2698	1220	WET BINS CLEAN UP RECLAIM CONV
2699	1220	DRY BINS CLEAN UP COLL CONV
2701	1411	PEERLESS BIN INFEED SCREW CONV
2702	1411	PEERLESS BIN OUTFEED SCREW
2702H2	1411	PEERLESS BIN HYD FLUID HTR
2702M1	1411	PEERLESS HYD PUMP
2702M2	1411	PEERLESS HYD COOLER LOOP
2703	1120	PEERLESS OUTFEED SCREW
2704	1411	PEERLESS FINES OUTFEED CONV
2705	1411	PEERLESS FINES TRANSFER CONV
2705	1120	TRUCK DUMP FUEL OUTFEED CONV
2707	1120	TRUCK DUMP FUEL TRANSFER CONV
2708	1411	BAGHOUSE FINES STACKING CONV
2708M2	1411	DIVERTER GATE SCREEN OR DUMP
2709	1411	CYCLONED FINES STACKING CONV
2709M2	1411	DIVERTER GATE SCREEN OR DUMP
2710	1220	E OVERFIRE AIR FAN
2710M2	1220	E OVERFIRE AIR FAN DAMPER
2711	1220	E FUEL FEED SYS INCL HP BLOWER
2711M1	1220	E ROTARY FEEDER 1
2711M2	1220	E ROTARY FEEDER 2
2711M3	1220	E HIGH PRESSURE BLOWER
2712	1220	E EPI COMBUSTION CHAMBER
2713	1220	E EPI GAS FIRED PREHEATER
2714	1220	E EPI F.D FAN
2714M2	1220	E EPI F.D FAN INLET DAMPER
2714M3	1220	E EPI F.D FAN OUTLET DAMPER
2715	1220	E BED SAND SYS
2715M1	1220	E EPI VIBRATING SCREEN
2715M2	1220	E EPI BUCKET ELEVATOR
2716	1220	E EPI HOT GASES DUCTING
2716M1	1220	E EPI EMERG DUMP STACK DAMPER
2717	1220	E EPI I.D FAN
2717M2	1220	E EPI I.D FAN INLET DAMPER
2717M3	1220	E EPI I.D FAN BY-PASS DAMPER
2717M4	1220	ID FAN BEARING COOLING PUMP
2717M5	1220	ID FAN BEARING COOLING FAN
2718	1220	E ASH COLL SYS
2718M1	1220	E ASH REMOVAL FAN
2718M2	1220	E ASH CYCLONE TIPLE AIRLOCK
2720	1220	F OVERFIRE AIR FAN
2720M2	1220	F OVERFIRE AIR FAN DAMPER
2721	1220	F FUEL FEED SYS INCL HP BLOWER
2721M1	1220	F ROTARY FEEDER 1
2721M2	1220	F ROTARY FEEDER 2
2721M3	1220	F HIGH PRESSURE BLOWER
2722	1220	F EPI COMBUSTION CHAMBER
2723	1220	F EPI GAS FIRED PRE HTR
2724	1220	F EPI F.D FAN
2724M2	1220	F EPI F.D FAN INLET DAMPER
2724M3	1220	F EPI F.D FAN OUTLET DAMPER
2725	1220	F BED SAND SYS
2725M1	1220	F EPI VIBRATING SCREEN
2725M2	1220	F EPI BUCKET ELEVATOR
2726	1220	F EPI HOT GASES DUCTING
2726M1	1220	F EPI EMERG DUMP STACK DAMPER
2727	1220	F EPI I.D FAN
2727M2	1220	F EPI I.D FAN INLET DAMPER
2727M3	1220	F EPI I.D FAN BY-PASS DAMPER
2727M4	1220	ID FANS BEARING COOLING PUMP
2727M5	1220	ID BEARING COOLING FAN
2728	1220	F ASH COLL SYS

Equip #	Business Unit	Description
272BM2	1220	FASH CYCLONE TIPPLE AIRLOCK
2730	1220	EPI CATWALKS & SUPPORTS
2731	1220	E.T.O. HTR
2731M3	1220	E SCOT BLOWER 1
2731M4	1220	E SCOT BLOWER 2
2731M5	1220	E SCOT BLOWER 3
2731M6	1220	E SCOT BLOWER 4
2732	1220	F.T.O. HTR
2732M3	1220	F SCOT BLOWER 1
2732M4	1220	F SCOT BLOWER 2
2732M5	1220	F SCOT BLOWER 3
2732M6	1220	F SCOT BLOWER 4
2733	1220	GAS FIRED T.O. HTR
2735	1220	EPI SYSTEM AIR COMPRESSOR AND
2736	1220	T.O. CATWALKS & SUPPORTS
2739	1411	FINES HANDLING P.M'S
2740	1220	DUST BURNER T.O. DRAIN PUMP
2741	1220	DUST BURNER T.O. PUMP #1
2742	1220	DUST BURNER T.O. PUMP #2
2743	1220	E INBED NOZZLE COOLING SYS
2744	1220	E INBED MTRG BIN
2744M1	1220	E INBED MTRG BIN SCREW
2744M2	1220	E INBED MTRG BIN VIB CONV
2745	1220	E INBED MTRG BIN OUTFEED
2746	1220	E EPI INBED HP BLOWER #1
2747	1220	E EPI INBED FEED AIRLOCK #1
2748	1220	E EPI INBED HP BLOWER #2
2749	1220	E EPI INBED FEED AIRLOCK
2751	1220	T.O. PRIMARY PUMP 1
2752	1220	T.O. PRIMARY PUMP 2
2753	1220	T.O. PRIMARY PUMP 3
2754	1220	T.O. PRIMARY PUMP 4
2755	1220	T.O. FILL & DRAIN PUMP
2756	1220	T.O. PRIMARY HEADERS & DEAERAT
2757	1220	EXPANSION BUFFER & DRAIN TANK
2757M1	1220	MAINTAIN LEVEL PUMP
2758	1220	PRIMARY OIL SAMPLING SYS
2759	1220	100 GPM PRIMARY DRAINREFILL P
2760	1220	T.O. BLDG VENT SYS
2760M1	1220	T.O. BLDG VENT FAN - ROOF
2760M2	1220	T.O. BLDG VENT FAN - ROOF
2760M3	1220	T.O. BLDG VENT FAN IN VALVE RM
2760M4	1220	T.O. BLDG VENT FAN IN STAIRWEL
2760M5	1220	T.O. BLDG VENT FAN - ROOF
2761	1320	T.O. SECONDARY PUMP 1
2762	1320	T.O. SECONDARY PUMP 2
2763	1320	T.O. SECONDARY PUMP 3
2764	1220	3 WAY BAEZ PRESS T.O. CONTROL
2765	1320	SECONDARY T.O. SYS DRAIN PUMP
2766	1320	SECONDARY T.O. HEADERS
2767	1320	SECONDARY T.O. SYS VALVES &
2767HO01	1320	T.O. HOSE #1
2767HO02	1320	T.O. HOSE #2
2767HO03	1320	T.O. HOSE #3
2767HO04	1320	T.O. HOSE #4
2767HO05	1320	T.O. HOSE #5
2767HO06	1320	T.O. HOSE #6
2767HO07	1320	T.O. HOSE #7
2767HO08	1320	T.O. HOSE #8
2767HO09	1320	T.O. HOSE #9
2767HO10	1320	T.O. HOSE #10
2767HO11	1320	T.O. HOSE #11
2767HO12	1320	T.O. HOSE #12
2767HO13	1320	T.O. HOSE #13
2767HO14	1320	T.O. HOSE #14
2767HO15	1320	T.O. HOSE #15
2767HO16	1320	T.O. HOSE #16
2767HO17	1320	T.O. HOSE #17
2767HO18	1320	T.O. HOSE #18
2767HO19	1320	T.O. HOSE #19
2767HO20	1320	T.O. HOSE #20
2767HO21	1320	T.O. HOSE #21
2767HO22	1320	T.O. HOSE #22
2767HO23	1320	T.O. HOSE #23
2767HO24	1320	T.O. HOSE #24
2767HO25	1320	T.O. HOSE #25
2767HO26	1320	T.O. HOSE #26
2767HO27	1320	T.O. HOSE #27
2767HO28	1320	T.O. HOSE #28
2767HO29	1320	T.O. HOSE #29
2767HO30	1320	T.O. HOSE #30
2767HO31	1320	T.O. HOSE #31

Equip #	Business Unit	Description
2767H032	1320	T.O. HOSE #32
2767H033	1320	T.O. HOSE #33
2767H034	1320	T.O. HOSE #34
2767H035	1320	T.O. HOSE #35
2767H036	1320	T.O. HOSE #36
2767H037	1320	T.O. HOSE #37
2767H038	1320	T.O. HOSE #38
2767H039	1320	T.O. HOSE #39
2767H040	1320	T.O. HOSE #40
2767H041	1320	T.O. HOSE #41
2767H042	1320	T.O. HOSE #42
2767H043	1320	T.O. HOSE #43
2767H044	1320	T.O. HOSE #44
2767H045	1320	T.O. HOSE #45
2767H046	1320	T.O. HOSE #46
2767H047	1320	T.O. HOSE #47
2767H048	1320	T.O. HOSE #48
2767H049	1320	T.O. HOSE #49
2767H050	1320	T.O. HOSE #50
2767H051	1320	T.O. HOSE #51
2767H052	1320	T.O. HOSE #52
2767H053	1320	T.O. HOSE #53
2767H054	1320	T.O. HOSE #54
2767H055	1320	T.O. HOSE #55
2767H056	1320	T.O. HOSE #56
2767H057	1320	T.O. HOSE #57
2767H058	1320	T.O. HOSE #58
2767H059	1320	T.O. HOSE #59
2767H060	1320	T.O. HOSE #60
2767H061	1320	T.O. HOSE #61
2767H062	1320	T.O. HOSE #62
2767H063	1320	T.O. HOSE #63
2767H064	1320	T.O. HOSE #64
2767H065	1320	T.O. HOSE #65
2767H066	1320	T.O. HOSE #66
2767H067	1320	T.O. HOSE #67
2767H068	1320	T.O. HOSE #68
2767H069	1320	T.O. HOSE #69
2767H070	1320	T.O. HOSE #70
2768	1320	TURBO WAX TANK HEAT TRACE PUMP
2769	1320	WAX SUPPLY LINE HEAT TRACE
2770	1320	FINES WAX T.O. HEAT TRACE PUMP
2771	1220	WAX HEAT TRACE PUMP L1
2772	1220	WAX HEAT TRACE PUMP L2
2773	1320	WAX STORAGE HEAT TRACE PUMP
2774	1220	POND 4 CONTROL VALVE & CONTROL
2777	1220	BUILDING HEAT TIE-IN VALVES
2780	1412	EAVES TROUGH T.O. PUMP
2781	1220	ELECTRICAL CONTROLS - DRYERS
2781Z	1220	PLC Z - DRYERS
2783	1220	F INBED NOZZLE COOLING SYS
2784	1220	F INBED MTRG BIN
2784M1	1220	F INBED MTRG BIN SCREW
2784M2	1220	F INBED MTRG BIN OUTFEED
2785	1220	F INBED MTRG BIN OUTFEED
2786	1220	F INBED HP BLOWER #1
2787	1220	F EPI INBED FEED AIRLOCK #1
2788	1220	F EPI INBED HP BLOWER #2
2789	1220	F EPI INBED FEED AIRLOCK #2
2790	1220	COOLING FAN FOR DUST BURNER
2791	1320	L2 PRESS 200GPM DRAIN PUMP
2791.12	1320	PRESS ISOLATION VALVE-SUPPLY
2791.13	1320	PRESS ISOLATION VALVE-RETURN
2794	1220	DEBARKER BLDG HEAT PUMP
2797	1220	DEBARKER BLDG HEAT VALVES &
2799	1411	FINES EXPORT DRAG CONV FROM
2800	1820	RADIOS, BASE STATIONS, PA
2801	1820	CONTROL, PLC, AND MCC ROOMS
2802	1220	ENVIRONMENTAL MONITORING
2803	1820	PM # FOR BOBCAT - SKID STEER
2805	1220	UPS "A" DRYERS L2
2806	1320	L2 NETWORK SYS
2807	1320	UPS "B" L2 MCC
2808	1320	ELECTRICAL IS CONTROLS
2809	1320	UPS "C" NEW CONTROL ROOM
2810	1820	TEST ROBOT
2811	1320	PANEL PERFORMANCE TESTER
2812	1210	UPS "D" PALLMANN MCC
2815	1411	BAGHOUSE PM ROUTE
2816	1411	TRAILLINE 2 AREA PM TOURS
2817	1320	PRESS 2 PM
2818	1320	PM # FOR LOADER/UNLOADER/HOIST

Equip #	Business Unit	Description
2819	1320	FORMING LINE DRY CONV BLENDER
2821	1220	PM FOR FUEL BINS, WET BINS
2822	1220	PM - E & F DRYERS & L2 T.O.
2823	1220	PM - DRYER OUTFEED
2824	1220	PM - 'X' DRYER PLUS L1 T.O.
2825	1220	PM - DRYER OUTFEEDS
2826	1220	PM - DRYER & T.O. ELECT
2827	1320	PM ROUTE - SHIFTERS - LINES
2828	1120	PM ROUTE - SHIFTERS - GREENEND
2833	1411	JENKINS ROUTINE SAW CHANGES
2834	1411	GLOBE ROUTINE SAW CHANGES
2840	1320	PM BLENDING L2
2841	1320	PM FORMING L2
2842	1320	PM ELECTRICAL L2 PANEL
2843	1320	PM CONV ROUTE
2850	1120	LOG HANDLING HYD. PM ROUTES
2851	1120	LOG HANDLING D1 PM ROUTES
2852	1120	LOG HANDLING D2 PM ROUTES
2853	1120	LOG HANDLING D3 PM ROUTES
2854	1120	LOG HANDLING WASTE PM ROUTES
2855	1120	LOG HANDLING ELECT PM ROUTES
2863	1111	L2 STANDBY GENERATOR
3001	1410	ELECTRICAL CONTROLS - SANDER
3001S	1410	PLC S - SANDER
3025	1410	Infeed Roll Conv #1
3030	1410	Infeed Roll Conv #2
3035	1410	Scissor Lift with Roller
3035M1	1410	Scissor Lift Hyd Pump
3035M2	1410	Scissor Lift Infeed Roll Drive
3040	1410	Stacked Panel Pusher Assembly
3045	1410	Nip Roll Conv
3047	1410	Sander Infeed Conv #1
3050	1410	2 Head Sander (Calibrating)
3060M1	1410	2 Head Sander Feed Conv
3060M2	1410	2 Head Sander Bottom Belt
3060M3	1410	2 Head Sander Top Belt
3060M4	1410	2 Head Sander Lifting Device
3060M5	1410	2 Head Sander Cleaning Brush
3070	1410	4 Head Sander (Finishing)
3070M1	1410	4 Head Sander Feed Conv
3070M2	1410	4 Head Sander Bottom Belt #1
3070M3	1410	4 Head Sander Bottom Belt #2
3070M4	1410	4 Head Sander Top Belt #1
3070M5	1410	4 Head Sander Top Belt #2
3070M6	1410	4 Head Sander Lifting Device
3070M7	1410	Adjustment Motor #1
3070M8	1410	Adjustment Motor #2
3075	1410	T & G Infeed Conv
3080	1410	T&G MACHINE
3080M1	1410	T&G INFEED ROLLS
3080M2	1410	T&G TONGUE ARBOR
3080M3	1410	T&G GROOVE ARBOR
3085	1410	Top & Bottom Slamps Assembly
3090	1410	T & G Outfeed Conv
3095	1410	Stacker Advance Belt Conv
3100	1410	Stacker Grade Bin 1
3100M1	1410	Stacker Grade Bin 1-Hyd Pump
3100M2	1410	Stacker Grade Bin 1-Roll Drive
3105	1410	Stacker Grade Bin 2
3105M1	1410	Stacker Grade Bin 2-Hyd Pump
3105M2	1410	Stacker Grade Bin 2-Roll Drive
3110	1410	Outfeed Roll Conv #1
3115	1410	Outfeed Roll Conv #2
3505	1411	L2 MDI DUST EXTRACTION FAN SYS
3505M1	1411	L2 MDI DUST EXTRACTION FAN
3510	1411	BAGHOUSE 4
3510M1	1411	BAGHOUSE 4 PURGE AIR FAN MOTOR
3510M2	1411	BAGHOUSE 4 PURGE AIR DRIVE
3510M3	1411	BAGHOUSE 4 AIRLOCK
3515	1411	BAGHOUSE 5
3515M1	1411	BAGHOUSE 5 PURGE AIR FAN MOTOR
3515M2	1411	BAGHOUSE 5 PURGE AIR DRIVE
3515M3	1411	BAGHOUSE 5 AIRLOCK
3801	1820	YARD FORKLIFT
3802	1820	BOOMTRUCK - 17.5 BOOM TRUCK
3803	1820	BOBCAT - SKID STEER LOADER
3805	1820	FORKLIFT (HYSTER)
3809	1111	SKID STEER, 1995, GEHL
3812	1112	TRUCK - 1994 GMC 4X4 1/2TON
3813	1111	BOBCAT DIESEL 753
3814	1111	BOBCAT DIESEL 743B
3815	1111	TRUCK - 1988 CHEV 1/2TON

Equip #	Business Unit	Description
3816	1111	TENNANT FLOOR SWEEPER
3820	1111	LOADER SKIDSTEER CAT 215
3821	1111	12000LB FORKLIFT TOYOTA
3823	1111	10000LB FORKLIFT TOYOTA
3824	1111	HYSTER 80 FORKLIFT
3825	1111	12000LB FORKLIFT TOYOTA
3826	1820	CAT FORKLIFT
3827	1820	CAT FORKLIFT
3828	1111	10000LB FORKLIFT TOYOTA
3829	1111	10000LB FORKLIFT TOYOTA
3830	1111	FORKLIFT TAYLOR, (BIG RED)
3831	1820	GRAPPLE LOADER
3832	1111	12000LB FORKLIFT TOYOTA
3833	1111	12000LB FORKLIFT TOYOTA
3834	1111	PORTABLE HIGH PRESSURE WASHER
3835	1820	PORTABLE COMPRESSOR, 750 CFM
3836	1210	PORTABLE HIGH PRESSURE WASHER
3838	1112	TRUCK SCALE
3839	1112	TRUCK SCALE
3848	1820	PORTABLE HOG (MAXIGRIND) 9100
3851	1820	HYSTER S80E FORKLIFT
3853	1111	FORKLIFT HYSTER S80E
3854	1111	FORKLIFT LOADLIFTER 4X4
3855	1111	FORKLIFT HYSTER 120XLS8C
3856	1111	FORKLIFT HYSTER S60
3857	1111	FORKLIFT CAT U-50-B (1974)
3858	1111	LOADER KOEHRING K-3 FORWARDER
3859	1111	LOADER CAT 330 LL
3860	1111	LOADER KOEHRING 440 LF
3861	1111	LOADER KOEHRING 440 LF
3862	1111	TRUCK 1990 DODGE 4X4
3863	1111	LOADER CAT 330 LF
3865	1111	LOADER CAT 980C
3866	1111	LOADER CAT 980C
3867	1111	PARALIFT CAT 980-G
3868	1820	CAT 965D LOADER
3870	1111	SUCKER TRUCK 1991 WHITE GMC
3873	1111	SNORCLIFT ATB60R
3874	1112	GROVE SCISSOR LIFT (GAS)
3877	1820	BOOM TRUCK - PITMAN
3878	1111	FUEL TRUCK, REV 80B
3880	1111	LOADER KOEHRING K-3 LF
3881	1111	LOADER PRENTICE 810
3882	1111	LOADER CAT 245B
3884	1820	MACK TRUCK R600
3885	1111	TRACTOR, KUBOTA, B7100
3886	1820	MACK TRUCK DM6855
3889	1111	MANLIFT, SIMON, 2034, 1997
3890	1111	TRUCK WATER/FOAM 1990 FORD
3891	1111	MANLIFT ELECTRIC SCISSORLIFT
3893	1111	YARD TRAILER
3894	1111	LOADER KOEHRING 330 LF
3895	1111	LOADER KOEHRING 330 FORWARDER
3896	1112	GROVE MANLIFT (GAS ZOOM BOOM)
4300	1120	New Wood Room
4301	1120	ELECTRICAL CONTROLS -DEBARKER
4305M1	1120	INFEED DECK
4310M1	1120	POWER FEED
4315	1120	ROTOR DEBARKER SYSTEM
4315M1	1120	DRIVE #1
4315M2	1120	DRIVE #2
4315M3	1120	DRIVE #3
4317	1120	HYD HOLDBACK GATE SYS
4317H1	1120	HYD HOLDBACK GATE HEATER
4317M1	1120	HYD HOLDBACK GATE PUMP
4320M1	1120	OUTFEED CONV
4325M1	1120	SEPARATION ROLLS
4325M2	1120	SPEED UP ROLLS
4330	1120	STAIR PUSHER
4330H1	1120	STAIR PUSHER - HYD HEATER
4330M1	1120	STAIR PUSHER - HYD PUMP
4330M2	1120	STAIR PUSHER - COOLER LOOP
4335M1	1120	STORAGE DECK
4340M1	1120	WASTE CONV #1 (OPTIONAL)
4343M1	1120	WASTE CONV #2
4346M1	1120	WASTE CONV #3
4349M1	1120	WASTE CONV #4
4360	1120	MAGAZINE LOADER

#	Current /Future	HP Field verified	GFFI Equip. No	Burkle #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Expto. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compress ed Air SCFM
Burkle & Costa Sander Line (7010 to 7291)																		
1						7	7.3	10										
2	Current		7010	10	Feeding System - Misc	1.5	1.5	2.0	600	3	N	No	Y					
3	Current		7011	11	Bundle Infeed Conveyor #1	1.5	1.5	2.0	600	3	N	No	Y					
4	Current		7012	12	Bundle Infeed Conveyor #2	5.5												
5	Current		7013	13	Scissor lift #1	-	1.5	2.0	600	3	N	No	Y					
6	Current		7013M1	13	Scissor lift #1 - Roller drive	-	4.0	5.4	600	3	N	No	N					
7	Current		7013M2	13	Scissor lift #1 - Hydraulic Motor	5.5												
8	Current		7014	13	Scissor lift #2	-	1.5	2.0	600	3	N	No	Y					
9	Current		7014M1	14	Scissor lift #2 - Roller drive	-	4.0	5.4	600	3	N	No	N					
10	Current		7014M2	14	Scissor lift #2 - Hydraulic Motor	0.75	0.75	1.0	600	3	N	No	Y					
11	Current		7015	15	Entry Reject Nip roller	0.75	0.75	1.0	600	3	Y	No	Y					0.6 cfm
12	Current		7016	18	Panel Feed Conveyor A	4.0	4.0	5.4	600	3	N	No	Y					
13	Current		7017	17	Protection Brd Bin Scissor Lift #3 - Hyd. Motor	1.5	1.5	2.0	600	3	N	No	Y					
14	Current		7018	18	Bundle Infeed Conveyor #3	6.8												
15	Current		7019	18	Infeed Portal Staker	-	1.9	2.6										
16	Current		7019M1	18	Infeed Portal vacuum feeder - Travel servo drive	-	55.0	73.8	600	3	N	No	N	-18,282				223.0 cfm
17	Current		7019M2	19	Infeed Portal vacuum feeder - Lifting drive	-	37.0	49.6	600	3	N	No	N					
18	Current		7019M3	19	Infeed Portal vacuum feeder - Vacuum drive	-	30.0	40.2	600	3	N	No	N					
19	Current		7020	20	Alignment Roller Conveyor B	1.1	1.1	1.5	600	3	N	No	N					1.0 cfm
20	Current		7030	30	Sanding Machine #1 - K3 CGCT 1650	181.2												
21	Current		7030	30	Sanding Machine #1 - Misc	-	1.9	2.6										
22	Current		7030M10	30	Sanding Machine #1 - Infeed Pressure Beam	-	55.0	73.8	600	3	N	No	N	-18,282				223.0 cfm
23	Current		7030M20	30	Sanding Machine #1 - Intermediate Beam #1	-	37.0	49.6	600	3	N	No	N					
24	Current		7030M30	30	Sanding Machine #1 - Intermediate Beam #2	-	30.0	40.2	600	3	N	No	N					
25	Current		7030M40	30	Sanding Machine #1 - Intermediate Beam #3	-	22.0	28.5	600	3	N	No	N					
26	Current		7030M50	30	Sanding Machine #1 - Brush	-	1.3	1.7	600	3	N	No	N					
27	Current		7030M6	30	Board Vacuum HP Fan		3.7	5.0	600	3								
28	Current		7030M102	30	Sanding Machine #1 - Board Vacuum HP Fan	-	16.0	24.1	600	3	N	No	N	-1,170				
29	Current		7030M120	30	Sanding Machine #1 - Feed	-	11.0	14.8	600	3	Y	No	N					
30	Current		7030M121	30	Presser Roller Motor	-	0.4	0.5	600	3	N	No	N					
31	Current		7030M160	35	Sanding Machine #1 - Height Adjustment	-	0.8	1.2	600	3	N	No	N					
32	Current		7035	35	Cleaning Machine - BC2 1650, Wt = 5000 Lbs	9.8												40.0 cfm
33	Current		7035	35	Cleaning Machine - Misc	-	1.9	2.5										
34	Current		7035M10	35	Cleaning Machine - Cleaner #1	-	2.2	3.0	600	3	N	No	N					
35	Current		7035M20	35	Cleaning Machine - Cleaner #2	-	2.2	3.0	600	3	N	No	N					
36	Current		7035M120	35	Cleaning Machine - Feed	-	3.0	4.0	600	3	Y	No	N					
37	Current		7035M160	35	Cleaning Machine - - Height Adjustment	-	0.3	0.4	600	3	N	No	N					
38	Current		7040	40	IR Pre-heating Unit	79.1												
39	Current		7040R	40	Pre-Heating Unit - IR Radiant 1 - 6	-	70.8	93.6	600	3								
40	Current		7040M1	40	Pre-Heating Unit - Transport	-	0.8	1.0	600	3	Y	No	N					
41	Current		7040M2	40	Pre-Heating Unit - Strip Cooling	-	2.5	3.4	600	3	N	No	N	-883				0.1 cfm
42	Current		7040M3	40	Pre-Heating Unit - Exhaust Fan	-	2.5	3.4	600	3	N	No	N					
43	Current		7040M4	40	Pre-Heating Unit - Supply Air Fan	-	2.5	3.4	600	3	N	No	N					
44	Current		7050	50	Roll Coater #1 - SLG	4.1												
45	Current		7050M1	50	Roll Coater #1 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					
46	Current		7050M2	50	Roll Coater #1 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
47	Current		7050M3	50	Roll Coater #1 - Height Adjustment	-	0.4	0.6	600	3	N	No	N					
48	Current		7050M4	50	Roll Coater #1 - Transport	-	1.5	2.0	600	3	Y	Y	N					
49	Current		7050M5	50	Roll Coater #1 - Circulation Air Pump	-												4.0 cfm

#	Current /Future	HP Field verified	GPPI Equip. No	Burkle #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Explo. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compressed Air SCFM
50	Current		7080	60	UV-Unit #1	48.4												
51	Current		7060L1	60	UV-Unit #1 - Lamp #1		21.0	28.0										
52	Current		7060L2	60	UV-Unit #1 - Lamp #2		21.0	28.0										
53	Current		7060	60	UV-Unit #1 - Misc	-	1.9	2.5										
54	Current		7060M1	60	UV-Unit #1 - Transport	-	0.8	1.0	600	3	Y	No	N					0.1 cfm
55	Current		7060M2	60	UV-Unit #1 - Strip Cooling	-	1.2	1.8	600	3	N	No	N					
56	Current		7060M3	60	UV-Unit #1 - UV Module Exhaust Air	-	2.5	3.4	600	3	N	No	N					
57	Current		7070	70	Roll Coater #2 - SLG	4.1												1.8 cfm
58	Current		7070M1	70	Roll Coater #2 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					
59	Current		7070M2	70	Roll Coater #2 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
60	Current		7070M3	70	Roll Coater #2 - Height Adjustment	-	0.4	0.5	600	3	N	No	N					
61	Current		7070M4	70	Roll Coater #2 - Transport	-	1.5	2.0	600	3	Y	Y	N					
62	Current		7070M5	70	Roll Coater #2 - Circulation Air Pump	-												
63	Current		7080	80	Roll Coater #3 - Filler	6.8												4.0 cfm
64	Current		7080M1	80	Roll Coater #3 - Transport #1	-	1.5	2.0	600	3	Y	Y	N					1.8 cfm
65	Current		7080M2	80	Roll Coater #3 - Transport #2	-	1.5	2.0	600	3	Y	Y	N					
66	Current		7080M3	80	Roll Coater #3 - Applying Roller Drive	-	2.2	3.0	600	3	Y	Y	N					
67	Current		7080M4	80	Roll Coater #3 - Doctor Roller	-	0.4	0.5	600	3								
68	Current		7080M5	80	Roll Coater #3 - Smoothing Roller	-	0.8	1.0	600	3								
69	Current		7080M6	80	Roll Coater #3 - Height Adjustment	-	0.3	0.34	600	3	Y	Y	N					
70	Current		7080M7	80	Roll Coater #3 - Smoothing Roll Height Adjustment	-	0.3	0.34	600	3	Y	Y	N					
71	Current		7080M8	80	Roll Coater #3 - Circulation Air Pump	-												4.0 cfm
72	Current		7090	90	UV-Unit #2	48.4												
73	Current		7090L1	90	UV-Unit #2 - Lamp #1		21.0	28.0										
74	Current		7090L2	90	UV-Unit #2 - Lamp #2		21.0	28.0										
75	Current		7090L3	90	UV-Unit #2 - Misc	-	1.9	2.5										
76	Current		7090M1	90	UV-Unit #2 - Transport	-	0.8	1.0	600	3	Y	No	N					0.1 cfm
77	Current		7090M2	90	UV-Unit #2 - Strip Cooling	-	1.2	1.6										
78	Current		7090M3	90	UV-Unit #2 - UV Module 1 Exhaust Air	-	2.5	3.4	600	3	N	No	N					
79	Current		7095	95	Drying Belt Conveyor	2.2	2.2	3.0	600	3	Y	No	N					
80	Current		7100	100	Sanding Machine #2 - S3 CT 1650 - 18,000 Lbs	62.9												
81	Current		7100	100	Sanding Machine #2 - Misc	-	1.6	2.2										
82	Current		7100M10	100	Sanding Machine #2 - Primary Drum	-	22.0	28.5	600	3	Y	No	N	-8,889				186.0 cfm
83	Current		7100M20	100	Sanding Machine #2 - Intermediate Beam #1	-	22.0	29.5	600	3	Y	No	N					
84	Current		7100M80	100	Sanding Machine #2 - Sanding belt cleaner brush	-	1.3	1.7	600	3	N	No	N					
85	Current		7100M103	100	Sanding Machine #2 - Board Vacuum HP Fan	-	5.6	8.9	600	3	N	No	N	-706				
86	Current		7100M120	100	Sanding Machine #2 - Feed	-	5.5	7.4	600	3	Y	No	N					
87	Current		7100M121	100	Sanding Machine #2 - Presser Roller	-	0.4	0.5	600	3	N	No	N					
88	Current		7100M160	100	Sanding Machine #2 - Height Adjustment	-	0.6	0.7	600	3	N	No	N					
89	Current		7100M7	100	Board Vacuum HP Fan	-	3.0	4.0	600	3								
90	Current		7110	110	Panel Feed Conveyor C	0.75	0.75	1.0	600	3	Y	No	N					
91	Current		7120	120	Roll Coater #4 - Filler	6.8												1.8 cfm
92	Current		7120M1	120	Roll Coater #4 - Transporter #1	-	1.5	2.0	600	3	Y	Y	N					
93	Current		7120M2	120	Roll Coater #4 - Transporter #2	-	1.5	2.0	600	3	Y	Y	N					
94	Current		7120M3	120	Roll Coater #4 - Applying Roll Drive	-	2.2	3.0	600	3								
95	Current		7120M4	120	Roll Coater #4 - Doctor Roller	-	0.4	0.5	600	3								
96	Current		7120M5	120	Roll Coater #4 - Smoothing Roller	-	0.8	1.0	600	3	Y	Y	N					
97	Current		7120M6	120	Roll Coater #4 - Height Adjustment	-	0.3	0.3	600	3	Y	Y	N					
98	Current		7120M7	120	Roll Coater #4 - Smoothing Roller Height Adjustment	-	0.3	0.3	600	3	Y	Y	N					

#	Current /Future	HP Field verified	GFP# Equip. No	Burkde #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Expto. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compras sd Air SCFM
99	Current		7120M8	120	Roll Coater #4 - Circulation Air Pump	-												10.0 cfm
100	Current		7130	130	UV-Unit #3	48.4												
101	Current		7130L1	130	UV-Unit #3 - Lamp #1		21.0	28.0										
102	Current		7130L2	130	UV-Unit #3 - Lamp #2		21.0	28.0										
103	Current		7130	130	UV-Unit #3 - Misc	-	1.9	2.5										
104	Current		7130M1	130	UV-Unit #3 - Transport	-	0.8	1.0	600	3	Y	No	N					
105	Current		7130M2	130	UV-Unit #3 - Strap Cooling	-	1.2	1.8										0.1 cfm
106	Current		7130M3	130	UV-Unit #3 - Exhaust Fan	-	2.5	3.4	600	3	N	No	N		-1,589	-1,806		
107	Current		7140	140	Sanding Machine #3 - S3 CT 1650 - 16,000 Lbs	62.9												
108	Current		7140	140	Sanding Machine #3 - Misc	-	1.6	2.1										
109	Current		7140M10	140	Sanding Machine #3 - Primary Drum	-	22.0	29.5	600	3	Y	No	N	-8,989				189.0 cfm
110	Current		7140M20	140	Sanding Machine #3 - Intermediate Beam #1	-	22.0	29.5	600	3	Y	No	N					
111	Current		7140M80	140	Sanding Machine #3 - Sanding belt cleaner brush	-	1.3	1.7	600	3	N	No	N					
112	Current		7140M102	140	Sanding Machine #3 - Board Vacuum HP Fan	-	6.6	8.9	600	3	N	No	N	-706				
113	Current		7140M120	140	Sanding Machine #3 - Feed	-	5.5	7.4	600	3	Y	No	N					
114	Current		7140M121	140	Sanding Machine #3 - Presser Roller	-	0.4	0.5	600	3	N	No	N					
115	Current		7140M160	140	Sanding Machine #3 - Height Adjustment	-	0.6	0.7	600	3	N	No	N					
116	Current		7140M7	140	Board Vacuum HP Fan	-	3.0	4.0	600	3								
117	Current		7150	150	Panel Feed Conveyor D	0.75	0.75	1.0	600	3	Y	No	N					
118	Current		7151	151	Panel Feed Conveyor F	0.75	0.75	1.0	600	3	Y	No	N					
119	Current		7152	152	Line Curve Conveyor G	6.0												
120	Current		7152M1	152	Line Curve Conveyor G1	-	1.5	2.0	600	3	Y	No	N					
121	Current		7152M2	152	Line Curve Conveyor G2	-	1.5	2.0	600	3	Y	No	N					
122	Current		7152M3	152	Line Curve Conveyor G3	-	1.5	2.0	600	3	Y	No	N					
123	Current		7152M4	152	Line Curve Conveyor G4	-	1.5	2.0	600	3	Y	No	N					
124	Current		7154	154	Alignment Roller Conveyor H	0.75	0.75	1.0	600	3	Y	No	N					
125	Current		7160	160	Roll Coater #5 - SLC	4.1												1.8 cfm
126	Current		7160M1	160	Roll Coater #5 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					
127	Current		7160M2	160	Roll Coater #5 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
128	Current		7160M3	160	Roll Coater #5 - Height Adjustment	-	0.4	0.5	600	3	Y	Y	N					
129	Current		7160M4	160	Roll Coater #5 - Transport	-	1.5	2.0	600	3	Y	Y	N					
130	Current		7160M5	160	Roll Coater #5 - Circulation Air Pump	-												4.0 cfm
131	Current		7170	170	UV-Unit #4	73.0									-883	-1,004		
132	Current		7170L1	170	UV-Unit #4 - Lamp #1		21.0	28.0							-1,589	-1,806		
133	Current		7170L2	170	UV-Unit #4 - Lamp #2		21.0	28.0							-1,589	-1,806		
134	Current		7170L3	170	UV-Unit #4 - Lamp #3		21.0	28.0										
135	Current		7170	170	UV-Unit #4 - Misc	-	3.0	4.0										
136	Current		7170M1	170	UV-Unit #4 - Transport	-	0.8	1.0	600	3	Y	No	N					
137	Current		7170M2	170	UV-Unit #4 - Strap Cooling	-	1.2	1.6	600	3								0.1 cfm
138	Current		7170M3	170	UV-Unit #4 - UV Module 1 Exhaust Air	-	2.5	3.4	600	3								
139	Current		7170M4	170	UV-Unit #4 - UV Module 2 Exhaust Air	-	2.5	3.4	600	3	N	No	N					
140	Current		7180	180	Sanding Machine #4 - S3 CT 1650 - 16,000 Lbs	62.8												
141	Current		7180	180	Sanding Machine #4 - Misc	-	1.6	2.2										
142	Current		7180M10	180	Sanding Machine #4 - Primary Drum	-	22.0	29.5	600	3	Y	No	N	-8,989				189.0 cfm
143	Current		7180M20	180	Sanding Machine #4 - Intermediate Beam #1	-	22.0	29.5	600	3	Y	No	N					
144	Current		7180M80	180	Sanding Machine #4 - Sanding belt cleaner brush	-	1.3	1.7	600	3	N	No	N					
145	Current		7180M102	180	Sanding Machine #4 - Board Vacuum HP Fan	-	6.6	8.9	600	3	N	No	N	-706				
146	Current		7180M120	180	Sanding Machine #4 - Feed	-	5.5	7.4	600	3	Y	No	N					
147	Current		7180M121	180	Sanding Machine #4 - Presser Roller	-	0.4	0.5	600	3	N	No	N					

CWP Equipment List.xls

#	Current /Future	HP Field verified	GFPI Equip. No	Burkle #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Explo. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compressed Air SCFM
146	Current		7180M160	180	Sanding Machine #4 - Height Adjustment	-	0.8	0.7	600	3	N	No	N					
149	Current		7180M7	180	Board Vacuum HP Fan	-	3.0	4.0	600	3								
150	Current		7190	190	Panel Feed Conveyor E	0.8	0.8	1.0	600	3	Y	No	N					
151	Current		7200	200	Roll Coater #8 - SLC	4.1												
152	Current		7200M1	200	Roll Coater #8 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					1.8 cfm
153	Current		7200M2	200	Roll Coater #8 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
154	Current		7200M3	200	Roll Coater #8 - Height Adjustment	-	0.4	0.5	600	3	Y	Y	N					
155	Current		7200M4	200	Roll Coater #8 - Transport	-	1.5	2.0	600	3	Y	Y	N					
156	Current		7200M5	200	Roll Coater #8 - Circulation Air Pump	-												4.0 cfm
157	Current		7210	210	UV-Unit #5	48.4												
158	Current		7210L1	210	UV-Unit #5 - Lamp #1		21.0	28.0							-1.589	-1.806		
159	Current		7210L2	210	UV-Unit #5 - Lamp #2		21.0	28.0							-1.589	-1.806		
160	Current		7210	210	UV-Unit #5 - Misc	-	1.9	2.5										
161	Current		7210M1	210	UV-Unit #5 - Transport	-	0.8	1.0	600	3	Y	No	N					0.1 cfm
162	Current		7210M2	210	UV-Unit #5 - Strap Cooling	-	1.2	1.6	600	3								
163	Current		7210M3	210	UV-Unit #5 - Exhaust Fan	-	2.5	3.4	800	3	N	No	N					
164	Current		7220	220	Roll Coater #7 - SLC	4.1												
165	Current		7220M1	220	Roll Coater #7 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					1.8 cfm
166	Current		7220M2	220	Roll Coater #7 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
167	Current		7220M3	220	Roll Coater #7 - Height Adjustment	-	0.4	0.5	600	3	Y	Y	N					
168	Current		7220M4	220	Roll Coater #7 - Transport	-	1.5	2.0	600	3	Y	Y	N					
169	Current		7220M5	220	Roll Coater #7 - Circulation Air Pump	-												4.0 cfm
170	Current		7230	230	UV-Unit #6	48.4												
171	Current		7230L1	230	UV-Unit #6 - Lamp #1		21.0	28.0							-1.589	-1.806		
172	Current		7230L2	230	UV-Unit #6 - Lamp #2		21.0	28.0							-1.589	-1.806		
173	Current		7230	230	UV-Unit #6 - Misc	-	1.9	2.5										
174	Current		7230M1	230	UV-Unit #6 - Transport	-	0.8	1.0	600	3	Y	No	N					0.1 cfm
175	Current		7230M2	230	UV-Unit #6 - Strap Cooling	-	1.2	1.6										
176	Current		7230M3	230	UV-Unit #6 - Exhaust Fan	-	2.5	3.4	800	3	N	No	N					
177	Current		7231	231	Conveyor I	0.8	0.8	1.0	600	3	Y	No	N					
178	Current		7232	232	Conveyor J	0.8	0.8	1.0	600	3	Y	No	N					
179	Current		7237	237	Conveyor K	0.8	0.8	1.0	600	3	Y	No	N					
180	Current		7238	238	Conveyor L	0.8	0.8	1.0	600	3	Y	No	N					
181	Current		7240	240	Roll Coater #8 - SLC	4.1												
182	Current		7240M1	240	Roll Coater #8 - Applying Roller	-	1.5	2.0	600	3	Y	Y	N					1.8 cfm
183	Current		7240M2	240	Roll Coater #8 - Reversing Doctor Roller	-	0.8	1.0	600	3	Y	Y	N					
184	Current		7240M3	240	Roll Coater #8 - Height Adjustment	-	0.4	0.5	600	3	Y	Y	N					
185	Current		7240M4	240	Roll Coater #8 - Transport	-	1.5	2.0	600	3	Y	Y	N					
186	Current		7240M5	240	Roll Coater #8 - Circulation Air Pump	-												4.0 cfm
187	Current		7250	250	UV-Unit #7	146.8												
188	Current		7250L1	250	UV-Unit #7 - Lamp #1		21.0	28.0							-1.589	-1.806		
189	Current		7250L2	250	UV-Unit #7 - Lamp #2		21.0	28.0							-1.589	-1.806		
190	Current		7250L3	250	UV-Unit #7 - Lamp #3		21.0	28.0							-1.589	-1.806		
191	Current		7250L4	250	UV-Unit #7 - Lamp #4		21.0	28.0							-1.589	-1.806		
192	Current		7250L5	250	UV-Unit #7 - Lamp #5		21.0	28.0							-1.589	-1.806		
193	Current		7250L6	250	UV-Unit #7 - Lamp #6		21.0	28.0							-1.589	-1.806		
194	Current		7250	250	UV-Unit #7 - Misc	-	7.5	10.1							-1.589	-1.806		
195	Current		7250M1	250	UV-Unit #7 - Transport	-	0.8	1.0	600	3	Y	No	N					0.1 cfm
196	Current		7250M2	250	UV-Unit #7 - Strap Cooling #1	-	2.5	3.4	600	3								

#	Current / Future	HP Field verified	GPII Equip. No	Burkle #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Expto. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compressed Air SCFM
197	Current		7250M3	250	UV-Unit #7 - Strap Cooling #2	-	2.5	3.4	500	3								
198	Current		7250M4	250	UV-Unit #7 - UV Module 1 Exhaust Air	-	2.5	3.4	500	3								
199	Current		7250M5	250	UV-Unit #7 - UV Module 2 Exhaust Air	-	2.5	3.4	500	3								
200	Current		7250M6	250	UV-Unit #7 - UV Module 3 Exhaust Air	-	2.5	3.4	500	3								
201	Current		7255	255	Star Turner System	10.8												
202	Current		7255M1	255	Star Turner System - Infeed belt conveyor #1	-	0.75	1.0	500	3								
203	Current		7255M2	255	Star Turner System - Infeed belt conveyor #2	-	1.1	1.5	500	3								
204	Current		7255M3	255	Star Turner System - Star Turning device	-	0.4	0.6	500	3								
205	Current		7255M4	255	Star Turner System - Roller conveyor #1	-	0.6	0.7	500	3								
206	Current		7255M5	255	Star Turner System - Roller conveyor #2	-	0.6	0.7	500	3								
207	Current		7255M6	255	Star Turner System - Roller conveyor #3	-	0.6	0.7	500	3								
208	Current		7255M7	255	Star Turner System - Roller conveyor #4	-	0.6	0.7	500	3								
209	Current		7255M8	255	Star Turner System - Portal Slacker travel drive	-	5.8	7.7	500	3								
210	Current		7255M9	255	Star Turner System - Portal Slacker travel drive	-	5.8	7.7	500	3								
211	Current		7260	260	Alignment Roller Conveyor M	1.5	1.5	2.0	500	3								
212	Current		7270	270	Stacking System - Misc	61.8	61.8	82.9	600	3								0.1 cfm
213	Current		7271	271	Panel Feed Conveyor N	0.6	0.6	0.7	500	3								
214	Current		7272	272	Scissor lift #4	5.2												
215	Current		7272M1	272	Scissor lift #4 - Roller drive	-	3.7	5.0	500	3								
216	Current		7272M2	272	Scissor lift #4 - Hydraulic Motor	-	1.5	2.0	500	3								
217	Current		7273	273	Bundle Outfeed Conveyor #1	3.7	3.7	5.0	500	3								
218	Current		7274	274	Scissor lift #5	5.2												
219	Current		7274M1	274	Scissor lift #5 - Roller drive	-	3.7	5.0	500	3								
220	Current		7274M2	274	Scissor lift #5 - Hydraulic Motor	-	1.5	2.0	500	3								
221	Current		7275	275	Bundle Outfeed Conveyor #2	3.7	3.7	5.0	500	3								
222	Current		7277	277	Entry Reject Nip roller	2.0	2.0	2.7	500	3								0.5 cfm
223	Current		7278	278	Scissor lift #6	5.2												
224	Current		7278M1	278	Scissor lift #6 - Roller drive	-	3.7	5.0	500	3								
225	Current		7278M2	278	Scissor lift #6 - Hydraulic Motor	-	1.5	2.0	500	3								
226	Current		7279	279	Bundle Outfeed Conveyor #3	0.6	0.6	0.7	500	3								
227	Current		7280	280	Outfeed Portal Slacker	8.5												
228	Current		7280M1	280	Outfeed Portal vacuum feeder - Travel servo drive	-	5.8	7.7	500	3								
229	Current		7280M2	280	Outfeed Portal vacuum feeder - Lifting drive	-	0.6	0.7	500	3								
230	Current		7280M3	280	Outfeed Portal vacuum feeder - Vacuum drive	-	2.2	3.0	500	3								
231	Current		7281	281	Protection Brd Feeder #1	0.3	0.3	0.4	500	3								
232	Current		7282	282	Protection Brd Feeder #2	0.3	0.3	0.4	500	3								
233	Current		7280	280	T & G Feed Conveyor O	1.5	1.5	2.0	500	3								
234	Current		7291	291	T & G By-pass conveyor P	4.0	4.0	6.4	500	3								
235	Current		7292	292	T & G By-pass conveyor Q	0.75	0.75	1.0	500	3								
236	Current		8000	8000	Master Control MCC	16.0	16.0	21.5										
237	Current		8500	8500	HMI Interface	0.3	0.3	0.3										
238					Burkle & Costa Lines - Sub total	1141.3	1141.3	1528.8						-55,490	-27,190	-30,802	0	883.5 cfm
239																		
240																		
Misc Line Systems (7300 to 7399)																		
241	Current		7301		Manual Strapping Station	0.0	0.0	0.0										10.0 cfm
242					Misc Line Systems - Sub total	0.0	0.0	0.0						0	0	0	0	10.0 cfm

S	Current /Future	HP Field verified	GFPI Equip. No	Burkto #	Description	kW Total	Unit	HP	Volts	Ph	VFD	Explo. Proof	Revers-ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compress- ed Air SCFM
Utilities & Infrastructure (7700 to 7899)																		
243						37.3												
244	Current		7701		Make-up heater #1													
245	Current		7701M1		Make-up heater #1 - Main Blower	29.8		40.0	600	3	N	N	N					
246	Current		7701M2		Make-up heater #1 - Combustion Fan	3.7		5.0	600	3	N	N	N					
247	Current		7701M3		Make-up heater #1 - ID Fan	3.7		5.0	600	3	N	N	N					
248	Current		7702		Make-up heater #2	37.3												
249	Current		7702M1		Make-up heater #2 - Main Blower	29.8		40.0	600	3	N	N	N					
250	Current		7702M2		Make-up heater #2 - Combustion Fan	3.7		5.0	600	3	N	N	N					
251	Current		7702M3		Make-up heater #2 - ID Fan	3.7		5.0	600	3	N	N	N					
252	Current		7711		Unit heater #1	0.1		0.2	110	1	N	N	N					
253	Current		7712		Unit heater #2	0.1		0.2	110	1	N	N	N					
254	Current		7713		Unit heater #3	0.1		0.2	110	1	N	N	N					
255	Current		7714		Unit heater #4	0.1		0.2	110	1	N	N	N					
256	Current		7715		Unit heater #5	0.1		0.2	110	1	N	N	N					
257	Current		7716		Unit heater #6	0.1		0.2	110	1	N	N	N					
258	Current		7717		MCC Room Heater #1	5.0		8.7	600	3	N	N	N					
259	Current		7718		MCC Room Heater #2	5.0		8.7	600	3	N	N	N					
260	Current		7719		Compressor Room Heater	5.0		8.7	600	3	N	N	N					
261	Current		7730		Well water Pump	1.1		1.5	240	1	N	N	N					
262	Current		7731		Showers Process water pump	1.1		1.5	600	3	N	N	N					
263	Current		7733		Compressor room Condensate pump - Air	0.3		0.4	110	1	N	N	N					
264	Current		7734		Sewer pump to septic system	0.3		0.4	110	1	N	N	N					
265	Current		7735		Showers #1 drain pump	0.3		0.4	110	1	N	N	N					
266	Current		7736		Showers #2 drain pump	0.3		0.4	110	1	N	N	N					
267	Current		7740		Air Compressor - Wt = 6000 Lbs	234.9												
268	Current		7740M1		Air Compressor - Wt = 6000 Lbs	224		300	600	3	N	N	N					
269	Current		7740M2		Air Compressor Cooling Fan	11		15	600								-26,000	
270	Current		7742		Air Drier - Refrigerated	5.6		7.5	600									
271	Current		7743		Water Evaporator - Condensate - 15 amp	2.6		3.5	110									
272	Current		7750		Office HVAC - Condenser fan	7.5		10.0	110	3	N	N	N					
273	Current		7751		Office HVAC - Forced Air Fan	7.5		10.0	110	3	N	N	N					
274	Current		7752		Office HVAC - Heat Recovery Unit	7.5		10.0	110	3	N	N	N					
275	Current		7753		Office HVAC - Steam Humidifier													
276	Current		7757		Bathroom vent #1	0.2		0.3	110	1	N	N	N					
277	Current		7758		Bathroom vent #2	0.2		0.3	110	1	N	N	N				-200	
278	Current		7760		UV Cooling Fan	37.3		50.0	600	3	N	N	N				-200	
279	Current		7770		Dust Collection	284.9												
278	Current		7770M1		Dust Collection - Fan	281		350	600	3	N	N	N					
280	Current		7770M2		Dust Collection - Purge air	22		30.0	600	3	N	N	N					
281	Current		7770M3		Dust Collection - Rotating Plenum	0.4		0.5	600	3	N	N	N					
282	Current		7770M4		Dust Collection - Airlock	1.1		1.5	600	3	N	N	N					
283	Current		7780		Propane Station - 15 amp	2.6		3.5	110									
284	Current		7781		Overhead Door #1	1.5		2.0	110	1	N	N	N					
285	Current		7801		Diesel Fire Pump													
286	Current		7802		Fire Electric Pump - Jockey	2.2		3	240	1	N	N	N					
287	Current		7803		Fire Pump House Heater	5.0		6.7	240	1	N	N	N					
288	Current		7810		Fire panel													
289	Current		7860		Forklift #1 - Propane													

#	Current /Future	HP Field verified	GFPI Equip. No	Burkha #	Description	kW		HP	Volts	Ph	VFD	Explo. Proof	Revers- ible	Dust Collection SCFM	Cooling Air SCFM	Cooling Air ACFM	Other SCFM Removed	Compras ad Air SCFM
290					Utilities & Infrastructure - Sub total	686.6	686.5	919.2						0	0	0	-26,400	0.0 cfm
291																		
292					Electrical Systems (7900 to 7999)													
293	Current		7900		Plant wide electrical systems													
294	Current		7910		Transformer - 44 KV to 800 V													
295	Current		7920		800 V Switch Gear	-												
296	Current		7921		Capacitor bank	-												
297	Current		7931		Primary MCC #1	-												
298	Current		7932		Primary MCC #2	-												
299	Current		7933		Primary MCC #3	-												
300	Current		7934		Primary MCC #4	-												
301	Current		7935		Primary MCC #5	-												
302	Current		7936		Primary MCC #6	-												
303	Current		7937		Primary MCC #7	-												
304	Current		7940		Grecon System - Dust Collection	-												
305	Current		7940G1		Grecon System - Detect #1	-												
306	Current		7940G2		Grecon System - Extinguish	-												
307	Current		7940G3		Grecon System - Detect #2	-												
308	Current		7940G4		Grecon System - Abort Gate	-												
309	Current		7941		Transformer & Distribution Panel A	150.0	150	201.2	600	3								
310	Current		7942		Transformer & Distribution Panel B	30.0	30	40.2	600	3								
311	Current		7943		Transformer & Distribution Panel C	30.0	30	40.2	600	3								
312	Current		7950		Utilities PLC Panel	-												
313	Current		7951		Central Emergency Stop Panel	-												
314	Current		7961		Misc plant systems: phone/security/plc	125.0	125.0	167.6	110	1	N	N	N					
315	Current		7970		Lighting, emergency lights, interior & exterior	50.0	50.0	67.1	110	1	N	N	N					
316	Current		7975		Computer, Shops, Office	100.0	100.0	134.1	110	1	N	N	N					
317																		
318					Electrical Systems - Sub total	485.0	485.0	650.4						0	0	0	0	0.0 cfm
319																		
320																		
321					Grand Total - Connected Name Plate	2,312	2,312	3,098						-55,490	-27,190	-30,902	-26,400	894 cfm
322					Grand Total - Expected Load (70%)	1,618	1,618	2,169						-55,490	-27,190	-30,902	-26,400	894 cfm
323																		
324					Transformer Selection													
325					Transformer - Baseline Rating	3,000	3,000	4,023										
326					Transformer - Baseline De-rated for PF (0.90)	2,700	2,700	3,621										
327					Transformer - Future Capacity with Cooling	4,000	4,000	5,364										
328					Transformer - Future De-rated for PF (0.90)	3,800	3,800	4,828										
329																		
330					Reserve Capacity: Baseline - Nameplate	388	388	522										

CWP Equipment List's

[illegible]

CWP Dubois Print Line

- One roll coater with stain wiping brushes (13' x 8' wide)
- One scuff sander (9' x 8' wide)
- One embossing machine 7' x 8' wide)
- All application rolls and associated spares (Are 16" x 16" x 7' wide)
- Electrical cabinet with variable speed drive (16" wide x 16' long x 8'high)
- 6 different embossing units and associated wood grain rolls (part of the 14 wooden boxes mentioned above)
- One IR unit (20' long x 8' wide)
- One three head printer unit (21' x 8' wide)

CWP MOBILE EQUIPMENT

LOCATION	JDE #	ITEM	MAKE	MODEL	SERIAL #
		12000 LB Forklift	Toyota	7FGCU55	61181
		12000 LB Forklift	Toyota	7FGCU56 BCS	60501

ENGLEHART MOBILE EQUIPMENT

LOCATION	JDE #	ITEM	MAKE	MODEL	SERIAL #
ENGLEHART MILL					
53813	3813	BOBCAT	BOBCAT	753	2504
53820	3820	Cat Skid steer	CAT	216	4N2022241B
53830	3830	1982 FORKLIFT	TAYLOR	TY200M	S-G8-16531
53853	3853	Forklift	HYSTER	S80E	12064C
53856	3856	FORKLIFT	HYSTER	50XL	3B56
53857	3857	FORKLIFT	CAT	V50B	32N-512
53859	3859	LOADER	CAT	330 L	5SYM02065
53862	3862	1990 SERVICE TRUCK	DODGE	350	1B6MM3689L5641990
53870	3870	1992 SUCKER TRUCK	WHITE-GMC		4V2JCDF5NR813808
53872	3872	1980 SUCKER TRUCK	KENWORTH	C-500	90129M
1925	1925	185 CFM Air Compressor	Sullair	185 DPO_JD	004-109383
53873	3873	1994 MANLIFT 4x4	SNORKEL LIFT	ATB60ALFO	9406290694
53878	3878	1981 FUEL TRUCK	GMC	TC7	1GDP7D1Y4BV601001
53890	3890	WATER TANKER	FORD	800	6135
53891	3891	Electric Manlift	Selman	MSM16	0702515
51934	1934	1985 COMPRESSOR	GARDNER DENVER	750CFM	W27257
	3875	LIEHBERR - A944	LEIBHERR	A944	919-24214
	3876	LIEHBERR - A934	LEIBHERR	A934	935-26339
	3887	HYUNDAI LOADER	HYUNDAI	HL-780-3A	L60210049
	3888	HYUNDAI LOADER	HYUNDAI	HL-780-3A	L60210154
	3852	LOAD LIFTER FORKLIFT	LOAD LIFTER	2422-8D	2839
	3840	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	60632
	3841	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	60633
	3842	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	60898
	3843	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	60899
	3844	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	61038
	3845	TOYOTA 12000LB FORKLIFT	TOYOTA	7FGCU55 BCS	61039
	3869	KOMATSU PARALIFT(2000)	KOMATSU	WA500-3L	A70165
	3871	2004 GMC 4 X 4 2500	GMC	2500 SIERRA	1GTHK24U24E185408
	3817	ADVANCED FLOOR SWEEPER	ADVANCED-2006	6250P	1921041
	3889	SIMON MANLIFT	SIMON	2034	EBD02310
	3892	ZOOM BOOM(45' REACH)	JLG	450AJ	0300102530
	5564	2000 Thomas loader and sweep	Thomas	T153-S	LN002528
	5577	2002 Toyota Forklift	Toyota	7FGU30	63189
	5592	Unloader Liebherr 934	Liebherr	A934BHD	935-25242
	5591	Unloader Liebherr 934	Liebherr	SMA/A934B	28561
	5593	2005 Bucket Loader	Hyundai	HL780-3A	L60210132

Reman MOBILE EQUIPMENT

LOCATION	JDE #	ITEM	MAKE	MODEL	SERIAL #
		12000 LB Forklift	Toyota	7FGCU55BCS	60130
		10000 LB Forklift	Toyota	52-6FGCU45 BSC	61986
		Yard Loader	Hyundia	740TM-7	LFO210251

Reman Equipment

Unit Number	Description	Eq St	Resp. BU MODEL	Serial Number
3201	ELECTRICAL CONTROLS - R & D	IN	9930	
3401	ELECTRICAL CONTROLS - REMAN	IN	3510	
3405M1	PAINT BOOTH 1 - INFEED CONV #1	IN	3510	
3410M1	PAINT BOOTH 1 - INFEED CONV #2	IN	3510	
3415M1	CROSS OVER CONV	IN	3510	
3420M1	PAINT BOOTH 2 - INFEED CONV #1	IN	3510	
3425M1	PAINT BOOTH 2 - INFEED CONV #2	IN	3510	
3430M1	UNSTACKER INFEED CONV	IN	3510	
3435M1	UNSTACKER (SCISSOR LIFT)	IN	3510	
3440M1	SPEED UP ROLL CONV	IN	3510	
3445M1	SPEED UP OUTFEED CONV	IN	3510	
3450M1	STACKER INFEED CONV	IN	3510	
3455M1	STACKER (SCISSOR LIFT)	IN	3510	
3460M1	STACKER OUTFEED CONV	IN	3510	
3465M1	BUNDLE OUTFEED CONV	IN	3510	
3470M1	SAW INFEED CARRIAGE	IN	3510	
3475M1	ROLL CONV	IN	3510	
3480M1	TRIM SAWS	IN	3510	
3485M1	TRIM SAW OUTFEED STACKER	IN	3510	
3490M1	PAINT BOOTH SPRAYERS	IN	3510	
3495M1	PAINT BOOTH EXTRACTION FAN	IN	3510	
3500M1	DUNNAGE TABLE	IN	3510	
3505	BAGHOUSE	IN	3510	
3505M1	BAGHOUSE - FAN	IN	3510	
3590	LOADER CAT. IT24F	IN	3510	
3595	FORKLIFT	IN	3510	
3821	12000LB FORKLIFT TOYOTA	IN	3510 52-7FGCU55BCS	60130
3855	FORKLIFT HYSTER 120XLSBC	IN	3510 S120XLS2	Q004DO7249W

APPENDIX “4” TO SCHEDULE “A”

CONTRACTS

1. All orders for the sale of finished goods of the Vendors’ Businesses entered into in the Ordinary Course of Business which have not been completed as of the Closing Date.
2. All orders for the purchase of raw materials for the Vendors’ Businesses entered into in the Ordinary Course of Business which have not been completed as of the Closing Date.
3. All bills of lading for materials in transit for the Vendors’ Businesses entered into in the Ordinary Course of Business as which have not been completed as of the Closing Date.
4. All warehouse receipts with respect to Purchased Assets in effect as of the Closing Date.

2.1.1.2 Forest Resource Processing Facility Licence (by Location)

5. If the Closing Date occurs on or before March 31, 2010, Forest Resource Processing Facility Licence (Englehart 2009) between Grant Forest Products Inc. and Ministry of Natural Resources, Kirkland Lake District dated 25/03/2009 (Data Room Entry 2.1.1.2.1)
6. If the Closing Date occurs on or before March 31, 2010, Addendum to Forest Resource Processing Facility Licence (Englehart 2009) – between Grant Forest Products Inc. and Ontario, Kirkland Lake, Ontario dated 23/03/2009 (Data Room Entry 2.1.1.2.2)

Miscellaneous Fibre Agreements

7. Englehart "Mill As Agent" Agreement between Grant Forest Products Corporation and Minister of Natural Resources, Ontario dated 30/09/1998 (Data Room Entry 2.1.1.2.5)
8. Mass Scaling Agreement (Englehart) between Grant Forest Products Inc. and The Ministry of Natural Resources for the Province of Ontario dated 26/10/2009 (Data Room Entry 2.1.1.2.7)
9. Temporary Wood Storage Site (Matheson yard) agreement between the Ministry of Natural Resources and Grant Forest Products Inc. dated October 14, 2004 (Data Room Entry 2.1.1.2.8)

2.1.1.3 Memorandum of Agreement (by Location)

10. Romeo Malette Forest Memorandum of Agreement between Malette Inc. and Grant Forest Products Inc. dated September 26, 1998 (Timmins specific) (Data Room Entry 2.1.1.3.4)
11. Smooth Rock Falls Forest Memorandum of Agreement between Malette Inc. and Grant Forest Products Inc. dated September 26, 1998 (Timmins specific) Data Room Entry 2.1.1.3.5)

12. Memorandum of Agreement (Nipissing Forest) between Grant Forest Products Ltd. and Nipissing Forest Resource Management Inc. dated 09/11/2009 (Data Room Entry 2.1.1.3.11)

2.1.1.4 Forest Management Shareholder Agreements (by Location)

13. Shareholders Agreement (Nipissing Forest) between Grant Forest Products Corp. and Fryer Forest Products, Goulard Lumber Ltd., Tembec inc., Hempel-Gibson Forrest Products Ltd., Hec. Clouthier & Sons, Nipissing Forest Resource Management Inc. dated 07/05/1996 (Data Room Entry 2.1.1.4.1)
14. First Amending Agreement to Shareholders Agreement (Timiskaming Forest) between Grant Forest Products Inc., Timiskaming Forest Alliance Inc., Greg Woollings, 498503 ONT. INC., 1286851 Ontario Ltd., Abitibi-consolidated Company of Canada, Cheminis Lumber Inc., Domtar Inc., Liskeard Lumber Limited, Norbord Inc. dated 01/04/2006 (Data Room Entry 2.1.1.4.2)
15. Shareholders Agreement (Vermillion Forest) between R. Fryer Forest Products Ltd., Goulard Lumber (1971) Ltd., Tembec Inc., H & R Chartrand Lumber Co. Ltd., Gervais Forest Products Ltd., Lahaie Lumber Limited, Mainville Luimber Co., Nadon Lumber Ltd., G.W. Sutherland Contracting Co. ltd., Isidore Roy Limited with respect to The Vermilion Forest Management Company Ltd. dated 04/09/1997 (Data Room Entry 2.1.1.4.3)
16. Amendment to Shareholders Agreement with respect to The Vermilion Forest Management Company Ltd. between Grant Forest Products Corp., Domtar Inc., H & R Chartrand Lumber Co. Ltd., Mainville Lumber Co., Lahaie Lumber Ltd., Isidore Roy Limited, Gervais Forest Products, Goulard (1971) Ltd., N'Swakamok Forestry Corporation, Nadon Lumber Ltd., G.W. Sutherland Contracting Co. Ltd. dated 19/07/2005 (Data Room Entry 2.1.1.4.4)
17. Shareholders Agreement with respect to Timiskaming Forest Alliance Inc. between Grant Forest Products Corp., Grant Lumber Corporation and Timiskaming Forest Alliance Inc, among others, dated 17/12/1997 (Data Room Entry 2.1.1.4.8)
18. Final (unexecuted) Shareholders Agreement with respect to Abitibi River Forest Management Inc. dated December 15, 2009 (Data Room Entry 2.1.1.4.11)

2.1.1.5 Fiber Contracts

19. Agreement between Grant Forest Products, Inc. and Coleman Township dated 26/04/2006 (Data Room Entry 2.1.1.5.21)
20. Log Supply Agreement between Domtar Inc. and Grant Forest Products Inc. dated August 4, 2009 for the term April 1/09 to March 31, 2011 (Data Room Entry #2.1.1.5.22)

21. Transfer of Harvesting Rights between Grant Forest Products Product Inc and Goulard Lumber Ltd. with respect to Nipissing Forest Resource Management Inc. dated 10/04/2009 (Data Room Entry 2.1.1.5.23)
22. Forest Management Services Agreement between Ministry of Natural Resources and Grant Forest Products Inc. (Licence 551747 for the Temagami Unit - Apr 1 09-Mar 31 14) dated 26/11/2009 (Data Room Entry 2.1.1.5.26)

2.1.1.6 License to Harvest

23. License to Harvest Forest Resources (Nighthawk Forest) A63433 – Apr 1 09 to Mar 31 10 issued to Grant Forest Products Inc. dated 06/08/2009 (Data Room Entry 2.1.1.6.1) 211995)
24. License to Harvest Forest Resources (Nipissing Forest) 551762 – Apr 1 09 to Mar 31 14 issued to Grant Forest Products Inc. dated 01/04/2009 (Data Room Entry 2.1.1.6.2) 551762)
25. License to Harvest Forest Resources (Romeo Malette) 551757 Apr 1 09 to Mar 31 10 issued to Grant Forest Products Inc. dated 26/06/2009 (Data Room Entry 2.1.1.6.3) 212064)
26. License to Harvest Forest Resources (Temagami) 551747 Apr 1 09 to Mar 31 11 issued to Grant Forest Products Inc. dated 01/04/2009 (Data Room Entry 2.1.1.6.4) 551747)
27. Overlapping Forest Resource Licence Agreement (Romeo Malette Forest) between Grant Forest Products Inc. and Tembec Inc. dated 01/04/2009 (Data Room Entry 2.1.1.6.6)
28. Overlapping Licence Agreement (Nipissing Forest) Apr 1 2009 to Mar 31 2014 between Grant Forest Products Inc. and Nipissing Forest Resource Management Inc. dated 01/04/2009 (Data Room Entry 2.1.1.6.7)
29. Overlapping Licence Agreement (Nighthawk Forest Block 188) NHF0910-4 between Grant Forest Products Inc. and Abitibi-Consolidated company of Canada dated 29/04/2009 (Data Room Entry 2.1.1.6.9)

2.1.1.8 Energy Contracts

30. Temporary Assignment for Gas Transportation Contract (Englehart) between Grant Forest Products Inc. and Union Gas Limited dated 01/11/2009 (Data Room Entry 2.1.1.8.7) SA9842-1
31. Electricity Services Agreement between Grant Forest Products Inc. and Comsatec Inc. dated 5/12/2005 and Gas EDI Base Contract for Short Term Supply and Purchase of Natural Gas between Husky Energy Marketing Inc. and Grand Equipment Products Inc. d/b/a/ Grant Forest Products Inc. dated 01/04/2005 (Data Room Entry 2.1.1.8.9)

2.1.1.10 Other Contracts and Commitments

32. Siding Agreement between Grant Forest Products Inc. and CSX Transportation Inc. dated 23/08/2007 (Data Room Entry 2.1.1.10.4) 56414)

2.1.1.10.6 Service Agreements

33. Addendum to Agreement of 03/10/2005 between Grant Allendale, Inc., Grant Clarendon, Inc. and Grant Forest Products and Carmanagh Design and Mfg., Inc. dated 05/12/2006 (Data Room Entry 2.1.1.10.13) and underlying Agreement dated March 10, 2005 between Grant Allendale Inc., Grant Clarendon Inc., and Grant Forest Products Inc. (collectively the "Buyer"), and Carmanah Design and Manufacturing Inc. ("Seller") as referred to in the Addendum to Agreement of March 10, 2005 (Data Room Entry 2.1.1.10.13)

2.1.1.11 Resin and Wax contracts

34. MDI contract, BASF – Omnibus Amendment covering purchases for all Mills between Grant Allendale, Inc., Grant Clarendon, Inc. and Grant Forest Products and BASF Canada Inc. dated 01/01/2008 and underlying assigned agreements dated February 15, 2006 between Grant Allendale LP, Grant Clarendon LP, and Grant Forest Products Inc. and Tembec Industries Inc., and assigned by Tembec Industries Inc. to BASF Canada Inc. on December 1, 2007 as referred to in the Omnibus Amendment (Data Room Entry 2.1.1.11.1)
35. Phenolic Resin Supply agreement for Englehart and Timmins Mill – Sales Agreement between Grant Forest Products Inc. and Tembec Industries dated 24/04/2008 (Data Room Entry 2.1.1.11.3)
36. Tembec Sales Agreement, Englehart & Timmins – Sales Agreement between Grant Forest Products, Inc. and Tembec Industries dated 05/02/2006 (Data Room Entry 2.1.1.11.7)

2.1.1.12 Transportation and Warehouse

37. Master Agreement No. 024401 by and between Canadian National Railway Company and Grant Forest Products Sales Inc. and all updates including No. 024401-AL 0000 and all confidential supplements thereto including No. 024401-AL-0001-AE. (Data Room # 2.1.1.12.1 and 2.1.1.12.2)
38. Fishers Reload Agreement – Email from Kathy Greco to Dave Hall re: New Rate Sheet between Grant Forest Products Sales, Inc. and Fishers Reload dated 19/05/2008 (Data Room Entry 2.1.1.12.3) New Appendix B (Reload) and e-mail from Kathy Grecco to Dave Hall attaching current price sheet dated 04/01/2010 (Data Room Entry 2.1.1.12.15)
39. Lynch Logistics Inc Shipping rates – Email from Darrell Pluard to Chandra Ramiah between Grant Forest Products Sales, Inc. and Lynch Logistics, Inc. dated 15/04/2009 (Data Room Entry 2.1.1.12.6) re: Rates

40. Lynch Logistics Inc Warehouse Agreement – Consolidated Warehouse Agreement between Grant Forest Products Sales, Inc. and Lyncho, Inc. d/b/a Consolidated Warehouse dated 05/12/2008 (Data Room Entry 2.1.1.12.7) (Reload)
41. Riverside Reload Center Agreement – Offer of Services between Grant Forest Products and Riverside Reload Center dated 01/07/2009 (Data Room Entry 2.1.1.12.10) (Reload)
42. Van De Hogen Material Handling Rates and Charges between Grant Forest Products Sales, Inc. and Van de Hogen dated 15/07/1995 and rates updated and confirmed 04/01/2010 (Data Room Entries 2.1.1.12.11 and 2.1.1.12.15) (Reload)
43. New England Public Warehouse Rates – Rate Sheet from New England Public Warehouse between Grant Forest Products Sales, Inc. and New England Public Warehouse dated 07/01/2008 (Data Room Entry 2.1.1.12.12) (Reload)
44. Pittsburgh Intermodal Reload Terms – New Reload Set-up between Grant Forest Products Sales, Inc. and Pittsburgh Intermodal Terminals, Inc. dated 12/01/2001 (Data Room Entry 2.1.1.12.13) (Reload)
45. Savannah Port Warehouse – Rate sheet from Bo-Mark Transport Inc. between Grant Forest Products Sales Inc. and Bo-Mark Transport Inc. dated 05/22/2009 (Data Room Entry 2.1.1.12.7)
46. Quaboag Transfer Inc. – Confirmation of transfer charges between Grant Forest Products Sales Inc. and Quaboag Transfer Inc. dated 12/31/99 (Data Room Entry 2.1.1.12.15)
47. Groupe Savoie storage rates and charges between Grant Forest Products Sales Inc. and Groupe Savoie Inc. dated 04/01/10 (Data Room Entry 2.1.1.12.15)
48. J Line Transport LTD rates and charges between Grant Forest Products Sales Inc. and J Line Transport LTD dated 31/12/09 (Data Room Entry 2.1.1.12.15)
49. Desticon Transportation TX Inc. price schedule between Grant Forest Products Sales Inc. and Desticon Transportation TX Inc. (Data Room Entry 2.1.1.12.16)
50. Warehouse Services Inc. rates between Grant Forest Products Sales Inc. and Warehouse Services, Inc. dated 27/02/09 (Data Room Entry 2.1.1.12.18)
51. Adams Reload Company Inc. Reload Rates between Grant Forest Products Sales Inc. and Adams Reload Company Inc. effective 01/10/2000 (Data Room Entry 2.1.1.12.19)

2.1.1.15 Ontario Operations

52. Edwards Lease – Notice of Lease between Grant Forest Products Inc. and Douglas F. Edwards and Norman Jean Edwards dated 18/09/2001 (Data Room Entry 2.1.1.15.4)

- 53. Edwards-GFPI Agreement – Agreement between Grant Forest Products, Inc. and Douglas F. Edwards and Norma Jean Edwards dated 31/08/2001 (Data Room Entry 2.1.1.15.5)

5 Insurance Policies

5.2 Mill Property and Casualty

- 54. 0905-1005 Property Binder_Lloyd's London (Data Room Entry 5.2.1)
- 55. 2009-2010 Property Policy (Data Room Entry 5.2.7)
- 56. 2008_2009 Property Policy (Data Room Entry 5.2.8)

5.2.9 Property Policy year May 1 2005 to May 1 2008

- 57. FINAL WORDING 29Apr05 (Data Room Entry 5.2.9.1)
- 58. FINAL SIGN OFFS 29Apr05 (Data Room Entry 5.2.9.2)
- 59. GFP Endt 13 (Data Room Entry 5.2.9.3)
- 60. signed endt 14 (Data Room Entry 5.2.9.4)
- 61. GFP Endt 15 (Data Room Entry 5.2.9.5)
- 62. signed endt 16 zurich, aig, commonwealth (Data Room Entry 5.2.9.6)
- 63. Endt 17 Amend TD as 1st & 2nd Mortgagee (Data Room Entry 5.2.9.7)
- 64. Ren Endt 18 07-08 (Data Room Entry 5.2.9.8)
- 65. Ren Endt 19 07-08 (Data Room Entry 5.2.9.9)
- 66. GFP Endt 20 06-07 Prem Adjustment (Data Room Entry 5.2.9.10)
- 67. Ren Endt 21 07-08 (Data Room Entry 5.2.9.11)

5.3 Non-Mill Properties

- 68. 2008-2009 Non Mill Properties Policy (Data Room Entry 5.3.1)
- 69. 2008-2009 Non Mill Properties Policy Declarations (Data Room Entry 5.3.2)
- 70. Non-mill Property in US & Title Insurance (Data Room Entry 5.3.3)

5.4 Non-Mill Boiler & Machinery

- 71. 2007-2008 Non Mill Boiler & Machinery (Data Room Entry 5.4.1)

5.5 General Liability

- 72. 2008_09 General Liability policy declaration (Data Room Entry 5.5.1) Liberty Mutual
- 73. 2008_09 General Liability policy (Data Room Entry 5.5.2) Liberty Mutual
- 74. 2007_2008 CGL (Data Room Entry 5.5.4) Liberty Mutual
- 75. 2006_2007 CGL (Data Room Entry 5.5.5) Liberty Mutual
- 76. 2008_2009 General Liability _Endorsements (Data Room Entry 5.5.6)
- 77. 091031 to 101031 Liability Insurance Binder (Data Room Entry 5.5.7)
- 78. CGL-Prod Oct 2007 (Data Room Entry 5.5.11)
- 79. CGLOct 3 2007 (Data Room Entry 5.5.12)
- 80. CGL Liberty_2005-2006 (Data Room Entry 5.5.14)
- 81. General Liability_submission and application Nov 09 to Nov 10 (Data Room Entry 5.5.8)
- 82. General Liability_list of owned properties _Nov 09 (Data Room Entry 5.5.9)
- 83. CGL-Prod_Renewal Application_081017 (Data Room Entry 5.5.10)
- 84. 2009-2010 CGL Liberty Mutual as included in Schedule 7.17 (Data Room Entry 5.10 and 5.10b)

5.6 Umbrella

- 85. 2008-2009 Umbrella Policy Declarations - OLD (Data Room Entry 5.6.2a) Chubb
- 86. 2008-2009 Umbrella Policy - OLD (Data Room Entry 5.6.3a) Chubb
- 87. UMBRELLA APPLICATION Oct 31 2008 (Data Room Entry 5.6.1)
- 88. 2008_2009 Umbrella Policy Declarations (Data Room Entry 5.6.2) Chubb
- 89. 2008_2009 Umbrella Policy (Data Room Entry 5.6.3) Chubb
- 90. 2008_2009 Umbrella Policy Endorsements (Data Room Entry 5.6.4)
- 91. 1st Excess (Data Room Entry 5.6.5) GCAN 2008-2009
- 92. 2nd Excess (Data Room Entry 5.6.6) Liberty Mutual 2008-2009
- 93. 3rd Excess (Data Room Entry 5.6.7) Chubb 2008-2009
- 94. 4th Excess (Data Room Entry 5.6.8) Elliott's 2008-2009

95. 5th Excess (Data Room Entry 5.6.9) Liberty Mutual 2008-2009
96. 6th Excess (Data Room Entry 5.6.10) GCAN 2008-2009
97. 7th Excess (Data Room Entry 5.6.11) Chubb 2008-2009
98. 8th Excess (Data Room Entry 5.6.12) Allianz 2008-2009
99. 2007_2008 Umbrella (Data Room Entry 5.6.13) Chubb
100. 2007_2008 1st Excess (Data Room Entry 5.6.14) GCAN
101. 2007_2008 2nd Excess (Data Room Entry 5.6.15) Liberty Mutual
102. 2007_2008 3rd Excess (Data Room Entry 5.6.16) Chubb
103. 2007_2008 4th Excess (Data Room Entry 5.6.17) Elliott's
104. 2007_2008 5th Excess (Data Room Entry 5.6.18) Liberty Mutual
105. 2007_2008 6th Excess (Data Room Entry 5.6.19) GCAN
106. 2007_2008 7th Excess (Data Room Entry 5.6.20) Chubb
107. 2007_2008 8th Excess (Data Room Entry 5.6.21) Allianz
108. 2006_2007 Umbrella (Data Room Entry 5.6.22) Chubb
109. 2006_2007 1st Excess (Data Room Entry 5.6.23) GCAN
110. 2006_2007 2nd Excess (Data Room Entry 5.6.24) Liberty Mutual
111. 2006_2007 3rd Excess (Data Room Entry 5.6.25) Chubb
112. 2006_2007 4th Excess (Data Room Entry 5.6.26) Elliott's
113. 2006_2007 5th Excess (Data Room Entry 5.6.27) Liberty Mutual
114. 2006_2007 6th Excess (Data Room Entry 5.6.28) GCAN
115. 2006_2007 7th Excess (Data Room Entry 5.6.29) Chubb
116. 2006_2007 8th Excess (Data Room Entry 5.6.30) Allianz
117. 091031 to 101031 Umbrella Liability Insurance Binder (Data Room Entry 5.6.31) Chubb
118. 091031 to 101031 1st Excess Liability Insurance Binder (Data Room Entry 5.6.32) GCAN

119. 091031 to 101031 2nd Excess Liability Insurance Binder (Data Room Entry 5.6.33)
Liberty Mutual
120. 091031 to 101031 3rd Excess Liability Insurance Binder (Data Room Entry 5.6.34)
AXIS Reinsurance
121. 091031 to 101031 4th Excess Liability Insurance Binder (Data Room Entry 5.6.35)
Elliott's
122. 091031 to 101031 5th Excess Liability Insurance Binder (Data Room Entry 5.6.36)
Liberty Mutual
123. 091031 to 101031 6th Excess Liability Insurance Binder (Data Room Entry 5.6.37)
GCAN
124. 091031 to 101031 7th Excess Liability Insurance Binder (Data Room Entry 5.6.38)
Allianz
125. Umbrella renewal application_Nov 2009 to Nov 2010 (Data Room Entry 5.6.39)
126. Umbrella list of owned properties_Nov 2009 to Nov 2010 (Data Room Entry 5.6.40)
127. UMBRELLA APPLICATION Oct 312007 (Data Room Entry 5.6.41)
128. Umbrella Chubb 2005_2006 file 1 of 2 (Data Room Entry 5.6.42)
129. Umbrella Chubb 2005_2006 file 2 of 2 (Data Room Entry 5.6.43)
130. 1st Excess GCAN 2005_2006 (Data Room Entry 5.6.44)
131. 2nd Excess Liberty 2005_2006 (Data Room Entry 5.6.45)
132. 3rd Excess Chubb 2005_2006 (Data Room Entry 5.6.46)
133. 4th Excess Chubb/Elliott's 2005_2006 (Data Room Entry 5.6.47)
134. 5th Excess Liberty 2005_2006 (Data Room Entry 5.6.48)
135. 6th Excess GCAN 2005_2006 (Data Room Entry 5.6.49)
136. 7th Excess Chubb 2005_2006 (Data Room Entry 5.6.50)
137. 8th Excess Allianz 2005_2006 (Data Room Entry 5.6.51)

5.7 Crime

138. 2008_2009 Crime Policy Declaration (Data Room Entry 5.7.1)
139. 2008_2009 Crime Policy Endorsements (Data Room Entry 5.7.2)

- 140. 2008_2009 Crime Policy (Data Room Entry 5.7.3)
- 141. 091031 to 101031 Crime Insurance Binder (Data Room Entry 5.7.4)
- 142. 091031 to 101031 Excess Crime Insurance Binder (Data Room Entry 5.7.5)

5.8 AR Insurance

- 143. 0812 AR Insurance renewal (Data Room Entry 5.8.1)
- 144. AR Insurance_EDC (Data Room Entry 5.8.2)

5.9 Other Insurance Policies

- 145. 0905-1005 Machinery Breakdown binder 0905-1005 (Data Room Entry 5.9.1)
- 146. 0811-0911 Summary of Ancillary Policies (Data Room Entry 5.9.2)
- 147. Boiler and Machinery Policy 2007_2010 (Data Room Entry 5.9.13)
- 148. 04-07 Boiler & machinery Policy (Data Room Entry 5.9.14)

9.1.2 Summary of All Union Contracts

- 149. Union Contract Englehart 1– Collective Agreement between Grant Forest Products, Inc. and Communications, Energy and Paperworkers Union Local 99 dated 15/09/2005 (Data Room Entry 9.1.2.2 and 9.1.2.3)
- 150. Union Contract Englehart 2 – Pension Plan for Hourly Employees of Grant Forest Products Inc. - Englehart Plant between Grant Forest Products and Group Retirement Services dated 01/09/2006 (Data Room Entry 9.6.5) Registration Number 1013044)

10. Information Technology

10.2 IT Agreements

10.3.2 Service

- 151. Embarq-US Telephone Service Agreement between Grant Forest Products and Embarq Centurion dated 01/05/2009 (Data Room Entry 10.3.2.5)
- 152. NorthernTel-Long Distance Agreement between Grant Forest Products and NorthernTel dated 01/01/2007 (Data Room Entry 10.3.2.8)

10.3.3 Software

- 153. Kronos-Order Form and Software License & Service Agreement between Grant Forest Products, Inc and Kronos, Inc dated 17/04/2006 (Data Room Entry 10.3.3.3) 46986-1

154. Matrikon-Annual Maintenance Quotation 2022 between Grant Forest Products, Inc and Matrikon, Inc dated 28/04/2009 (Data Room Entry 10.3.3.6)
155. Matrikon-Standard Software License Agreement between Grant Forest Products, Inc and Matrikon, Inc dated 27/01/2006 (Data Room Entry 10.3.3.7) MTX-11-22-05DF
156. Proposal for new agreement with InSource Software Solutions, Inc. in respect of Wonderware in replacement of expired agreements as follows: (i) Wonderware-Support Agreement 2022 between Grant Forest Products, Inc and Wonderware dated 18/05/2009 (Data Room Entry 10.3.3.14) 45593; (ii) Wonderware-Support Contract Renewal Proposal 2022 (2009) between Grant Forest Products, Inc and Wonderware dated 17/07/2009 (Data Room Entry 10.3.3.15) 45593; and (iii) Englehart Wonderware Software, Support Contract Renewal Proposal between Grant Forest Products, Inc and Wonderware dated 17/05/2009 (Data Room Entry 10.4.7) (Ref 10.3.3.14 & 15) 45593
157. 3Log-LIMS Implementation and Support-Canada – Quotation Summary for Grant Forest Products Inc. between Grant Forest Products Inc and 3LOG Systems Inc. dated 13/09/1999 (Data Room Entry 10.3.3.16)
158. 3Log-LIMS Software Maintenance and Support Agreement-US between Grant Forest Products Inc and 3LOG Systems Inc. dated 20/06/2006 (Data Room Entry 10.3.3.17)
159. LabWare-Master Maintenance Agreement between Grant Forest Products, Inc and Labware LIMS dated 19/09/2006 (Data Room Entry 10.3.3.4)
160. LabWare-Master Software License Agreement between Grant Forest Products, Inc and Labware LIMS dated 19/09/2006 (Data Room Entry 10.3.3.5)
161. Agreement with respect to VisionSmart and ACP Thin Manager
162. Rockwell Automation – Support Agreement between Grant Forest Products Corp and Rockwell Automation (Data Room Entry 10.3.3.20) 373813)
163. Rockwell – Allendale Support Quote between Grant Allendale Inc. and Rockwell Automation/EESCO DIV of WESCO Distribution Inc dated 12/22/2009 (Data Room Entry 10.3.3.21)
164. Emerson Process Management – Support Agreement Renewal between Emerson Process Management and Grant Forest Products Inc. dated 4/6/2009 (Data Room Entry 10.3.3.22) MHM-CON-040609-53723)
165. License and Service Agreement between Oracle Corporation and Grant Forest Products Inc. dated August 9, 2005. (Data Room Entry 10.3.3.8)

APPENDIX “5” TO SCHEDULE “A”

EQUIPMENT OPERATING LEASES

Nil.

APPENDIX "6" TO SCHEDULE "A"

INTELLECTUAL PROPERTY

Registered Trademarks

United States

Trademark	Status	Goods	Reg. Date	Reg. No	Country
GSF	Registered	Flooring materials namely, oriented strand board	6/15/2004	2,852,378	United States
Grant Superior Flooring	Registered	Flooring materials namely, oriented strand board	1/24/2006	3,047,215	United States
No Swell & Design  No Swell	Registered	Building materials, namely sub-flooring all made of oriented strand board	10/16/2007	3,313,354	United States
Sharcote A coat Above & Design  sharcote A COAT ABOVE	Registered	Wood floor boards; structural and architectural members formed of pressed wood fibers; wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing of signs, concrete forms, transport vehicle interior liners, and underlayment subflooring.	2/17/2009	3,578,085	United States
Rynocote A Coat Above & Design  rynocote A COAT ABOVE	Registered	Wood floor boards; structural and architectural members formed of pressed wood fibers; wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing of signs, concrete forms, transport vehicle interior liners, and underlayment subflooring	3/10/2009	3,589,165	United States

Trademark	Status	Goods	Reg. Date	Reg. No	Country
Turtlote A Coat Above & Design 	Registered	Wood floor boards; structural and architectural members formed of pressed wood fibers; wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing of signs, concrete forms, transport vehicle interior liners, and underlayment subflooring	3/10/2009	3,589,166	United States
A Coat Above	Registered	Wood floor boards; structural and architectural members formed of pressed wood fibers; wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing of signs, concrete forms, transport vehicle interior liners, and underlayment subflooring	4/14/2009	3,607,757	United States

Canada

Trademark	Status	Goods	Reg. Date	Reg. No	Country	
A COAT ABOVE	Registered	Structural board and panels for flooring, signage, concrete forms, underlayment sub-flooring, transport vehicle interior liners; architectural panels.	7/06/2007	TMA691,607	Canada	Associated Marks: TMA691,608) TMA691,683) TMA697,514) TMA708,367

Trademark	Status	Goods	Reg. Date	Reg. No	Country	
ARMACOTE A COAT ABOVE & design 	Registered	Structural board and panels for flooring, signage, concrete forms, underlayment sub-flooring, transport vehicle interior liners; architectural panels.	9/28/2007	TMA697,514	Canada	Associated Marks: TMA691,607) TMA691,608) TMA691,683) TMA708,367
GRANT COATED STRUCTURAL BOARD	Registered	Building materials namely, oriented strand board.	7/20/2007	TMA692,480	Canada	Associated Marks: TMA692,479) TMA703,142
GRANT COATED STRUCTURAL BOARD GCSB	Registered	Building materials namely, oriented strand board.	7/20/2007	TMA692,479	Canada	Associated Marks: TMA692,480) TMA703,142
GRANT SUPERIOR FLOORING	Registered	Flooring materials namely, oriented strand board.	12/14/2007	TMA703,142	Canada	Associated Marks: TMA692,479 TMA692,480
GSF	Registered	Flooring materials namely, oriented strand board.	10/29/2003	TMA593,467	Canada	No associated marks
NO SWELL & Design 	Registered	Construction materials made of oriented strand board, namely sub-flooring, roofing and general construction paneling.	3/29/2006	TMA661,718	Canada	No associated marks

Trademark	Status	Goods	Reg. Date	Reg. No	Country	
RYNOCOTE A COAT ABOVE & Design 	Registered	Wood-based structural board and panels for flooring, signage, concrete forms, underlayment sub-flooring; architectural panels.	02/27/2008	TMA708,367	Canada	Associated Marks: TMA691,607) TMA691,608) TMA691,683) TMA697,514)
SHARCOTE A COAT ABOVE & Design 	Registered	Structural board and panels for flooring, signage, concrete forms, underlayment sub-flooring, transport vehicle interior liners; architectural panels.	07/06/2007	TMA691,608	Canada	Associated Marks: TMA691,607 TMA691,683) TMA697,514) TMA708,367
TURLCOTE A COAT ABOVE & Design 	Registered	Structural board and panels for flooring, signage, concrete forms, underlayment sub-flooring, transport vehicle interior liners; architectural panels.	07/09/2007	TMA691,683	Canada	Associated Marks: TMA691,607) TMA691,608) TMA697,514) TMA708,367

Unregistered Trademarks

1. FLOORING PLUS
2. RAIN BLOCK
3. RIMBOARD ULTRA
4. SHEATHING
5. WINDBLOCK
6. THERMOBLOCK

Vendor Software

Type	Name
Software	Kronos – Workforce Central 5.1
Software	Minitab
Software	SAP - Crystal Reports
Software	Fuel System
Software	Matrikon-ProcessMore
Software	Matrikon-ProcessNet
Software	MS Outlook
Software	MS Word
Software	MS Excel
Software	MS Powerpoint
Software	MS Access
Software	MS Visio
Software	MS Project
Software	Autocad
Software	Microsoft Office 2003 Access
Software	Microsoft Office 2003 Basic Edition
Software	Microsoft Office 2003 PowerPoint
Software	Microsoft Office 2003 Professional
Software	Microsoft Office 2003 Project Standard
Software	Microsoft Office 2003 Publisher
Software	Microsoft Office 2003 Standard Edition
Software	Microsoft Office 2003 Visio Professional
Software	Microsoft Office 2003 Visio Standard
Software	Microsoft Windows NT Server
Software	Microsoft Windows Server 2000
Software	Microsoft Windows Server 2003 Standard
Software	Microsoft Windows Server 2003 R2
Software	MS SQL Server
Software	Wonderware Intouch
Software	Allen Bradley

Software	VisionSmart
Software	APC Thin Manager
Software	Wonderware DAServer
Software	Wonderware IOServer
Software	Wonderware QI Analyst
Software	Wonderware InSQL Server
Software	PLC – Allen Bradley
Software	RSView
Software	RBMWare
Software	Sales Database
Software	Engineering Drawing Database
Software	Datamart
Software	3 Log-LIMS
Software	EWS
Software	Fox Pro 5
Software	IMAL
Software	Instrom BlueHill
Software	LabWare
Software	Oracle
Software	McAfee VirusScan, Groupshield, AntiSpyware
Software	MS Exchange Server
Software	MS Office Pro 2007
Software	Prophix
Software	QL-1 Teco (Full Panel Tester)
Software	ReportsNow
Software	Rockwell FactoryTalk
Software	Rockwell Panel Builder
Software	Rockwell RS Control Flash
Software	Rockwell RS Drive Exec
Software	Rockwell DriveMonitor
Software	Rockwell DriveManager
Software	Rockwell RSLinx
Software	Rockwell RSLogix 5 and 500
Software	Rockwell RSLogix 5000
Software	Rockwell RSNetworks
Software	Rockwell RSView ADS Server
Software	Rockwell RSView ADS Client
Software	Simply Safety
Software	Symantec Backup Exec
Software	Visual Basic 6
Software	Visual Studio 2008
Software	Wonderware Intouch Development Studio
Software	Wonderware Trend

TAB B

Schedule “B” – Monitor’s Certificate

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 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

MONITOR’S CERTIFICATE

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, as amended, Ernst & Young Inc. has been appointed as the monitor (the “**Monitor**”) 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 (collectively, the “**Applicants**”).

B. Pursuant to an Order of the Court dated January ♦, 2010 (the “**Approval and Vesting Order**”), the Court approved a purchase agreement, as it may be amended (the “**Agreement**”) between the Applicants, 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**” and, together with the Canadian Purchaser and the U.S. Purchaser, the “**Purchasers**”), for (i) the purchase by the Canadian Purchaser of certain assets of the Vendors

(the “**Purchased Assets**”), and (ii) the acquisition by the U.S. Purchaser and the Additional U.S. Purchaser of certain partnership interests in Grant U.S. Holdings GP (the “**Purchasers’ Partnership Interests**” and, together with the Purchased Assets, the “**Acquired Interests**”).

C. Pursuant to the Agreement and in accordance with the Approval and Vesting Order, the vesting in the Purchasers of the right, title and interest in and to the Acquired Interests pursuant to the Agreement is to be effective upon the delivery by the Monitor to the Purchasers of a certificate which certificate confirms (i) the delivery to the Monitor of the Purchase Price and the Partnership Interests Acquisition Price (each as defined in the Agreement) in accordance with the Agreement and (ii) that each of the conditions to Closing as set out in the Agreement have been satisfied or waived by the Applicants and/or the Purchasers, as applicable.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Agreement.

THE MONITOR HEREBY CERTIFIES the following:

1. The Canadian Purchaser has paid the amount of the Purchase Price payable upon Closing to the Monitor;
2. The U.S. Purchaser and Additional U.S. Purchaser have paid the amount of the Partnership Interests Acquisition Price payable upon Closing to the Monitor; and
3. The Applicants and the Purchasers have confirmed in writing to the Monitor that the conditions to the Closing as set out in Articles 11 and Sections 12.01 through to 12.07 of Article 12 of the Agreement have been satisfied or waived by the Applicants and/or the Purchasers, as applicable.

Dated at Toronto this day of , 2010.

ERNST & YOUNG INC., in its capacity as the court-appointed Monitor 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 and not in its personal or corporate capacity

Per: _____

Name:

Title:

TAB C

Schedule "C"

**Claims under the *Personal Property Security Act* (Ontario) to be Released, Discharged,
Extinguished and Expunged as against the Purchased Assets**

**Schedule "C" – Claims under the *Personal Property Security Act* (Ontario) to be Released,
Discharged, Extinguished and Expunged as against the Purchased Assets**

**I. Grant Forest Products Inc.
PPSA (Ontario) Search Results
(File Currency: January 10, 2010)**

#1

Debtor	Grant Forest Products Inc.
Debtor Address	P O Box 960 HWY 11, North Englehart, ON P0J 1H0
Secured Party / Registering Agent	Elmer's Fighting Supply Inc.
Secured Party / Registering Agent Address	RR#2 7635 HWY 21, Allenford, ON N0H 1A0
Registration No.	20090630 1608 3099 0048
File No.	654583023
Registration Date	June 30, 2009
Registration Period	2 years
Collateral Classification	Equipment, Amount = 145,324
Motor Vehicle Description	None
General Collateral Description	Pellitizer Equipment with Live Wells, Augers, and "U" Trough Systems

#2

Debtor	Grant Forest Products Inc.
Debtor Address	HWY #11 N P.O. Box 160, Earleton, ON P0J 1E0
Secured Party / Registering Agent	Toyota Credit Canada Inc.
Secured Party / Registering Agent Address	80 Micro Court, Suite 200, Markham, ON L3R 9Z5
Registration No.	20090414 1442 1531 3632
File No.	652718799
Registration Date	April 14, 2009
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle
Motor Vehicle Description	Year = 2009, Make = Subaru, Model = IMP-9G1W2, VIN = JF1GH76649G812696
General Collateral Description	None

#3

Debtor	Grant Forest Products Inc. / Grant Forest Products Ltd.
Debtor Address	Box 160, Hwy. 11 North, Earlton, ON P0J 1E0
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1
Registration No.	20080822 1703 1462 4734
File No.	647961237
Registration Date	August 22, 2008
Registration Period	4 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#4

Debtor	Grant Forest Products Inc.
Debtor Address	181 Bay Street, Suite 1520, Toronto, ON M5J 2T3
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1
Registration No.	20080630 1702 1462 3170
File No.	646522722
Registration Date	June 30, 2008
Registration Period	5 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#5

Debtor	Grant Forest Products Inc.
Debtor Address	Highway 11 North, Earlton, ON P0J 1E0
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1

Registration No.	20071205 1426 1462 9510
File No.	641182437
Registration Date	December 5, 2007
Registration Period	5 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#6

Debtor	Grant Forest Products Inc.
Debtor Address	Hwy. 11N Box 960, Englehart, ON P0J 1H0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, BC V5G 3S8
Registration No.	20070508 1459 1530 9250
File No.	635094747
Registration Date	May 8, 2007
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 59859
Motor Vehicle Description	Year = 2007, Make = GMC, Model = Sierra, VIN = 1GTHK23K27F517412
General Collateral Description	None
Amended by	Registration No. 20070516 1457 1530 5515. To amend name entered for debtor on page 1 line 3 of registration number 20070508 1459 1530 9250

#7

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Toronto-Dominion Bank, as agent
Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20070319 1809 1590 1448
File No.	633577041
Registration Date	March 19, 2007
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Others, Motor Vehicle Included

Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0931 1590 9916. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1357 1590 9799. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#8

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	Toronto Dominion (Texas) LLC, as agent
Secured Party Address	31 West 52 nd Street, 22 nd floor, New York NY 10019
Registration No.	20070319 1811 1590 1449
File No.	633577068
Registration Date	March 19, 2007
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Others, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9917. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1356 1590 9798. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#9

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3

	2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1811 1590 1450
File No.	633577077
Registration Date	March 19, 2007
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Others, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9918. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1355 1590 9797. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6095. To Amend the secured party from The Toronto-Dominion Bank, as agent to The Bank of New York Mellon.

#10

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1813 1590 1451
File No.	633577086
Registration Date	March 19, 2007
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Others, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9919. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP.

	Registration No. 20080411 1358 1590 9800. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6094. To Amend the secured party from Toronto Dominion (Texas) LLC, as collateral agent to The Bank of New York Mellon.
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#11

Debtor	Grant Forest Products Inc.
Debtor Address	181 Bay Street, Suite 1520, Toronto, ON M5J 2T3
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070312 1411 1590 1167
File No.	633396663
Registration Date	March 12, 2007
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Others, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20080411 1353 1590 9796. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0919 1862 6092. To Amend the secured party from The Toronto-Dominion Bank, as agent to The Bank of New York Mellon.

#12

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	Hwy. 11 N Box 160, Earlington, ON P0J 1E0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, BC V5G 3S8
Registration No.	20070104 1450 1530 6780
File No.	631873107

Registration Date	January 4, 2007
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 57020, No Fixed Maturity Date
Motor Vehicle Description	Year = 2007, Make = GMC, Model = Yukon, VIN = 1GKFK66867J180999
General Collateral Description	None.
Amended by	Registration No. 20070105 1456 1530 9772. To amend name entered for debtor on page 1 line 3 of registration number 20070104 1450 1530 6780. Registration No. 20070502 1457 1530 1330. Transfer debtor from Grant Forest Products Inc. to Robert McLeod (dob. Oct. 8. 1945), address = 555 Lakeshore Road Box 398, Haileybury, ON P0J 1K0.

#13

Debtor	Grant Forest Products Inc. / Grant Forest Products / Grant Equipment Corp.
Debtor Address	815A Great Northern Road, Sault Ste Marie, ON P6A 5K7
Secured Party	Irwin Commercial Finance Canada Corporation
Secured Party Address	Suite 300, 666 Burrard St., Vancouver, BC V6C 2X8
Registering Agent	Advanced Validation Systems LP
Registering Agent Address	20A 100 Kal Lake Rd, Vernon, BC V1T 9G1
Registration No.	20060804 1440 1902 0338
File No.	627726591
Registration Date	August 4, 2006
Registration Period	6 years
Collateral Classification	Equipment, Other
Motor Vehicle Description	None
General Collateral Description	Copier(s) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.
Amended by	Registration No. 20060921 1210 1902 3036. On file reference number 627726591, change debtor from Grant Forest Products, 815A Great Northern Road, Sault Ste Marie, ON P6A 5K7 to Grant Equipment Corp., 815A Great Northern Road, Sault Ste Marie, ON P6A 5K7

#14

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	Hwy. 11 N, Englehart, ON P0J 1H0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, BC V5G 3S8
Registration No.	20060801 1453 1530 8811
File No.	627592473
Registration Date	August 1, 2006
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 67267, No Fixed Maturity Date
Motor Vehicle Description	Year = 2007, Make = GMC, Model = Yukon, VIN = 1GKFK16347J189319
General Collateral Description	None
Amended by	Registration No. 20060802 1456 1530 1275. To amend name entered for debtor on page 1 line 3 of registration number 20060801 1453 1530 8811.

#15

Debtor	Grant Forest Products Inc.
Debtor Address	Hwy 11 North, Englehart, ON P0J 1H0
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1
Registration No.	20060725 1704 1462 0877
File No.	627378732
Registration Date	July 25, 2006
Registration Period	5 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#16

Debtor	Grant Forest Products Inc. / Grant Forest Product In
Debtor Address	160 – Hwy 11 N Box, Earlton, ON P0J 1E0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems

Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, BC V5G 3S8
Registration No.	20060710 1456 1530 7055
File No.	626900445
Registration Date	July 10, 2006
Registration Period	5 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 114137, No Fixed Maturity Date
Motor Vehicle Description	Year = 2007, Make = Cadillac, Model = Escalade, VIN = 1GYFK63867R209669
General Collateral Description	None
Amended by	Registration No. 20061120 1941 1531 8550. To amend name entered for debtor on page 1 line 3 of registration number 20060710 1456 1530 7055.

#17

Debtor	Grant Forest Products Inc.
Debtor Address	Box 160 – Hwy 11 North, Earlton, ON P0J 1E0
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1
Registration No.	20060704 1419 1462 5464
File No.	626708178
Registration Date	July 4, 2006
Registration Period	5 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#18

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	Hwy 11 N Box 160, New Liskeard, ON P0J 1P0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, ON V5G 3S8
Registration No.	20060411 1457 1530 3155
File No.	624196368
Registration Date	April 11, 2006
Registration Period	4 years

Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 49817, No Fixed Maturity Date
Motor Vehicle Description	Year = 2006, Make = Subaru, Model = Legacy, VIN = 4S3BP676666305137
General Collateral Description	None

#19

Debtor	Grant Forest Products Inc.
Debtor Address	Hwy 11, North Englehart, ON P0J 1H0
Secured Party / Registering Agent	Xerox Canada Ltd.
Secured Party / Registering Agent Address	33 Bloor Street East, 3 rd floor, Toronto, ON M4W 3H1
Registration No.	20060217 1703 1462 2512
File No.	622812222
Registration Date	February 17, 2006
Registration Period	5 years
Collateral Classification	Equipment, Other, No Fixed Maturity Date
Motor Vehicle Description	None
General Collateral Description	None

#20

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	Hwy 11 N Box 160, Earlton, ON P0J 1E0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, ON V5G 3S8
Registration No.	20060208 1452 1530 5031
File No.	622601064
Registration Date	February 8, 2006
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 42911, No Fixed Maturity Date
Motor Vehicle Description	Year = 2006, Make = Pontiac, Model = Montana, VIN = 1GMDV33L76D113404
General Collateral Description	None

#21

Debtor	Grant Forest Products Inc. / Grant Forest Products
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Debtor Address	Hwy 11N Box 160, Earleton, ON P0J 1E0
Secured Party	General Motors Acceptance Corporation of Canada, Limited
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 200 – 4126 Norland Avenue, Burnaby, BC V5G 3S8
Registration No.	20060109 1442 1530 3445
File No.	621867078
Registration Date	January 9, 2006
Registration Period	4 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 37419, No Fixed Maturity Date
Motor Vehicle Description	Year = 2006, Make = GMC, Model = Canyon, VIN = 1GTDT196568209721
General Collateral Description	None

#22

Debtor	Grant Forest Products Inc. / Grant Forest Products Corp.
Debtor Address	Highway 11, Box 130, New Liskeard, ON P0J 1P0
Secured Party	The Toronto-Dominion Bank
Secured Party Address	43 Elm Street, Sudbury, ON P3E 4R7
Registering Agent	Desmarais, Keenan LLP
Registering Agent Address	#100-30 Durham Street, Sudbury, ON P3C 5E5
Registration No.	20051110 1451 1530 0627
File No.	620404254
Registration Date	November 10, 2005
Registration Period	5 years
Collateral Classification	Accounts, Other
Motor Vehicle Description	None
General Collateral Description	Postponement & Assignment of Creditor's Claim

#23

Debtor	Grant Forest Products Inc.
Debtor Address	181 Bay Street, Suite 1520, Toronto, ON M5J 2T3
Secured Party	The Toronto-Dominion Bank, as agent
Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20051021 1523 1590 6013
File No.	619883595
Registration Date	October 21, 2005
Registration Period	10 years

Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20080411 1352 1590 9795. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#24

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	Hwy 11N Box 160, Earlton, ON P0J 1E0
Secured Party	GMAC Leaseco Corporation
Secured Party Address	3250 Bloor Street West, 8 th floor, Toronto, ON M8X 2Y5
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 180 – 13571 Commerce Parkway, Richmond, BC V6V 2L1
Registration No.	20041230 1518 1530 5576
File No.	611688798
Registration Date	December 30, 2004
Registration Period	5 years
Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle Included, Amount = 129969, No Fixed Maturity Date
Motor Vehicle Description	Year = 2005, Make = Cadillac, Model = Escalade, VIN = 3GYFK66NX5G159776
General Collateral Description	None

#25

Debtor	Grant Forest Products Inc.
Debtor Address	P.O. Box 130, New Liskeard, ON P0J 1P0
Secured Party	GE Canada Leasing Services Company
Secured Party Address	5420 North Service Road, Burlington, ON L7L 6C7
Registering Agent	McCarthy Tetrault LLP (Steven J. Rapkin)
Registering Agent Address	Ste. 4700, TD Bank Tower, TD Centre, Toronto, ON M5K 1E6
Registration No.	20020208 1441 1862 2513
File No.	880460847
Registration Date	February 8, 2002
Registration Period	13 years
Collateral Classification	Equipment, Accounts, Other
Motor Vehicle Description	

General Collateral Description	Without limitation, one (1) 1994 Dassault Falcon 900B Aircraft bearing Canadian registration mark C-FGFI and airframe manufacturer's serial number 138, together with three (3) Garrett (Allied Signal) model TFE731-5BR-1C engines bearing manufacturer's serial numbers P-101217, P-101214 and P-101231 and any airframe replacing the foregoing airframe, and any other engine from time to time attached to such airframe (including any engine replacing the foregoing engines), and all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible personal property and other equipment of whatever nature (the "Parts") that may from time to time be incorporated or installed in or attached to the foregoing airframe or engines (collectively, the "Aircraft"), and all records, logs, maintenance records, manuals, technical data, training aids, computer software and other materials relating to the aircraft and any property substituted for any of the foregoing.
Amended by	Registration No. 20030328 1110 1862 0554. To add to the collateral description, "Without limitation, one (1) 1992 Dassault Falcon 50 Aircraft bearing Canadian Registration Mark C-GGFP and airframe manufacturer's serial number 227, together with three (3) Garret (Allied Signal) model TFE731-3-1C engines bearing manufacturer's serial numbers 76821, 76824 and 76825 and any airframe replacing the foregoing airframe, and any other engine from time to time attached to such airframe (including any engine replacing the foregoing engines) and all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframe or engines (the "Aircraft"), and all records, logs, maintenance records, manuals, technical data, training aids, computer software and other materials relating to the aircraft and any property substituted for any of the foregoing. Registration No. 20031127 1137 1862 7517. To reflect the new name of the secured party (GE Canada Leasing Services Company) and to add "Accounts" to the collateral classification.

#26

Debtor	Grant Forest Products Inc.
Debtor Address	P.O. Box 130, New Liskeard, ON P0J 1P0
Secured Party	GE Canada Leasing Services Company
Secured Party Address	2300 Meadowvale Blvd., Mississauga, ON L5N 5P9
Registering Agent	McCarthy Tetrault (Norie Campbell)
Registering Agent	Ste. 4700, TD Bank Tower, TD Centre, Toronto, ON M5K 1E6

Address	
Registration No.	19991217 1439 9065 4458
File No.	857729169
Registration Date	December 17, 1999
Registration Period	11 years
Collateral Classification	Equipment, Accounts, Other
Motor Vehicle Description	None
General Collateral Description	Without limitation, one (1) 1992 Dassault Falcon 50 bearing Canadian Registration mark C-GGFP and airframe manufacturer's serial number 227, together with three (3) Garrett TFE731-3-1C engines bearing manufacturer's serial numbers 76821, 76824, and 76825 and any engine replacing any of the foregoing engines, together with all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and other equipment incorporated or installed in or attached to the foregoing airframe or engines, and all records, logs, manuals, technical data, computer software and other materials relating to the aircraft, airframe or any engine and any property substituted for any of the foregoing.
Amended by	Registration No. 19991222 1012 1081 3250. To amend line 13 on registration no. 19991217 1439 9065 4458. Registration No. 19991222 1013 1081 3251. Renewal of 2 years. Registration No. 20030328 1110 1862 0552. Renewal of 2 years. Registration No. 20030328 1110 1862 0553. To add to the collateral description "Without limitation, one (1) 1994 Dassault Falcon 900B Aircraft bearing Canadian Registration mark C-FGFI and airframe manufacturer's serial number 138, together with three (3) Garrett (Allied Signal) Model TFE731-5BR-1C engines bearing manufacturer's serial numbers P-101217, P-101214 and P-101231 and any airframe replacing the foregoing airframe, and any other engine from time to time attached to such airframe (including any engine replacing the foregoing engines), and all parts, accessories, appliances, appurtenances, components, furnishings, instruments, modules, navigational and communications equipment and all other goods, tangible personal property and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to the foregoing airframe or engines (the "Aircraft"), and all records, logs, maintenance records, manuals, technical data, training aids, computer software and other materials relating to the aircraft and any property substituted for any of the foregoing." Registration No. 20031127 1137 1862 7516. To reflect the new

	name of the secured party, GE Canada Leasing Services Company.
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#27

Debtor	Grant Forest Products Inc. / Grant Forest Products
Debtor Address	P.O. Box 960, Englehart, ON P0J 1H0
Secured Party	IBM Canada Ltd. – PPSA Administrators
Secured Party Address	3600 Steeles Avenue East F4, Markham, ON L3R 9Z7
Registering Agent	Canadian Securities Registration Systems
Registering Agent Address	Suite 180 – 13571 Commerce Parkway, Richmond, BC V6V 2L1
Registration No.	19980924 1819 1531 3351
File No.	844695423
Registration Date	September 24, 1998
Registration Period	5 years
Collateral Classification	Equipment, Accounts, Other
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20030904 1203 1529 7257. Renewal of 2 years. Registration No. 20050829 1949 1531 6181. Renewal of 3 years. Registration No. 20071030 1946 1531 5030. Amend debtor name to include “Inc.”. Registration No. 20071120 1450 1530 5048. Amend debtor location from “Ennismore” to “Englehart”, Ontario. Registration No. 20080826 1947 1531 1256. Renewal of 4 years.

II. Grant Alberta Inc.
PPSA (Ontario) Search Results
(File Currency: January 10, 2010)

#1

Debtor	Grant Alberta Inc.
Debtor Address	2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Toronto-Dominion Bank, as agent
Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20051021 1526 1590 6015
File No.	619883649
Registration Date	October 21, 2005 [Current Expiry: October 21, 2015]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None

#2

Debtor	Grant Alberta Inc.
Debtor Address	2900 – 10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070312 1413 1590 1168
File No.	633396699
Registration Date	March 12, 2007 [Current Expiry: March 12, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20090501 0919 1862 6091. To amend the secured party from The Toronto-Dominion Bank, as collateral agent to The Bank of New York Mellon.

#3

Debtor	Grant Alberta Inc. / Grant U.S. Holdings GP / Grant Forest Products Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Toronto-Dominion Bank, as agent

Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20070319 1809 1590 1448
File No.	633577041
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0931 1590 9916. To change debtor name from Grant U.S. Holdings LLP to Grant Holdings GP. Registration No. 20080411 1357 1590 9799. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#4

Debtor	Grant Alberta Inc. / Grant U.S. Holdings GP / Grant Forest Products Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	Toronto Dominion (Texas) LLC, as agent
Secured Party Address	31 West 52 nd Street, 22 nd floor, New York NY 10019
Registration No.	20070319 1811 1590 1449
File No.	633577068
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9917. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1356 1590 9798. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be

	adjusted in accordance with such agreement.
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#5

Debtor	Grant Alberta Inc. / Grant U.S. Holdings GP / Grant Forest Products Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1811 1590 1450
File No.	633577077
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9918. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1355 1590 9797. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund [as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser] as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6095. To amend the secured party from The Toronto-Dominion Bank, as Collateral Agent to The Bank of New York Mellon.

#6

Debtor	Grant Alberta Inc. / Grant U.S. Holdings GP / Grant Forest Products Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1813 1590 1451
File No.	633577086
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included

Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9919. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1358 1590 9800. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6094. To amend the secured party from Toronto-Dominion (Texas) LLC, as agent to The Bank of New York Mellon.

III. Grant U.S. Holdings GP
PPSA (Ontario) Search Results
(File Currency: January 10, 2010)

#1

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Toronto-Dominion Bank, as agent
Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20070319 1809 1590 1448
File No.	633577041
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0931 1590 9916. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1357 1590 9799. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#2

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	Toronto Dominion (Texas) LLC, as agent
Secured Party Address	31 West 52 nd Street, 22 nd floor, New York NY 10019
Registration No.	20070319 1811 1590 1449
File No.	633577068
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included

Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9917. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1356 1590 9798. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement.

#3

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1811 1590 1450
File No.	633577077
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9918. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1355 1590 9797. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6095. To amend the secured party from The Toronto-Dominion Bank, as agent to The Bank of New York Mellon.

#4

Debtor	Grant U.S. Holdings GP / Grant Forest Products Inc. / Grant Alberta Inc.
Debtor Address	9918 Buford's Bridge Road, P.O. Box 1000, Fairfax, SC 29827 181 Bay Street, Suite 1520, Toronto, ON M5J 2T3 2900-10180 101 Street, Edmonton, AB T5J 3V5
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving, TX 75039
Registration No.	20070319 1813 1590 1451
File No.	633577086
Registration Date	March 19, 2007 [Current Expiry: March 19, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20070820 0932 1590 9919. To change debtor name from Grant U.S. Holdings LLP to Grant U.S. Holdings GP. Registration No. 20080411 1358 1590 9800. Discharge from the security granted by Grant Forest Products Inc. of the sold 2008 refund (as defined by the tax refund purchase and sale agreement dated as of March 31, 2008 between Grant Forest Products Inc. as vendor and Peter Grant Sr. as purchaser) as such sold 2008 refund may be adjusted in accordance with such agreement. Registration No. 20090501 0920 1862 6094. To amend the secured party from Toronto Dominion [Texas] LLC, as collateral agent to The Bank of New York Mellon.

IV. Grant Forest Products Sales Inc.
PPSA (Ontario) Search Results
(File Currency: January 10, 2010)

#1

Debtor	Grant Forest Products Sales Inc.
Debtor Address	181 Bay Street, Suite 1520, Toronto, ON M5J 2T3
Secured Party	The Toronto-Dominion Bank, as agent
Secured Party Address	77 King Street West, 18 th floor, Royal Trust Tower, TD Centre Toronto, ON M5K 1A2
Registration No.	20051021 1525 1590 6014
File No.	619883631
Registration Date	October 21, 2005 [Current Expiry: October 21, 2015]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None

#2

Debtor	Grant Forest Products Sales Inc.
Debtor Address	181 Bay Street, Suite 1520, Toronto, ON M5J 2T3
Secured Party	The Bank of New York Mellon
Secured Party Address	600 E. Las Colinas Boulevard, Suite 1300, Irving TX 75039
Registration No.	20070312 1414 1590 1169
File No.	633396753
Registration Date	March 12, 2007 [Current Expiry: March 12, 2017]
Registration Period	10 years
Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
Motor Vehicle Description	None
General Collateral Description	None
Amended by	Registration No. 20090501 0919 1862 6093. To amend secured party from The Toronto-Dominion Bank, as collateral agent to The Bank of New York Mellon.

TAB D

Schedule "D"

Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Properties

LEGAL DESCRIPTIONS OF AND PERMITTED ENCUMBRANCES TO REMAIN ON TITLE TO REAL PROPERTIES BEING TRANSFERRED

PART A. Properties in the Land Titles Office No. (54) for the District of Timiskaming

1. Parcels Relating to the Earlton Business Office (the "Earlton Business Office Parcels"):

Owner: Grant Forest Products Inc.

(i) PIN: 61307-0004(LT)

PCL 19972 SEC SST; PT N1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1796; ARMSTRONG;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R1796, registered July 14, 1976, being a Reference Plan
- Instrument No. LT302906, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(ii) PIN: 61307-0074(LT)

PCL 18640 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1139 T/W PT 1 54R1282
AS IN LT172281; ARMSTRONG; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R1139, registered April 5, 1972, being a Reference Plan
- Instrument No. LT302906, registered August 21, 1998 being a Transfer to Grant Forest Products Inc.
- Instrument No. LT172281 registered August 15, 1972, being a Transfer of Right of Way from Dionne Concrete Products Limited to Earlton Manufacturing Company Limited

(iii) PIN: 61307-0075(LT)

PCL 25231 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 TO 4 54R4670 S/T PT 4
54R4670 AS IN LT59803, S/T PT 1 54R4670 AS IN LT172281; ARMSTRONG; DISTRICT
OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R4670, registered May 10, 2000, being a Reference Plan
- Instrument No. LT310924, registered July 27, 2000, being a Transfer to Grant Forest Products Inc.
- Instrument No. LT172281, registered August 15, 1972, being a Transfer of Right of Way from Dionne Concrete Products Limited to Earlton Manufacturing Company Limited
- Instrument No. LT59803, registered July 20, 1935, being a Transfer reserving a Right of Way

(iv) **PIN: 61307-0076(LT)**

PCL 23789 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 2 TER200; ARMSTRONG; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. TER200, registered September 14, 1964, being a Reference Plan
- Instrument No. LT302906, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

2. **Parcels Relating to the Englehart OSB Plant (the “Englehart OSB Plant Parcels”):**

Owner: Grant Forest Products Inc.

(i) **PIN: 61277-0392(LT)**

PCL 24013 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 2, 3 & 4 54R2355 & PT 3 & 4 54R3420; S/T LT121700, LT121759; EVANTUREL; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT121700, registered October 24, 1958, being an Easement in favour of Northern Ontario Natural Gas Company Limited
- Instrument No. LT121759, registered October 28, 1958, being an Easement in favour of Northern Ontario Natural Gas Company Limited
- Instrument No. 54R2355, registered April 9, 1981, being a Reference Plan
- Instrument No. 54R3420, registered August 21, 1989, being a Reference Plan

- Instrument No. LT328735, registered September 24, 2004, being a Transfer to Grant Forest Products Inc.

(ii) **PIN: 61277-383(LT)**

PCL 23580 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 1 & 2 54R3292; EVANTUREL; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R3292, registered November 14, 1988, being a Reference Plan
- Instrument No. LT328735, registered September 24, 2004, being a Transfer to Grant Forest Products Inc.

(iii) **PIN: 61278-0051(LT)**

PCL 12122 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT109670 EXCEPT PT 1 54R2411; S/T LT119808, LT234981, LT253262, LT267644; ENGLEHART ; DISTRICT OF TIMISKAMING

Permitted Encumbrances

- Instrument No. LT119808, registered May 9, 1958, being an Easement in favour of Trans-Canada Pipe Lines Limited
- Instrument No. LT139505, registered January 27, 1964, being a Notice of Explanation for the deposit of a plan related to the Trans-Canada Pipeline Limited easements
- Instrument No. 54R2645, registered December 23, 1983, being a Reference Plan
- Instrument No. LT234981, registered June 7, 1985, being an Easement in favour of Her Majesty the Queen in Right of Ontario as Represented by The Minister of Government Services
- Instrument NO 54R3154, registered March 23, 1988, being a Reference Plan
- Instrument No. LT253262, registered July 21, 1988, being an Easement in favour of Bell Canada
- Instrument No. 54R3606, registered January 22, 1991, being a Reference Plan
- Instrument No. LT267644, registered March 5, 1991, being an Easement in favour of TransCanada Pipelines Limited
- Instrument No LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(iv) **PIN: 61278-0069(LT)**

PCL 17417 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT158350 EXCEPT UNIT 1 PL D84; ENGLEHART ; DISTRICT OF TIMISKAMING; LAND REGISTRY OFFICE NO. (54) TIMISKAMING

Permitted Encumbrances:

- Instrument No LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc

(v) **PIN: 61278-0148(LT)**

PCL 24170 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R3667; ENGLEHART; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R3667, registered May 2, 1991, being a Reference Plan
- Instrument No. LT322178, registered May 9, 2003, being a Transfer to Grant Forest Products Inc.

(vi) **PIN: 61278-0120(LT)**

PCL 21309 SEC SST; PT WLY PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R2411; ENGLEHART ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R2411, registered October 5, 1981, being a Reference Plan
- Instrument No LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc

(vii) **PIN: 61278-0139(LT)**

PCL 23398 SEC SST; PT SIXTH AV PL M95NB EVANTUREL; PT SEVENTH ST PL M95NB EVANTUREL PT 2 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R3080, registered December 30, 1987, being a Reference Plan
- Instrument No LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc

(viii) **PIN: 61278-0140(LT)**

PCL 23458 SEC SST; PT LT 251 PL M95NB EVANTUREL; PT LT 252 PL M95NB EVANTUREL PT 1 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. 54R3080, registered December 30, 1987, being a Reference Plan
- Instrument No LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc

(ix) **PIN: 61278-0019(LT)**

PCL 21040 SEC SST; LT 26 PL M95NB EVANTUREL SRO; LT 27 PL M95NB EVANTUREL SRO; ENGLEHART ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT119651, registered April 28, 1958, being an Easement in favour of Trans-Canada Pipe Lines Limited
- Instrument No. LT139324, registered January 7, 1964, being a Notice of Explanation for the deposit of a plan related to the Trans-Canada Pipeline Limited easements
- Instrument No. LT223569, registered January 26, 1983, being a Provisional Certificate of Approval for a Waste Disposal Site
- Instrument No. LT223997, registered March 9, 1983, being a Notice of Agreement between The Corporation of the Township of Evanturel and 494432 Ontario Limited
- Instrument No 54R2645, registered December 23, 1983, being a Reference Plan
- Instrument No. LT234982, registered June 7, 1985, being an Easement in favour of Her Majesty the Queen in Right of Ontario, Represented by The Minister of Government Services
- Instrument No 54R3154, registered March 23, 1988, being a Reference Plan
- Instrument No. LT253814, registered August 15, 1988, being an Easement in favour of Bell Canada
- Instrument No 54R3606, registered January 22, 1991, being a Reference Plan
- Instrument No. LT267645, registered March 5, 1991, being an Easement in favour of TransCanada Pipelines Limited
- Instrument No. LT269395, registered July 15, 1991, being a Postponement postponing Instrument No. LT223997 to Instrument No. LT267645

- Instrument No. LT302902, registered August 21, 1998 being a Transfer to Grant Forest Products Inc.

(x) **PIN: 61278-0029(LT)**

PCL 10462 SEC SST; PT S1/2 LT 12 CON 5 EVANTUREL AS IN LT99275; S/T LT120878, LT234961, LT253261, LT267646; EVANTUREL ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT120878, registered August 14, 1958, being an Easement in favour of TransCanada Pipelines Limited
- Instrument No. LT139505, registered January 27, 1964, being a Notice of Explanation for the deposit of a plan related to the Trans-Canada Pipeline Limited easements
- Instrument No. 54R2645, registered December 23, 1983, being a Reference Plan
- Instrument No. LT234961, registered June 6, 1985, being an Easement in favour of Her Majesty the Queen in Right of Ontario as Represented by The Minister of Government Services
- Instrument No. 54R3154, registered March 23, 1988, being a Reference Plan
- Instrument No. LT253261, registered July 21, 1988, being an Easement in favour of Bell Canada
- Instrument No. 54R3606, registered January 22, 1991, being a Reference Plan
- Instrument No. LT267646, registered March 5, 1991, being an Easement in favour of TransCanada Pipelines Limited
- Instrument No. LT327325, registered June 15, 2004, being a Transfer to Grant Forest Products Inc.

(xi) **PIN: 61280-0102(LT)**

PCL 8925 SEC NND; N1/2 LT 1 CON 5 DACK EXCEPT PT 3, 4, 5 TER940, LT169208; S/T LT120542, LT253263, LT268133; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT120542, registered July 11, 1958, being an Easement in favor of Trans-Canada Pipelines Limited
- Instrument No. LT139324, registered January 7, 1964, being a Notice of Explanation for the deposit of a plan related to the Trans-Canada Pipeline Limited easements

- Instrument No. 54R3095, registered January 27, 1988, being a Reference Plan
- Instrument No. LT253263, registered July 21, 1988, being an Easement in favour of Bell Canada
- Instrument No. 54R3621, registered February 22, 1991, being a Reference Plan
- Instrument No. LT268133, registered April 19, 1991, being an Easement in favour of Trans-Canada Pipelines Limited
- Instrument No. LT275870, registered October 1, 1992, being a Notice under the Environmental Protection Act
- Instrument No. 54R3903, registered October 29, 1992, being a Reference Plan
- Instrument No. LT302902, registered August 21, 1998 being a Transfer to Grant Forest Products Inc.
- Instrument No. 54R4641, registered December 21, 1999, being a Reference Plan

(xii) **PIN: 61280-0105(LT)**

PCL 22633 SEC SST; W1/2 OF S1/2 LT 1 CON 5 DACK; CHARLTON AND DACK;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT315512, registered September 18, 2001, being a Transfer to Grant Forest Products Inc.
- Instrument No. LT315522, registered September 18, 2001, being a Notice of a Lease to Edwards, Douglas F. and Edwards, Norma Jean
- Instrument No. LT315523, registered September 18, 2001, being a Notice of Agreement restricting the use of the property

3. Parcels Relating to the Wood Lots in Timiskaming (the “Timiskaming Wood Lot Parcels”):

Owner: Grant Forest Products Inc.

(i) PIN: 61280-0195(LT)

PCL 5963 SEC SST; N1/2 OF S1/2 LT 2 CON 1 DACK; CHARLTON AND DACK;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT260848, registered October 31, 1989, being Mineral Certificate No. 2390
- Instrument No. LT302902, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(ii) PIN: 61301-0053(LT)

PCL 390 SEC SST; S 1/2 LT 1 CON 1 TUDHOPE; DISTRICT OF TIMISKAMING;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302908, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(iii) PIN: 61301-0029(LT)

PCL 12127 SEC SST; S 1/2 LT 1 CON 2 TUDHOPE; DISTRICT OF TIMISKAMING;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302908, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(iv) PIN: 61301-0010(LT)

PCL 19883 SEC SST; NE PT BROKEN LT 7 CON 4 TUDHOPE SRO AS IN LT190301;
DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302910, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(v) **PIN: 61301-0011(LT)**

PCL 22360 SEC SST; NW 1/4 OF N 1/2 LT 6 CON 4 TUDHOPE SRO; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302910, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(vi) **PIN: 61301-0007(LT)**

PCL 22362 SEC SST; NW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302910, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(vii) **PIN: 61301-0008(LT)**

PCL 22361 SEC SST; SW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT302910, registered August 21, 1998, being a Transfer to Grant Forest Products Inc.

(viii) **PIN: 61332-0017(LT)**

PCL 6616 SEC NND; N1/2 LT 2 CON 4 LUNDY EXCEPT MRO AS IN LT258467; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT306005, registered May 21, 1999, being a Transfer to Grant Forest Products Inc.
- Instrument No. LT331452, registered April 21, 2005, being a Release of a pine tree reservation

(ix) **PIN: 61332-0022(LT)**

PCL 2294 SEC NND; S1/2 LT 3 CON 2 LUNDY EXCEPT MRO AS IN LT258467; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT121112, registered September 3, 1958, being a Notice of transfer of pine trees
- Instrument No. LT306005, registered May 21, 1999, being a Transfer to Grant Forest Products Inc.

(x) **PIN: 61240-0014(LT)**

PCL 1699 SEC SST; N 1/2 LT 2 CON 5 HOLMES; DISTRICT OF TIMISKAMING ;
DISTRICT OF TIMISKAMING

Permitted Encumbrances:

- Instrument No. LT131831, registered November 7, 1961, being a Certificate releasing pine trees
- Instrument No. LT316219, registered November 5, 2001, being a Transfer to Grant Forest Products Inc.

PART B. Properties in the Land Titles Office No. (36) For The District Of Nipissing

1. Parcels Relating To The Wood Lot in Nipissing (the “**Nipissing Wood Lot Parcels**”):

Owner: Grant Forest Products Inc.

(i) **PIN: 49092-0011(LT)**

LT 6 CON 2 BEAUCAGE; PT LT 7-8 CON 2 BEAUCAGE; PT LT 7-8 CON 3 BEAUCAGE
AS IN NB155487; S/T BE74, NB54427; WEST NIPISSING ; DISTRICT OF NIPISSING

Permitted Encumbrances:

- Instrument No. BE74, registered September 22, 1950, being an Easement in favour of The Hydro-Electric Power Commission of Ontario
- Instrument No. NB54427, registered April 1, 1963, being an Easement in favour of The Hydro-Electric Power Commission of Ontario
- Instrument No. NB58662, registered January 28, 1965, being an Order regarding Department of Municipal Affairs re Planning Act
- Instrument No. 36R8428, registered May 23, 1990, being a Reference Plan
- Instrument N. NB155487, registered September 17, 1999, being a Transfer to Grant Forest Products Inc.

(ii) **PIN: 49005-0056(LT)**

PCL 1012 SEC NIP; MINING LOCATION WD 261 STRATHY; MINING LOCATION WD 262 STRATHY SITUATE ON THE S SIDE OF NET LAKE NE OF LAKE TEMAGAMING; TEMAGAMI ; DISTRICT OF NIPISSING

Permitted Encumbrances:

- Instrument No. LT4009, registered March 7, 1905, being a Certificate of performance of conditions of the Mines Act.
- Instrument No. LT427346, registered January 31, 2005, being a Transfer to Grant Forest Products Inc.

PART C. Properties In The Land Titles Office No. (6) For The District Of Cochrane

1. Parcels Relating To Wood Lots in the District of Cochrane (the “**Cochrane Wood Lot Parcels**”):

Owner: Grant Forest Products Inc.

(i) **PIN: 65332-0001(LT)**

PCL 3812 SEC NEC; NE 1/4 LT 12 CON 6 MCCART INCLUDING ANY LAND COVERED WITH WATER BEING MINING CLAIMS T27714 & T27715 MCCART; TOWN OF IROQUOIS FALLS

Permitted Encumbrances:

- Instrument No. CP6252, registered July 21, 1953, being the Crown Patent
- Instrument No. CB3507, registered December 7, 2004, being a Land Registrar’s Order
- Instrument No. CB4732, registered January 31, 2005, being a Transfer to Grant Forest Products Inc.

(ii) **PIN: 65332-0002(LT)**

PCL 3813 SEC NEC; S 1/2 LT 12 CON 6 MCCART; MINING CLAIM T27703 MCCART; MINING CLAIM T27704 MCCART; MINING CLAIM T27705 MCCART; MINING CLAIM T27706 MCCART; TOWN OF IROQUOIS FALLS

Permitted Encumbrances:

- Instrument No. CP6253, registered July 21, 1953, being the Crown Patent
- Instrument No. CB4732, registered January 31, 2005, being a Transfer to Grant Forest Products Inc.

(iii) **PIN: 65332-0009(LT)**

PCL 3814 SEC NEC; S PT LT 11 CON 6 MCCART; MINING CLAIM T27753 MCCART; MINING CLAIM T27754 MCCART; MINING CLAIM T27755 MCCART; MINING CLAIM T27756 MCCART; TOWN OF IROQUOIS FALLS

Permitted Encumbrances:

- Instrument No. CP6254, registered July 21, 1953, being a Crown Patent
- Instrument No. CB4732, registered January 31, 2005, being a Transfer to Grant Forest Products Inc.

(iv) **PIN: 65381-0552(LT)**

PCL 14799 SEC SEC; PT S 1/2 LT 3 CON 4 BOWMAN PT 1, CR469; BLACK RIVER-MATHESON

Permitted Encumbrances:

- Instrument No. CR469, registered October 11, 1963, being a Reference Plan
- Instrument No. CB38152, registered January 7, 2008, being a Transfer to Grant Forest Products Inc.

(v) **PIN: 65381-0540(LT)**

PCL 12761 SEC SEC SRO AND GRAVEL; N 1/2 LT 3 CON 4 BOWMAN; BLACK RIVER-MATHESON

Permitted Encumbrances:

- Instrument No. CB38152, registered January 7, 2008, being a Transfer to Grant Forest Products Inc.

UNREGISTERED EASEMENTS WITH RESPECT TO REAL PROPERTIES BEING TRANSFERRED

1. Unregistered easements in favour of Hydro One Networks Inc.

TAB E

Schedule "E"

Legal Descriptions of Real Properties Being Transferred and Claims and Encumbrances To Be Released, Discharged, Extinguished and Expunged against such Real Properties

PART A. Properties in the Land Titles Office No. (54) for the District of Timiskaming

1. Parcels Relating to the Earlton Business Office (the "Earlton Business Office Parcels"):

OWNER: Grant Forest Products Inc.

(i) PIN: 61307-0004(LT)

PCL 19972 SEC SST; PT N1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1796; ARMSTRONG;
DISTRICT OF TIMISKAMING

(ii) PIN: 61307-0074(LT)

PCL 18640 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1139 T/W PT 1 54R1282
AS IN LT172281; ARMSTRONG; DISTRICT OF TIMISKAMING

(iii) PIN: 61307-0075(LT)

PCL 25231 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 TO 4 54R4670 S/T PT 4
54R4670 AS IN LT59803, S/T PT 1 54R4670 AS IN LT172281; ARMSTRONG; DISTRICT
OF TIMISKAMING

(iv) PIN: 61307-0076(LT)

PCL 23789 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 2 TER200; ARMSTRONG;
DISTRICT OF TIMISKAMING

Encumbrances to be Deleted and Expunged from Title to the Earlton Business Office Parcels:

(i) Instrument No. LT334509, registered October 31, 2005, being a Charge in favour of The
Toronto Dominion Bank

(ii) Instrument No. DT7091, registered March 21, 2007, being a Charge in favour of The
Toronto Dominion Bank

(iii) Instrument No. DT7092, registered March 21, 2007, being a Charge in favour of The
Toronto Dominion Bank

(iv) Instrument No. DT18502, registered April 6, 2009, being a Charge in favour of The
Toronto Dominion Bank

(v) Instrument No. DT18503, registered April 6, 2009, being a Charge in favour of The
Toronto Dominion Bank

(vi) Instrument No. DT18861, registered May 1, 2009, being a Transfer of Charge from The Toronto Dominion Bank to The Bank of New York Mellon

(vii) Instrument No. DT18862, registered May 1, 2009, being a Transfer of Charge from The Toronto Dominion Bank to The Bank of New York Mellon

2. Parcels Relating to the Englehart OSB Plant (the “Englehart OSB Plant Parcels”):

OWNER: Grant Forest Products Inc.

(i) PIN: 61277-0392(LT)

PCL 24013 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 2, 3 & 4 54R2355 & PT 3 & 4 54R3420; S/T LT121700, LT121759; EVANTUREL; DISTRICT OF TIMISKAMING

(ii) PIN: 61277-383(LT)

PCL 23580 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 1 & 2 54R3292; EVANTUREL; DISTRICT OF TIMISKAMING

(iii) PIN: 61278-0051(LT)

PCL 12122 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT109670 EXCEPT PT 1 54R2411; S/T LT119808, LT234981, LT253262, LT267644; ENGLEHART ; DISTRICT OF TIMISKAMING

(iv) PIN: 61278-0069(LT)

PCL 17417 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT158350 EXCEPT UNIT 1 PL D84; ENGLEHART ; DISTRICT OF TIMISKAMING; LAND REGISTRY OFFICE NO. (54) TIMISKAMING

(v) PIN: 61278-0148(LT)

PCL 24170 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R3667; ENGLEHART ; DISTRICT OF TIMISKAMING

(vi) PIN: 61278-0120(LT)

PCL 21309 SEC SST; PT WLY PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R2411; ENGLEHART ; DISTRICT OF TIMISKAMING

(vii) PIN: 61278-0139(LT)

PCL 23398 SEC SST; PT SIXTH AV PL M95NB EVANTUREL; PT SEVENTH ST PL M95NB EVANTUREL PT 2 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

(viii) PIN: 61278-0140(LT)

PCL 23458 SEC SST; PT LT 251 PL M95NB EVANTUREL; PT LT 252 PL M95NB EVANTUREL PT 1 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

(ix) PIN: 61278-0019(LT)

PCL 21040 SEC SST; LT 26 PL M95NB EVANTUREL SRO; LT 27 PL M95NB EVANTUREL SRO; ENGLEHART ; DISTRICT OF TIMISKAMING

(x) **PIN: 61278-0029(LT)**

PCL 10462 SEC SST; PT S1/2 LT 12 CON 5 EVANTUREL AS IN LT99275; S/T LT120878, LT234961, LT253261, LT267646; EVANTUREL ; DISTRICT OF TIMISKAMING

(xi) **PIN: 61280-0102(LT)**

PCL 8925 SEC NND; N1/2 LT 1 CON 5 DACK EXCEPT PT 3, 4, 5 TER940, LT169208; S/T LT120542, LT253263, LT268133; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

(xii) **PIN: 61280-0105(LT)**

PCL 22633 SEC SST; W1/2 OF S1/2 LT 1 CON 5 DACK; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

Encumbrances to be Deleted and Expunged from Title to the Englehart OSB Plant Parcels:

(i) Instrument No. LT334509, registered October 31, 2005, being a Charge in favour of The Toronto Dominion Bank

(ii) Instrument No. DT7091, registered March 21, 2007, being a Charge in favour of The Toronto Dominion Bank

(iii) Instrument No. DT7092, registered March 21, 2007, being a Charge in favour of The Toronto Dominion Bank

(iv) Instrument No. DT18502, registered April 6, 2009, being a Charge in favour of The Toronto Dominion Bank

(v) Instrument No. DT18503, registered April 6, 2009, being a Charge in favour of The Toronto Dominion Bank

(vi) Instrument No. DT18861, registered May 1, 2009, being a Transfer of Charge from The Toronto Dominion Bank to The Bank of New York Mellon

(vii) Instrument No. DT18862, registered May 1, 2009, being a Transfer of Charge from The Toronto Dominion Bank to The Bank of New York Mellon

3. **Parcels Relating to the Wood Lots in Timiskaming (the "Timiskaming Wood Lot Parcels"):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 61280-0195(LT)**

PCL 5963 SEC SST; N1/2 OF S1/2 LT 2 CON 1 DACK; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

(ii) **PIN: 61301-0053(LT)**

PCL 390 SEC SST; S 1/2 LT 1 CON 1 TUDHOPE; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(iii) **PIN: 61301-0029(LT)**

PCL 12127 SEC SST; S 1/2 LT 1 CON 2 TUDHOPE; DISTRICT OF TIMISKAMING ;
DISTRICT OF TIMISKAMING

(iv) **PIN: 61301-0010(LT)**

PCL 19883 SEC SST; NE PT BROKEN LT 7 CON 4 TUDHOPE SRO AS IN LT190301;
DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(v) **PIN: 61301-0011(LT)**

PCL 22360 SEC SST; NW 1/4 OF N 1/2 LT 6 CON 4 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(vi) **PIN: 61301-0007(LT)**

PCL 22362 SEC SST; NW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(vii) **PIN: 61301-0008(LT)**

PCL 22361 SEC SST; SW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(viii) **PIN: 61332-0017(LT)**

PCL 6616 SEC NND; N1/2 LT 2 CON 4 LUNDY EXCEPT MRO AS IN LT258467;
DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(ix) **PIN: 61332-0022(LT)**

PCL 2294 SEC NND; S1/2 LT 3 CON 2 LUNDY EXCEPT MRO AS IN LT258467; DISTRICT
OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(x) **PIN: 61240-0014(LT)**

PCL 1699 SEC SST; N 1/2 LT 2 CON 5 HOLMES; DISTRICT OF TIMISKAMING ;
DISTRICT OF TIMISKAMING

**Encumbrances to be Deleted and Expunged from Title to the Timiskaming Wood Lot
Parcels:**

- None

Part B. Properties in the Land Titles Office No. (36) for the District Of Nipissing

1. **Parcels Relating to the Wood Lot in Nipissing (the “Nipissing Wood Lot Parcels”):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 49092-0011(LT)**

LT 6 CON 2 BEAUCAGE; PT LT 7-8 CON 2 BEAUCAGE; PT LT 7-8 CON 3 BEAUCAGE
AS IN NB155487; S/T BE74, NB54427; WEST NIPISSING ; DISTRICT OF NIPISSING

(ii) **PIN: 49005-0056(LT)**

PCL 1012 SEC NIP; MINING LOCATION WD 261 STRATHY; MINING LOCATION WD 262 STRATHY SITUATE ON THE S SIDE OF NET LAKE NE OF LAKE TEMAGAMING; TEMAGAMI ; DISTRICT OF NIPISSING

Encumbrances to be Deleted and Expunged from Title to the Nipissing Wood Lot Parcels:

- None

Part C. Properties in the Land Titles Office No. (6) for the District Of Cochrane

2. **Parcels Relating to Wood Lot in The District of Cochrane (the “Cochrane Wood Lot Parcels”):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 65332-0001(LT)**

PCL 3812 SEC NEC; NE 1/4 LT 12 CON 6 MCCART INCLUDING ANY LAND COVERED WITH WATER BEING MINING CLAIMS T27714 & T27715 MCCART; TOWN OF IROQUOIS FALLS

(ii) **PIN: 65332-0002(LT)**

PCL 3813 SEC NEC; S 1/2 LT 12 CON 6 MCCART; MINING CLAIM T27703 MCCART; MINING CLAIM T27704 MCCART; MINING CLAIM T27705 MCCART; MINING CLAIM T27706 MCCART; TOWN OF IROQUOIS FALLS

(iii) **PIN: 65332-0009(LT)**

PCL 3814 SEC NEC; S PT LT 11 CON 6 MCCART; MINING CLAIM T27753 MCCART; MINING CLAIM T27754 MCCART; MINING CLAIM T27755 MCCART; MINING CLAIM T27756 MCCART; TOWN OF IROQUOIS FALLS

(iv) **PIN: 65381-0552(LT)**

PCL 14799 SEC SEC; PT S 1/2 LT 3 CON 4 BOWMAN PT 1, CR469; BLACK RIVER-MATHESON

(v) **PIN: 65381-0540(LT)**

PCL 12761 SEC SEC SRO AND GRAVEL; N 1/2 LT 3 CON 4 BOWMAN; BLACK RIVER-MATHESON

Encumbrances to be Deleted and Expunged from Title to the Cochrane Wood Lot Parcels:

- None

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

Applicants

Court File No. 09-CL- 7960

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

ORDER

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) MONDAY, THE 1st DAY OF
JUSTICE CAMPBELL) FEBRUARY, 2010

**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")**

REGISTRATION ORDER

THIS MOTION, made by Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively, the "**Applicants**"), for an order in the form attached as Schedule "B" to the notice of motion of the Applicant dated January 15, 2010 (the "**Notice of Motion**") *inter alia*: (i) abridging and validating the timing and method of service of this Motion Record so that this Motion is properly returnable; (ii) ordering and declaring that no further registrations shall be made against title to the real property set out in Schedule "A" attached hereto (the "**Real Property**") without the prior written consent of Ernst & Young Inc. in its capacity as court appointed monitor (the "**Monitor**"); and (iii) authorizing the Applicants to register this Order on title to the Real Property, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Hap Stephen sworn January 15, 2010, the Sixth Report of the Monitor and the appendices thereto and on hearing the submissions of counsel for the Applicants, the Monitor, The Toronto-Dominion Bank as agent for the first lien lenders, the

independent directors of Grant Forest Products Inc., Peter Grant Sr., Peter Grant Jr. and ◇, and no one else appearing although duly served as appears from the affidavit of service of Laura Bowles-Dove sworn January 15, 2010;

Service

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

Real Property Registrations

2. **THIS COURT ORDERS AND DECLARES** that from and after the date hereof no further registrations shall be made against title to the real property set out in Schedule "A" attached hereto (the "**Real Property**") without the prior written consent of the Monitor.

3. **THIS COURT ORDERS** that notwithstanding paragraph 2 above, the Applicants are hereby authorized to register this Order on title to the Real Property.

Schedule "A"

Legal Descriptions of Real Properties

PART A. Properties in the Land Titles Office No. (54) for the District of Timiskaming

1. Parcels Relating to the Earlton Business Office (the "Earlton Business Office Parcels"):

OWNER: Grant Forest Products Inc.

(i) PIN: 61307-0004(LT)

PCL 19972 SEC SST; PT N1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1796; ARMSTRONG; DISTRICT OF TIMISKAMING

(ii) PIN: 61307-0074(LT)

PCL 18640 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 54R1139 T/W PT 1 54R1282 AS IN LT172281; ARMSTRONG; DISTRICT OF TIMISKAMING

(iii) PIN: 61307-0075(LT)

PCL 25231 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 1 TO 4 54R4670 S/T PT 4 54R4670 AS IN LT59803, S/T PT 1 54R4670 AS IN LT172281; ARMSTRONG; DISTRICT OF TIMISKAMING

(iv) PIN: 61307-0076(LT)

PCL 23789 SEC SST; PT S1/2 LT 6 CON 6 ARMSTRONG PT 2 TER200; ARMSTRONG; DISTRICT OF TIMISKAMING

2. Parcels Relating to the Englehart OSB Plant (the "Englehart OSB Plant Parcels"):

OWNER: Grant Forest Products Inc.

(i) PIN: 61277-0392(LT)

PCL 24013 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 2, 3 & 4 54R2355 & PT 3 & 4 54R3420; S/T LT121700, LT121759; EVANTUREL; DISTRICT OF TIMISKAMING

(ii) PIN: 61277-383(LT)

PCL 23580 SEC SST; PT S1/2 LT 11 CON 5 EVANTUREL PT 1 & 2 54R3292; EVANTUREL; DISTRICT OF TIMISKAMING

(iii) PIN: 61278-0051(LT)

PCL 12122 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT109670 EXCEPT PT 1 54R2411; S/T LT119808, LT234981, LT253262, LT267644; ENGLEHART ; DISTRICT OF TIMISKAMING

(iv) PIN: 61278-0069(LT)

PCL 17417 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL AS IN LT158350 EXCEPT UNIT 1 PL D84; ENGLEHART ; DISTRICT OF TIMISKAMING; LAND REGISTRY OFFICE NO. (54) TIMISKAMING

(v) **PIN: 61278-0148(LT)**

PCL 24170 SEC SST; PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R3667; ENGLEHART ; DISTRICT OF TIMISKAMING

(vi) **PIN: 61278-0120(LT)**

PCL 21309 SEC SST; PT WLY PT N1/2 LT 12 CON 5 EVANTUREL PT 1 54R2411; ENGLEHART ; DISTRICT OF TIMISKAMING

(vii) **PIN: 61278-0139(LT)**

PCL 23398 SEC SST; PT SIXTH AV PL M95NB EVANTUREL; PT SEVENTH ST PL M95NB EVANTUREL PT 2 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

(viii) **PIN: 61278-0140(LT)**

PCL 23458 SEC SST; PT LT 251 PL M95NB EVANTUREL; PT LT 252 PL M95NB EVANTUREL PT 1 54R3080; ENGLEHART ; DISTRICT OF TIMISKAMING

(ix) **PIN: 61278-0019(LT)**

PCL 21040 SEC SST; LT 26 PL M95NB EVANTUREL SRO; LT 27 PL M95NB EVANTUREL SRO; ENGLEHART ; DISTRICT OF TIMISKAMING

(x) **PIN: 61278-0029(LT)**

PCL 10462 SEC SST; PT S1/2 LT 12 CON 5 EVANTUREL AS IN LT99275; S/T LT120878, LT234961, LT253261, LT267646; EVANTUREL ; DISTRICT OF TIMISKAMING

(xi) **PIN: 61280-0102(LT)**

PCL 8925 SEC NND; N1/2 LT 1 CON 5 DACK EXCEPT PT 3, 4, 5 TER940, LT169208; S/T LT120542, LT253263, LT268133; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

(xii) **PIN: 61280-0105(LT)**

PCL 22633 SEC SST; W1/2 OF S1/2 LT 1 CON 5 DACK; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

3. **Parcels Relating to the Wood Lots in Timiskaming (the “Timiskaming Wood Lot Parcels”):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 61280-0195(LT)**

PCL 5963 SEC SST; N1/2 OF S1/2 LT 2 CON 1 DACK; CHARLTON AND DACK ; DISTRICT OF TIMISKAMING

(ii) **PIN: 61301-0053(LT)**

PCL 390 SEC SST; S 1/2 LT 1 CON 1 TUDHOPE; DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(iii) **PIN: 61301-0029(LT)**

PCL 12127 SEC SST; S 1/2 LT 1 CON 2 TUDHOPE; DISTRICT OF TIMISKAMING ;
DISTRICT OF TIMISKAMING

(iv) **PIN: 61301-0010(LT)**

PCL 19883 SEC SST; NE PT BROKEN LT 7 CON 4 TUDHOPE SRO AS IN LT190301;
DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(v) **PIN: 61301-0011(LT)**

PCL 22360 SEC SST; NW 1/4 OF N 1/2 LT 6 CON 4 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(vi) **PIN: 61301-0007(LT)**

PCL 22362 SEC SST; NW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(vii) **PIN: 61301-0008(LT)**

PCL 22361 SEC SST; SW 1/4 OF S 1/2 LT 6 CON 5 TUDHOPE SRO; DISTRICT OF
TIMISKAMING ; DISTRICT OF TIMISKAMING

(viii) **PIN: 61332-0017(LT)**

PCL 6616 SEC NND; N1/2 LT 2 CON 4 LUNDY EXCEPT MRO AS IN LT258467;
DISTRICT OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(ix) **PIN: 61332-0022(LT)**

PCL 2294 SEC NND; S1/2 LT 3 CON 2 LUNDY EXCEPT MRO AS IN LT258467; DISTRICT
OF TIMISKAMING ; DISTRICT OF TIMISKAMING

(x) **PIN: 61240-0014(LT)**

PCL 1699 SEC SST; N 1/2 LT 2 CON 5 HOLMES; DISTRICT OF TIMISKAMING ;
DISTRICT OF TIMISKAMING

Part B. Properties in the Land Titles Office No. (36) for the District Of Nipissing

1. **Parcels Relating to the Wood Lot in Nipissing (the “Nipissing Wood Lot Parcels”):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 49092-0011(LT)**

LT 6 CON 2 BEAUCAGE; PT LT 7-8 CON 2 BEAUCAGE; PT LT 7-8 CON 3 BEAUCAGE
AS IN NB155487; S/T BE74, NB54427; WEST NIPISSING ; DISTRICT OF NIPISSING

(ii) **PIN: 49005-0056(LT)**

PCL 1012 SEC NIP; MINING LOCATION WD 261 STRATHY; MINING LOCATION WD 262 STRATHY SITUATE ON THE S SIDE OF NET LAKE NE OF LAKE TEMAGAMING; TEMAGAMI ; DISTRICT OF NIPISSING

Part C. Properties in the Land Titles Office No. (6) for the District Of Cochrane

2. **Parcels Relating to Wood Lot in The District of Cochrane (the “Cochrane Wood Lot Parcels”):**

OWNER: Grant Forest Products Inc.

(i) **PIN: 65332-0001(LT)**

PCL 3812 SEC NEC; NE 1/4 LT 12 CON 6 MCCART INCLUDING ANY LAND COVERED WITH WATER BEING MINING CLAIMS T27714 & T27715 MCCART; TOWN OF IROQUOIS FALLS

(ii) **PIN: 65332-0002(LT)**

PCL 3813 SEC NEC; S 1/2 LT 12 CON 6 MCCART; MINING CLAIM T27703 MCCART; MINING CLAIM T27704 MCCART; MINING CLAIM T27705 MCCART; MINING CLAIM T27706 MCCART; TOWN OF IROQUOIS FALLS

(iii) **PIN: 65332-0009(LT)**

PCL 3814 SEC NEC; S PT LT 11 CON 6 MCCART; MINING CLAIM T27753 MCCART; MINING CLAIM T27754 MCCART; MINING CLAIM T27755 MCCART; MINING CLAIM T27756 MCCART; TOWN OF IROQUOIS FALLS

(iv) **PIN: 65381-0552(LT)**

PCL 14799 SEC SEC; PT S 1/2 LT 3 CON 4 BOWMAN PT 1, CR469; BLACK RIVER-MATHESON

(v) **PIN: 65381-0540(LT)**

PCL 12761 SEC SEC SRO AND GRAVEL; N 1/2 LT 3 CON 4 BOWMAN; BLACK RIVER-MATHESON

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")

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

ORDER

(February 1, 2010)

FRASER MILNER CASGRAIN LLP

1 First Canadian Place
100 King Street West,
Toronto, Ontario
M5X 1B2

Lawyer: Daniel R. Dowdall / Jane Dietrich
LSUC: 16737D / 49302U
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Lawyers for the Applicants Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc., and Grant U.S. Holdings GP

TAB 4

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**

AFFIDAVIT OF HAP STEPHEN
(sworn January 15th, 2010)

I, **Hap Stephen**, of the City of Mississauga, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am the chairman and CEO of Stonecrest Capital Inc. ("**Stonecrest**"), which was retained by Grant Forest Products Inc. ("**Grant Forest**") to act as Chief Restructuring Advisor ("**CRA**") of Grant Forest and its subsidiaries and as such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, do verily believe it to be true.

Overview

2. On June 25, 2009, the Applicants obtained an order (the "**Initial Order**") pursuant to the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"). All terms not otherwise defined in this affidavit have the meanings set out in the Initial Order. A copy of the Initial Order is attached hereto as Exhibit "**A**" to my affidavit.
3. The Initial Order granted a stay of proceedings in favour of the Applicants until July 24, 2009. The Stay Period has been subsequently extended until February 26, 2010.

4. I swear this affidavit:

- (a) in support of a motion by the Applicants to, among other things, approve a transaction (the “**Transaction**”) as contemplated by a purchase agreement (the “**Agreement**”) dated January 8, 2010 between Grant Forest, Grant Forest Products Sales Inc., Grant Alberta Inc., Grant U.S. Holdings GP (collectively the “**Original Applicants**”), Southeast Properties LLC, Grant Clarendon LP (“**Clarendon**”), Grant Allendale LP (“**Allendale**”), Grant US Sales Inc. (“**U.S. Sales**”), Grant Newco LLC (“**Newco**”), Grant Excluded GP (“**Excluded**”) on the one hand and GP International Acquisition III, Ltd., Georgia-Pacific LLC (“**GP**”) and GP Palmetto Holding LLC on the other substantially in the form of the agreement attached as a confidential appendix to the Sixth Report of Ernst & Young Inc. in its capacity as court appointed monitor (the “**Monitor**”) of the Original Applicants, to be filed separately (the “**Sixth Report**”) and authorizing and directing certain actions as contemplated thereby and related thereto; and
- (b) in support of a motion by The Toronto-Dominion Bank (“**TD**”) and Toronto Dominion (Texas) LLC, as agents (together, the “**First Lien Lenders’ Agent**”) pursuant to a credit agreement made as of October 26, 2005, as amended from time to time (the “**First Lien Credit Agreement**”) to, *inter alia*, add Southeast Properties LLC, Newco, Clarendon, Allendale, U.S. Sales and Excluded (the “**Additional Applicants**”) as applicants in this proceeding.

Background

- 5. Grant Forest is a leading Canadian manufacturer of oriented strand board (“**OSB**”). The Original Applicants and their subsidiaries manufacture OSB in panels of varying lengths and thickness, as well as specialty products such as web stock, rim board and oversized panels. Grant Forest and its subsidiaries have interests in three OSB mills in Canada and two OSB mills in the United States (only one of the OSB mills in the US has been completed and although the second OSB mill is substantially complete, it is not in operation). Only one OSB mill in Canada and the one complete OSB mill in the United

States are presently operating as a result of the current reduced market demand for OSB and other wood products.

6. In support of the application for the Initial Order, Peter Lynch, the executive vice-president and secretary of Grant Forest, the vice-president and secretary of Grant Alberta Inc. and the president and secretary of Grant Forest Products Sales Inc. swore an affidavit on June 22, 2009 (the “**Initial Affidavit**”). A copy of the body of the Initial Affidavit, without Exhibits, is attached hereto as Exhibit “**B**” to my affidavit.
7. The Initial Affidavit provides further background information regarding the Original Applicants’ businesses and stakeholders, including their secured creditors. A copy of the organization structure of the Original Applicants and the Additional Applicants is attached as Exhibit “**C**” to my affidavit.

Status of Marketing Process

8. The Initial Order approved a Marketing Process in accordance with an Investment Offering Protocol which is attached as Appendix “**A**” to the Initial Order.
9. The Original Applicants and the Investment Offering Advisor have proceeded to implement Phase I and Phase II of the Marketing Process as described in the Investment Offering Protocol and are in the process of implementing Phase III. The original Marketing Process contemplated that by September 30, 2009 (the “**Approval Date**”) the transaction resulting from the Marketing Process would be brought to Court for approval either as a plan of arrangement or as an asset purchase agreement. With the consent of the Monitor and First Lien Agent, the Approval Date was first extended until October 30, 2009, further extended until December 15, 2009 and then further extended until February 1, 2010.
10. The Marketing Process was conducted, in accordance with its terms, by the Original Applicants and the Monitor, in consultation with the First Lien Lenders’ Agent and the Second Lien Lenders’ Agent.

11. The bids considered in Phase II of the Marketing Process included a bid by GP and bids by two other potential buyers. Only the bid by GP provided for the payment of cash for the full acquisition price.
12. I understand that further information regarding the specifics of the Marketing Process, (which encompassed all of the assets of Grant Forest and the businesses of its direct and indirect subsidiaries) will be detailed in the Sixth Report.

Transaction with Georgia Pacific

13. For the reasons to be more fully set out in the Sixth Report (a draft of which I have reviewed), the Original Applicants are of the view that the Agreement implements the best bid received as a result of the Marketing Process. The Transaction provides for all cash consideration, allows for further realizations from the excluded assets, has the support of the majority of the First Lien Lenders and is recommended by the Monitor. For these and the reasons which I understand will be set out in the Sixth Report, I recommend that the Transaction be approved.
14. At a meeting of an informal committee of independent members of the board of directors of Grant Forest (the “**Independent Directors Committee**”), and that committees’ independent legal counsel, held on January 5, 2010, the Independent Directors Committee unanimously agreed to approve the Transaction, subject to Court approval. An extract from the minutes of such meeting is attached hereto as Exhibit “**D**” to my affidavit.
15. The Independent Directors Committee includes all directors of Grant Forest other than Peter Grant Sr., Peter Grant Jr., and Peter Lynch. As Peter Grant Sr. and Peter Grant Jr. had involvement with other bids that were put forward during the Marketing Process, protocols had previously been established in consultation with the Monitor to rely on the Independent Directors Committee for decision making regarding the Marketing Process. As Peter Lynch’s employment status following closing of a transaction was also potentially in issue, protocols had also been previously established regarding his involvement in the Marketing Process.

16. As can be seen from Exhibit “D” to my affidavit, the Independent Directors Committee also authorized Peter Lynch to execute such documents and take such steps as are necessary to close the Transaction, should the Transaction receive Court approval.

Additional Applicants

17. As noted above, the First Lien Lenders’ Agent has brought a motion to add the Additional Applicants to these CCAA proceedings.
18. The Original Applicants and Additional Applicants carry on a fully integrated OSB business. As noted in the Initial Affidavit, Clarendon and Allendale each own an OSB mill in South Carolina (however, only the Allendale mill has been completed). U.S. Sales purchases OSB produced by Allendale and sells it to customers. All OSB produced by Allendale and sold by U.S. Sales is branded as “Grant Forest Products” OSB in a similar manner to that produced by its Ontario OSB mill. The other Additional Applicants do not carry on active business.
19. A number of the members of the boards of directors, boards of managements and officers are common among the Additional Applicants and the Original Applicants including Peter Lynch and Peter Grant Jr. who both reside in Canada. All of the directors of Grant Forest are Canadian. Resolutions of the boards of directors of the Additional Applicants were historically passed by written resolution and formal board of directors’ meetings for the Additional Applicants were not held in the United States. As noted in the Initial Affidavit, the ultimate shareholders of Grant Forest are Canadian.
20. The *de facto* head office of the all of the Original Applicants and the Additional Applicants is the Canadian head office of Grant Forest and that is where the main financial books and records and the main directing minds of the Original Applicants and the Additional Applicants are located. All major budgeting, financial, marketing, sales and overall strategy decisions for operations of the Original Applicants and the Additional Applicants are directed from, made in or monitored from Grant Forest’s head office in Ontario. All treasury, cash management and banking arrangements for the Original Applicants and the Additional Applicants are also coordinated out of Grant Forest’s head office in Ontario. Further all major human resources decisions, including

compensation and benefits of all officers and senior management of the Original Applicants and the Additional Applicants are managed out of Ontario.

21. Historically, audited financial statements have been prepared on a consolidated basis (including both the Original Applicants and the Additional Applicants).
22. As well, each of the Additional Applicants has assets in Ontario in the form of recently opened bank accounts with the TD in Toronto, Ontario and each Additional Applicant has deposited the sum of \$1,000 in its account.
23. The unaudited financial statements of each of the Additional Applicants as at July 3, 2009 are attached hereto as Exhibit "E" to my Affidavit.
24. All of the Additional Applicants, with the exception of Excluded, are guarantors of the obligations owing to the First Lien Lenders and the Second Lien Lenders. Those facilities are both in default and the applicable Additional Applicants do not have the ability to repay the obligations owing under those facilities. The majority of the principal amount of the First Lien Lenders' liability is held by First Lien Lenders who are Canadian. As well, a number of the Second Lien Lenders are also Canadian.
25. The only material assets of Excluded consist of unsecured obligations owing by other Additional Applicants to Excluded. As those other Additional Applicants are currently unable to pay their secured creditors in full, the unsecured obligations owing to Excluded by those entities have no reasonable prospect of any realizable value.
26. Consequently, I believe that each of the Additional Applicants is insolvent.
27. Projected cash flow statements for each of the Additional Applicants are attached as Exhibit "F" to my affidavit. The Initial Order permits, with the consent of the Monitor, the transfers of funds from the Original Applicants to Allendale, Clarendon and U.S. Sales to enable them to continue to carry on their respective businesses in the ordinary course. I also understand that the form or order proposed by the First Lien Lenders' Agent with respect to the Additional Applicants would permit such lending to continue. It is not expected that funding from other sources will be needed by the Additional

Applicants to permit them to continue operations until the projected closing of the Transaction.

28. I swear this affidavit in support of the motions described in paragraph 4 hereof and for no other or improper purpose.

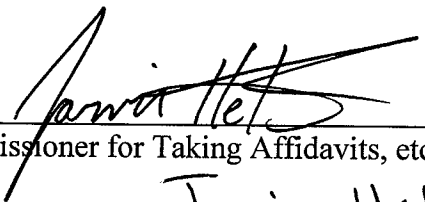
SWORN before me at the City of Toronto)
in the Province of Ontario this 15th day of)
January, 2010)

A Commissioner, etc.)

Jarvis Hétu

H. Stephen
HAP STEPHEN

Exhibit "A" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.



Commissioner for Taking Affidavits, etc.

Jarvis Hétu.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) THURSDAY, THE 25TH
)
JUSTICE NEWBOULD) DAY OF JUNE, 2009

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

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



INITIAL ORDER

THIS APPLICATION, made by Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Peter Lynch sworn June 22, 2009 and the exhibits thereto (the "**Lynch Affidavit**"), the supplement affidavit of Peter Lynch sworn June 25, 2009 and the exhibits thereto (the "**Supplemental Lynch Affidavit**"), the report to Court of Ernst & Young Inc. ("**E&Y**") as proposed monitor and on hearing the submissions of counsel for the Applicants, The Toronto-Dominion Bank (the "**Agent**"), as agent for the first lien lenders (the "**First Lien Lenders**"), the independent directors of Grant Forest Products Inc. ("**GFPI**"), E&Y, Peter Grant Sr., Peter Grant Jr., GE Canada Leasing Services Company, no one else appearing although duly served as appears from the affidavit of service of Jarvis Hetu sworn June 23, 2009,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (collectively, the “**Plan**”) between, *inter alia*, the Applicants, or any of the Applicants, and one or more classes of its or their secured and/or unsecured creditors as it deems or they deem appropriate.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their businesses (the “**Business**”) and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, the “**Assistants**”) currently retained or employed by them, with liberty, subject to obtaining the prior consent of the Monitor or further order of the Court, to amend in any material manner the mandate of any Assistants or to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order (except that such consent or further order shall not be required for the Applicants to hire new employees in the ordinary course of business).

5. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee benefits and pension contributions, vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, which, for greater certainty, shall not include any payments in respect of employee termination or severance; and
- (b) the fees and disbursements of any Assistants retained or employed by any of the Applicants as permitted herein in respect of these proceedings or the Applicants' proposed restructuring at their standard rates and charges.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and provided that the Applicants provide the Monitor with a list of their intended disbursements before making such disbursements, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course on or after this Order (or, in the case of the following subparagraph (c), prior to the date of this Order), and in carrying out the provisions of this Order including:

- (a) subject to paragraph 10 below, all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including payments on account of insurance (including directors' and officers' insurance), maintenance and security services;
- (b) expenses for goods or services actually supplied to any of the Applicants on or following the date of this Order; and
- (c) expenses for goods or services actually supplied to any of the Applicants prior to the date of this Order provided:
 - (i) such payments are critical to any Applicant's Business and are made with the prior written consent of the Monitor; or

- (ii) such payments are owing to a person or persons for the supply of logs or timber to GFPI.

7. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by any of the Applicants in connection with the sale of goods and services by any of the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the Applicants.

8. **THIS COURT ORDERS** that the Applicants, or any of them, may, with the prior written consent of the Monitor, lend funds to Grant Allendale LP, Grant Clarendon LP and Grant US Sales Inc. (or any of them), to enable them to continue to carry on their respective businesses in the ordinary course and the Applicants, or any of them, may receive and retain any repayments made by Grant Allendale LP, Grant Clarendon LP and Grant US Sales Inc. (or any of them).

9. **THIS COURT ORDERS** that until such time as any of the Applicants repudiate a real property lease in accordance with paragraph 12(c) of this Order, the Applicants shall pay when

due all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under any lease) or as otherwise may be negotiated by the Applicants from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly in advance (but not in arrears).

10. **THIS COURT ORDERS** that, except as specifically permitted herein or included in the Cash Flow Projection (as defined by the Lynch Affidavit) as amended or prepared for later periods from time to time with the Agent's approval (the "**Cash Flow Projections**"), the Applicants and their subsidiaries are hereby prohibited, without the prior written approval of the Agent and the Monitor, from:

- (a) granting, or permitting to be outstanding, any lien, charge, security interest or any other encumbrance of any kind whatsoever (each an "**Encumbrance**") other than valid and enforceable Encumbrances existing on the date of this Order, charges created by this Order and liens arising solely by operation of law in the ordinary course of business of the Applicants and their subsidiaries;
- (b) creating, incurring, assuming or suffering to exist, directly, contingently or otherwise, any debt or obligations other than:
 - A. debt or obligations existing on the date hereof; or
 - B. unsecured current liabilities (which are not the result of borrowing) incurred and payable in the ordinary course of business of the Applicants and their subsidiaries as permitted herein;
- (c) entering into any transactions outside the ordinary course of its business;
- (d) making expenditures or commitments of the Applicants on account of any capital or fixed asset account of the Applicants in the aggregate in excess of 110% of the capital expenditure amount identified in the Cash Flow Projections, except that the Applicants may make capital expenditures or commitments for excess

amounts with the Monitor's approval, to the extent required to carry on the existing oriented strand board Business;

- (e) declaring any dividends or distributions to any shareholder or any person affiliated or associated with any shareholder whether by way of dividend or otherwise;
- (f) guaranteeing, endorsing or otherwise becoming surety for or upon any obligations of any person;
- (g) paying any amount to its employees and officers as such by way of salary, bonus, commission, directors' fees or otherwise in excess of the amounts currently being paid or at a rate in excess of the current rate thereof, provided that nothing in this Order shall prohibit the Applicants and their subsidiaries from reimbursing their employees and officers for reasonable expenses incurred by them in the ordinary course of business;
- (h) paying any amount to any shareholder of GFPI, any person who owns shares of any shareholder of GFPI or any person related by blood or marriage to any such person, except for payments permitted by the immediately preceding subparagraph;
- (i) making any cash payment (interest or otherwise) to any creditor including: (i) under the existing aircraft leases with GE Capital Equipment Financing; or (ii) under the First Lien Credit Agreement or the Second Lien Credit Agreement (as defined by the Lynch Affidavit);
- (j) making expenditures or commitments in respect of any or all assets of an Applicant not required in connection with the Business;
- (k) opening or maintaining deposit accounts other than the deposit accounts maintained with The Toronto-Dominion Bank, Wachovia Bank, National Association, Harris N.A. and Bank of Montreal as of the date hereof or such other account approved by the Agent (the "**Accounts**");

- (l) making any changes to the officers or senior management, or to any of the signing authorities specified on the Accounts;
- (m) making any payment of any amount owing pursuant to the tax refund purchase and sale agreement dated as of March 31, 2008 with respect to the sale by GFPI of certain of its tax refunds;
- (n) entering into any interest or currency exchange agreement or any other swap agreement; and
- (o) obtaining any debtor-in-possession financing from any lender other than one or more of the First Lien Lenders and in accordance with the further order of the Court.

11. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, the Applicants shall in all respects comply with their obligations under the First Lien Credit Agreement made as of October 26, 2005 among the Agent, the First Lien Lenders, GFPI and others in respect of reporting and the provision of information. The Applicants shall cooperate fully with PricewaterhouseCoopers Inc. ("PWC"), the financial advisor to the First Lien Lenders, in providing such information.

RESTRUCTURING

12. **THIS COURT ORDERS** that each of the Applicants shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$2 million in the aggregate, subject to the prior written consent of the Monitor and subject to subparagraph (c) of this section, if applicable;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee or, failing such agreement, to deal with the consequences thereof in the Plan or otherwise;

- (c) in accordance with paragraphs 13 and 14, vacate, abandon or quit any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days' notice in writing to the relevant landlord on such terms as may be agreed upon between the Applicant and such landlord or, failing such agreement, to deal with the consequences thereof in the Plan or otherwise;
- (d) repudiate such of its arrangements or agreements of any nature whatsoever, whether oral or written, as the Applicant deems appropriate on such terms as may be agreed upon between the Applicant and such counter-parties or, failing such agreement, to deal with the consequences thereof in the Plan or otherwise; and
- (e) in accordance with the Marketing Process (as hereinafter defined), pursue all avenues of refinancing and recapitalization and pursue all purchase offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or recapitalization or any sale (except as permitted by subparagraph (a) of this section),

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

13. **THIS COURT ORDERS** that an Applicant shall provide the relevant landlord with notice of the applicable Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the relevant landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by an Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If an Applicant repudiates the lease governing such leased premises in accordance with paragraph 12(c) of this Order, it shall not be required to

pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a lease is repudiated by an Applicant in accordance with paragraph 12(c) of this Order, then: (a) during the notice period prior to the effective time of the repudiation, the relevant landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

15. **THIS COURT ORDERS** that, subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the Applicants shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for greater certainty, the Applicants shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as it deems suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

MARKETING OF INVESTMENT OPPORTUNITY

16. **THIS COURT ORDERS AND DIRECTS** the Applicants to immediately commence a marketing process (the "**Marketing Process**") in accordance with the protocol attached hereto as Appendix "A" to this Order (the "**Investment Offering Protocol**") for the purpose of offering the opportunity for potential investors to purchase the business and operations of the Applicants and their subsidiaries as a going concern or to sponsor a plan of arrangement of the Applicants or any of them.

17. **THIS COURT ORDERS** that the Investment Offering Protocol is hereby approved and the Applicants and the Monitor are hereby authorized and directed to perform each of their obligations thereunder.

18. **THIS COURT ORDERS** that the Applicants are hereby authorized and directed to engage an investment offering advisor (the "**Investment Offering Advisor**") in accordance with an Investment Offering Advisor engagement letter (the "**Investment Offering Advisor Engagement Letter**"), after it is approved by the Monitor and the Agent, to act as Investment Offering Advisor in connection with the conduct of the Marketing Process. The Investment Offering Advisor Engagement Letter shall not be affected by the Plan.

19. **THIS COURT ORDERS** that the Investment Offering Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Investment Offering Advisor Charge**") in the maximum amount of \$200,000 of all Property of the Applicants to secure its fees and recoverable disbursements incurred in performing its obligations under the Investment Offering Advisor Engagement Letter but not including any indemnity or any fees or expenses incurred by the Investment Offering Advisor in connection with any right of indemnity included in the Investment Offering Advisor Engagement Letter. The Investment Offering Advisor Charge shall rank *pari passu* with the Administration Charge (as hereinafter defined) and the Applicants are directed to pay to the Investment Offering Advisor the fees and expenses payable under the Investment Offering Advisor Engagement Letter promptly when due.

20. **THIS COURT ORDERS** that the Investment Offering Advisor, its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of either its engagement by the Applicants as Investment Offering Advisor or any matter referred to in the Investment Offering Advisor Engagement Letter except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Investment Offering Advisor in performing its obligations under the Investment Offering Advisor Engagement Letter.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

21. **THIS COURT ORDERS** that until and including July 24, 2009 or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) (including the application for a bankruptcy order brought by GE Canada Leasing Services Company) shall be commenced or continued against or in respect of any of the Applicants or the Monitor, or affecting any Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting any Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

22. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property (including any right to submit a shotgun buy or sell offer with respect to GFPI’s shares of Footner Forest Products Ltd. or GFPI’s interest in the OSB facility at High Level, Alberta or related assets), are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on; (b) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment; (c) prevent the filing of any registration to preserve or perfect a security interest; (d) prevent the registration of a claim for lien under the *Construction Lien Act* or the *Forestry Workers Lien for Wages Act* or any other applicable statute; or (e) prevent GE Canada Leasing Services Company from selling the 1992 Dassault Falcon 50 aircraft or the 1994 Dassault Falcon 900B aircraft and related engines and parts pursuant to its lease thereof to GFPI.

NO INTERFERENCE WITH RIGHTS

23. **THIS COURT ORDERS** that, during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right,

contract, agreement, licence or permit in favour of or held by any of the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

24. **THIS COURT ORDERS** that, during the Stay Period, all Persons having oral or written agreements with any of the Applicants or statutory or regulatory mandates for the supply of goods and/or services including, without limitation, all resin supply, timber, log and wood supply, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility services or other services to the Business or any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Applicants, and that each of the Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider, the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

25. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, no creditor of any of the Applicants shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. **THIS COURT ORDERS** that, during the Stay Period and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before or arises after the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or

performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

27. **THIS COURT ORDERS** that each of the Applicants shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of any of the Applicants, after the date hereof, to make payments due and payable after the date of this Order of the nature referred to in subparagraphs 5(a), 7(a), 7(b), and 7(c) of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of any of the Applicants except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

28. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on all Property, which charge shall not exceed the aggregate amount of \$3,000,000, as security for the indemnity provided in paragraph 27 of this Order. The Directors' Charge shall have the priority set out in paragraph 44 of this Order.

29. **THIS COURT ORDERS** that, notwithstanding any provision of any applicable insurance policy to the contrary: (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order or the insurer fails to fund defence costs on a timely basis (provided the insurance beneficiaries assign to the applicable Applicant the insurance beneficiaries' rights under the applicable insurance policy to receive such defence costs paid pursuant to the Directors' Charge).

APPOINTMENT OF MONITOR

30. **THIS COURT ORDERS** that E&Y is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by any of the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

31. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) perform its obligations under the Investment Offering Protocol;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Marketing Process and such other matters as may be relevant to the proceedings herein;
- (d) assist the Applicants, to the extent required the Applicants, in the dissemination to the Agent and BNY and their respective counsel on a bi-weekly basis or otherwise as required herein of financial and other information as agreed to between the Applicants and the Agent or BNY;
- (e) advise the Applicants in relation to the Cash Flow Projections, including the reconciliation of actual results to Cash Flow Projections and the formulation of Cash Flow Projections as may be required herein, which information shall be reviewed with the Monitor and delivered to the Agent and its counsel on a periodic basis, but not less than bi-weekly, or as otherwise agreed to by the Agent;
- (f) advise the Applicants in their development of the Plan and any amendments to the Plan;

- (g) report and advise the Applicants, the Court and the Agent in relation to any offers to purchase or refinance the Business received in accordance with the Marketing Process;
- (h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (i) have full and complete access to the books, records, management, employees and advisors of the Applicants and to the Business and the Property to the extent required to perform its duties arising under this Order;
- (j) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (k) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

32. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario*

Water Resources Act, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

34. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of any of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

APPOINTMENT OF CHIEF RESTRUCTURING ADVISOR

35. **THIS COURT ORDERS** that GFPI be and is hereby authorized and directed to continue the engagement of Stonecrest Capital Inc. (“**Stonecrest**”) as Chief Restructuring Advisor (the “**CRA**”) with services to be provided by Hap Stephen (“**Stephen**”) and Sandra Rosch (“**Rosch**”) on the terms and conditions set out in the amended engagement letter between GFPI and Stonecrest as referred to in the Supplemental Lynch Affidavit (the “**CRA Engagement Letter**”).

36. **THIS COURT ORDERS** that the CRA Engagement Letter is hereby approved and given full force and effect in accordance with its provisions and that the claims, if any, of Stonecrest, Stephen or Rosch pursuant to the CRA Engagement Letter shall not be affected by the Plan.

37. **THIS COURT ORDERS** that the CRA shall have and may exercise and perform the powers, responsibilities and duties described in the CRA Engagement Letter, together with such other powers, responsibilities and duties as may be agreed upon by the CRA and GFPI and approved by the Monitor or this Honourable Court.

PROVISIONS RELATED TO THE MONITOR, THE CRA AND OTHERS

38. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor, the CRA, Stephen and Rosch shall incur no liability or obligation as a result of their appointments or the carrying out of the provisions of this Order (or, in the case of the CRA, Stephen and Rosch, the provisions of the CRA Engagement Letter), except for any gross negligence or wilful misconduct on their respective parts. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

39. **THIS COURT ORDERS** that the Monitor, PWC, counsel to the Monitor, counsel to GFPI's board of directors and counsel to the Applicants shall be paid by the Applicants their reasonable fees and disbursements, in each case at their standard rates and charges and whether incurred before, on or after the date of this Order, and that the CRA shall be paid by the Applicants its fees and disbursements as set out in the CRA Engagement Letter, as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, PWC, counsel to GFPI's board of directors, counsel for the Monitor, the CRA and counsel for the Applicants on a weekly basis and to pay the CRA's monthly work fee monthly in advance in accordance with the CRA Engagement Letter. Additionally, the Applicants shall pay the fees and disbursements of the Canadian and U.S. counsel to the Agent (each, "**First Lien Lenders' Agent's Counsel**") promptly on receipt of copies of their invoices.

40. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time and, for this purpose, the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

41. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to GFPI's board of directors, the CRA, the Applicants' counsel and the First Lien Lenders' Agent's Counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on all Property, which charge shall not exceed the aggregate amount of \$2,000,000, as security for all amounts owing to the Monitor, counsel to the Monitor, counsel to GFPI's board of directors, the CRA, the Applicants' counsel and the First Lien Lenders' Agent's Counsel as

set out in paragraph 39 hereof, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 44 hereof.

KERP PAYMENT

42. **THIS COURT ORDERS** that the key employee retention plan agreement dated December 19, 2008 between Peter Lynch (“**Lynch**”) and GFPI, as amended by an amendment agreement dated as of April 1, 2009, as described in the Lynch Affidavit (the “**KERP Agreement**”) be and is hereby approved and given full force and effect in accordance with its terms and the Applicants are hereby directed to make when due the payments provided for thereunder.

43. **THIS COURT ORDERS** that Lynch shall be entitled to the benefit of and is hereby granted a charge (the “**KERP Charge**”) on all Property, which charge shall not exceed the amount of \$1,134,000, as security for all amounts now or hereafter owing to Lynch pursuant to the KERP Agreement, both before and after the making of this Order. The KERP Charge shall have the priority set out in paragraph 44 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

44. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Investment Offering Advisor Charge, the KERP Charge and the Directors’ Charge, as among them, shall be as follows:

- (a) Firstly – Administration Charge (to the maximum amount of \$2,000,000) and the Investment Offering Advisor Charge (to the maximum amount of an additional \$200,000) on a pari passu basis; and
- (b) Secondly – KERP Charge (to the maximum amount of \$1,134,000) and Directors’ Charge (to the maximum amount of \$3,000,000) on a pari passu basis.

45. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the Investment Offering Advisor Charge, the KERP Charge and the Directors’ Charge (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered,

recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

46. **THIS COURT ORDERS** that each of the Charges shall constitute charges of all Property and the Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

47. **THIS COURT ORDERS** that, except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with any of the Charges without the written consent of the Monitor, and the beneficiaries of the Administration Charge, the Investment Offering Advisor Charge, the KERP Charge and the Directors’ Charge, or further Order of this Court.

48. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any applications for bankruptcy orders issued pursuant to BIA or any bankruptcy order made pursuant to such applications in respect of any of the Applicants; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA by any of the Applicants; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the Applicants and, notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by any of the Applicants of any Agreement to which it is a party;

- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from, the creation of the Charges; and
- (iii) the payments made by any of the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

49. **THIS COURT ORDERS** that the Applicants shall, within ten (10) business days of the date of entry of this Order, send a copy of this Order to their known creditors, other than employees and creditors to the Applicants owed less than \$1,000.00, at their addresses as they appear on the Applicants' records, and shall promptly send a copy of this Order: (a) to all parties filing a Notice of Appearance in respect of this Application; and (b) to any other interested Person requesting a copy of this Order, and the Monitor is relieved of its obligation under Section 11(5) of the CCAA to provide similar notice, other than to supervise this process.

50. **THIS COURT ORDERS** that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

51. **THIS COURT ORDERS** that the Applicants, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the

extent practicable, and the Monitor may post a copy of any or all such materials on the Monitor's website.

GENERAL

52. **THIS COURT ORDERS** that any of the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

53. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business or the Property.

54. **THIS COURT ORDERS** that the Monitor is hereby authorized to apply, after consultation with the Applicants, the Agent and BNY, for recognition of these proceedings as "Foreign Main Proceedings" in the United States pursuant to Chapter 15 of the *U.S. Bankruptcy Code*.

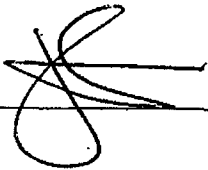
55. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

56. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

57. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than four (4) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

58. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order.

59. **THIS COURT ORDERS** that the unredacted copy of the CRA Engagement Letter be and is hereby sealed and treated as confidential pending completion of the marketing process contemplated by the Investment Offering Protocol or further Order of this Court.


A handwritten signature in black ink, consisting of a large, stylized 'J' or 'N' shape with a horizontal line extending to the right, positioned above a horizontal line.

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

JUN 25 2009

PER / PAR: JSN

Joanne Nicoara
Registrar, Superior Court of Justice

APPENDIX “A”
GRANT FOREST PRODUCTS INC.
INVESTMENT OFFERING PROTOCOL

Recitals

1. Grant Forest Products Inc., Grant Alberta Inc., Grant Forest Products Sales Inc. and Grant U.S. Holdings GP (collectively, the “**Grant Companies**”) filed for protection with the Ontario Superior Court of Justice (the “**Court**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (“**CCAA**”).
2. Pursuant to the CCAA proceedings, Ernst & Young Inc. (the “**Monitor**”) has been appointed as the monitor of the Grant Companies.
3. The Grant Companies carry on business in North America as manufacturers and distributors of oriented strand board and other similar and related products (the “**Business**”).
4. The Grant Companies wish to engage [<>] as their investment offering advisor (the “**Investment Offering Advisor**”) to assist them in identifying prospective parties and negotiating the terms of a refinancing or recapitalization of the Grant Companies and their subsidiaries or a sale of the Business, in whole or in part, in consultation with the Monitor, an agent (the “**First Lien Agent**”) for the first lien secured lenders (the “**First Lien Lenders**”) and the agent (the “**Second Lien Agent**”) for the second lien secured lenders (the “**Second Lien Lenders**”).
5. The marketing process set out herein (the “**Marketing Process**”) is intended to focus the efforts of the Grant Companies and the Investment Offering Advisor (with the assistance of the Monitor and in consultation with the First Lien Agent and the Second Lien Agent) on the maximization of value for the First Lien Lenders , the Second Lien Lenders, the Grant Companies’ other creditors and other stakeholders (collectively, the “**Stakeholders**”) either through a refinancing or recapitalization or a sale of the Business.

Leading the Marketing Process

6. In order to ensure that the Marketing Process successfully identifies the best possible buyer or investor, among other things:
- (a) the Grant Companies and the Investment Offering Advisor shall lead the marketing efforts in consultation with the Monitor, the First Lien Agent and the Second Lien Agent; and
 - (b) the Grant Companies shall devote all time and attention necessary to pursue the Marketing Process in a timely manner.

Objectives

7. The Marketing Process will be implemented to achieve the following objectives:
- (a) value maximization for the Stakeholders of the Grant Companies;
 - (b) continuity of the Business; and
 - (c) timely implementation.
8. In order to achieve these objectives:
- (a) interested parties shall be encouraged to consider:
 - (i) the opportunity of sponsoring a refinancing or a recapitalization of the Grant Companies and their subsidiaries through a plan of arrangement; or
 - (ii) the purchase of the Business in whole or in part; and
 - (b) interested parties shall be required to participate in the Marketing Process and to respect the timetable set out herein.

Supervision and Reporting

9. The Marketing Process shall be approved by the Court and subject to the Court's overriding supervision. The Monitor will facilitate and oversee the Marketing Process

undertaken by the Investment Offering Advisor, the Grant Companies and their other advisors, all in accordance with this Protocol. Any sale of the Business must be approved by the Court in accordance with the Initial Order.

10. Whether the transaction is to be implemented by a plan of arrangement or a sale of the Business, the Monitor will provide a report to the Court including a detailed summary as to how the Marketing Process was conducted, the key elements of the resulting transaction and the Monitor's recommendation with respect to such plan or sale, as the case may be.

Reporting to Stakeholders

11. The Grant Companies and the Monitor may provide periodic updates, as appropriate, to Stakeholders which have executed confidentiality agreements including the First Lien Lenders and the Second Lien Lenders.

Selection of Investment Offering Advisor

12. The Grant Companies confirm that they have selected the Investment Offering Advisor and the Investment Offering Advisor has agreed to accept its engagement in accordance with the Investment Offering Advisor Engagement Letter filed in the CCAA proceedings and approved in the Initial Order.

Identification of Potential Interested Parties

13. The Grant Companies and the Monitor will jointly agree on a preliminary potential interested party list with input from the Investment Offering Advisor with a view to ensuring that all parties that have expressed interest in the Business prior to the CCAA proceedings and any potential interested party whose interest may be known to the Grant Companies, the Monitor or the Investment Offering Advisor are included on the preliminary list. The Stakeholders may nominate interested parties for inclusion in the preliminary list.

Marketing Process

14. Phase I

- (a) The Grant Companies will work with the Investment Offering Advisor to prepare a one page marketing overview (the "Teaser"), a draft non-disclosure agreement

(an “NDA”), a communications package, a confidential information memorandum, the data room and other relevant marketing materials. The NDA shall not prohibit any person from buying or selling any debt owing by any of the Grant Companies. The Monitor and the advisors to the First Lien Lenders shall be entitled to review and provide input into these materials as they shall deem appropriate.

- (b) The Investment Offering Advisor will contact all of the parties on the final potential interested party list and provide them with a copy of the teaser memorandum and form of NDA.
- (c) Interested parties that execute the NDA (or have previously executed an NDA satisfactory to the Grant Companies) will receive information and will receive access to a limited electronic data room.
- (d) Each potential interested buyer or investor will be asked to submit a non-binding preliminary proposal on or before July 31, 2009.
- (e) The Grant Companies and the Monitor, in consultation with the Investment Offering Advisor, will evaluate the non-binding preliminary proposals based on the ability of the potential interested parties to complete due diligence on a timely basis as well as other buyer or investor selection criteria that may be developed by the Grant Companies in consultation with the Monitor and the Investment Offering Advisor.
- (f) Given that all parties recognize the need to complete a transaction as quickly as possible, the number of parties invited to participate in Phase II of the Marketing Process will be limited in number and will be jointly selected by the Monitor and the Grant Companies in consultation with the First Lien Agent and the Second Lien Agent.

15. Phase II

- (a) Interested parties invited to participate in Phase II will be provided with a management presentation and full electronic data room access.
- (b) Interested parties must complete due diligence and submit to the Grant Companies, the Monitor and the Investment Offering Advisor a revised proposal on or before August 30, 2009.
- (c) The Grant Companies and the Monitor, in consultation with the Investment Offering Advisor, will review the proposals and, in full consultation with the First Lien Agent and the Second Lien Agent, jointly select one or more parties which wish to proceed to Phase III.

16. Phase III

- (a) The Grant Companies and the Monitor, in consultation with the Investment Offering Advisor, the First Lien Agent and the Second Lien Agent, will conduct final negotiations of an agreement to sponsor a plan of arrangement or to sell the Business with or to the interested parties selected to proceed to Phase III.
- (b) The Grant Companies shall not, without the prior written approval of the First Lien 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 Grant Companies to the First Lien Lenders:
 - (i) file any plan of arrangement with the Court; or
 - (ii) enter into an agreement to sell the Business or any material part of the Business.
- (c) If the transaction is to be completed by a plan of arrangement, such plan will be filed with the Court and submitted to all required meetings of affected creditors for approval no later than September 30, 2009.

- (d) If the transaction is to be completed by a sale, the asset purchase agreement will be completed and submitted by the Grant Companies to the Court for approval not later than September 30, 2009.

Adjustments to the Marketing Process

17. The Grant Companies, in consultation with the Investment Offering Advisor, may adjust the Market Process (and extend any time limits) as necessary to achieve the objectives set out in this protocol, provided the Monitor and the First Lien Agent consent to such adjustment.

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")

ONTARIO

SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

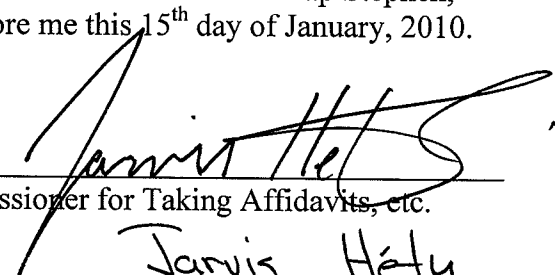
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*Lawyers for the Applicants Grant Forest Products Inc., Grant
Alberta Inc., Grant Forest Products Sales Inc., and Grant
U.S. Holdings GP*

TAB B

Exhibit "B" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.



Commissioner for Taking Affidavits, etc.

Jarvis Hétu

**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")**

**AFFIDAVIT OF PETER LYNCH
(sworn June 22, 2009)**

I, **Peter Lynch**, of the City of Toronto, in the Province of Ontario, **MAKE
OATH AND SAY:**

I am the executive vice-president and secretary of Grant Forest Products Inc. ("**Grant Forest**"), the vice-president and secretary of Grant Alberta Inc. ("**Alberta**") and the president and secretary of Grant Forest Products Sales Inc. ("**Sales**"). I am also a director of Grant Forest, Alberta and Sales. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, do verily believe it to be true.

OVERVIEW

1. This affidavit is sworn in support of the application by Grant Forest, Alberta, Sales and Grant U.S. Holdings GP ("**Grant Holdings**") (collectively, the "**Applicants**") for certain relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C. C-36, as amended (the "**CCAA**").
2. The organizational structure of the Applicants and certain of their subsidiaries or other related parties (collectively, the "**Subsidiaries**") is set out in the chart attached hereto as Exhibit "A".

3. Grant Forest is a leading Canadian manufacturer of oriented strand board ("**OSB**"). Grant Forest manufactures OSB in panels of varying lengths and thickness, as well as specialty products such as web stock, rim board, and oversized panels. The Applicants and the Subsidiaries have interests in three mills in Canada and two mills in the United States. Only one mill in Canada and one mill in the United States are presently operating as a result of the current reduced demand for OSB and other wood products.
4. The Applicants have two levels of primary secured debt. Each of The Toronto-Dominion Bank ("**TD**") and a related entity, Toronto Dominion (Texas) LLC ("**TD Texas**") is an agent (collectively, the "**First Lien Lenders' Agents**") for the first lien lenders (the "**First Lien Lenders**") which, as at May 31, 2009, were owed the principal amount of approximately US\$398.8 million (and accrued interest of approximately US\$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**"). The Bank of New York Mellon ("**BNY**") is the agent for the second lien lenders (the "**Second Lien Lenders**") which, as at May 31, 2009, were owed the principal amount of approximately US\$150 million (and accrued interest of approximately US\$42 million) pursuant to a credit agreement dated as of March 21, 2007, as amended by an agreement dated as of April 30, 2009 (the "**Second Lien Credit Agreement**"). Each of TD and TD Texas (collectively, the "**Second Lien Lenders' Agents**") was originally an agent for the Second Lien Lenders but has resigned and transferred its interests with respect thereto to BNY as the replacement agent for the Second Lien Lenders. Grant Holdings is in default under both the First Lien Credit Agreement and the Second Lien Credit Agreement.
5. The Applicants are not able to repay the First Lien Lenders and the Second Lien Lenders but have been working with both groups to develop a restructuring plan. Grant Forest engaged Goldman, Sachs & Co. ("**Goldman Sachs**") in October 2008 to canvass the market for potential investors and engaged Stonecrest Capital Inc. ("**Stonecrest**") as chief restructuring advisor (the "**CRA**") in December 2008.
6. The Applicants have been taking steps to reduce expenses. Grant Forest returned to GE Canada Leasing Services Company ("**GE Leasing**") two corporate aircraft that Grant

Forest had leased from GE Leasing. As a consequence of an alleged deficiency claim under the applicable master aircraft lease, GE Leasing brought an application for bankruptcy order dated March 17, 2009 against Grant Forest originally returnable on April 16, 2009. Grant Forest filed a notice disputing the application on April 9, 2009 and a hearing has been scheduled for July 6, 2009.

7. The Applicants are insolvent and require a stay of proceedings in order to provide them with the time required to formulate a restructuring plan.

OVERVIEW OF THE BUSINESSES

8. Grant Forest is a privately owned corporation which carries on an oriented strand board manufacturing business. It was founded by Peter Grant Sr. in 1980. With a total capacity to produce 3.7 billion square feet of OSB per annum, the Applicants and their Subsidiaries are the third largest OSB manufacturer in North America.

9. A brief description of each of the Applicants is as follows:

- (a) Grant Forest: Grant Forest is the main operating company in Canada and owns two mills located in Englehart and Timmins, Ontario and a 50% interest in one mill located in High Level, Alberta. Title to the mill in Alberta is held by Footner Forest Products Ltd., as bare trustee, and Grant Forest owns 50% of the shares of Footner Forest Products Ltd. Grant Forest owns real property in Ontario including the two mills, various woodlots, a golf course and a corporate office building under construction. Grant Forest also holds agreements and licences from the Minister of Natural Resources of the Province of Ontario with respect to the supply of wood. Grant Forest has a 99.99% partnership interest in Grant Holdings.
- (b) Alberta: Alberta is a wholly owned subsidiary of Grant Forest and has a 0.01% partnership interest in Grant Holdings as its only asset.
- (c) Sales: Sales is a wholly owned subsidiary of Grant Forest and purchases all of the OSB produced by Grant Forest at its Canadian mills and sells it to customers.

- (d) Grant Holdings: Grant Holdings is a Delaware general partnership. Grant Holdings' two partners are Grant Forest and Alberta. Grant Holdings directly owns all the issued common shares of Southeast Properties LLC and preferred limited partnership interests in Grant Allendale LP ("Allendale") and Grant Clarendon LP ("Clarendon"). Each of Allendale and Clarendon owns an OSB mill in South Carolina. They are not included as Applicants in these proceedings.
10. Because of the present market conditions and the reduced demand for OSB and other wood products, only two of the OSB mills, owned directly or indirectly by Grant Forest located in Englehart, Ontario and Allendale, South Carolina, are presently operating. Both the mill in Timmins, Ontario and the mill in High Level, Alberta are idle. The mill in Clarendon, South Carolina is a new mill which is substantially complete but has not yet been put into production.
 11. The ultimate shareholders of Grant Forest, through various holding companies, are Peter Grant Sr. and Twin Lakes Trust (a Grant family trust).
 12. Grant Forest's head office is located in leased premises in Brookfield Place, Toronto. Grant Forest has administrative offices in Earlton, Ontario and an IT support office in leased premises in Mississauga, Ontario. Sales has sales and marketing offices in Mississauga, Ontario which are leased by Grant Forest.
 13. Historically, the Applicants have benefited from a secure and abundant fibre supply, geographical diversification, proximity to key markets, direct-to-customer marketing strategy, large scale mills which take advantage of efficiency of operations and a strong and experienced management team. However, the recent economic slump and corresponding severe decrease in both demand and price for all building supplies, including OSB, when coupled with the debt incurred to fund the construction of the Allendale and Clarendon mills have contributed to the Applicants' current financial problems.

FINANCIAL SITUATION AND STAKEHOLDERS

14. Attached as Exhibit "B" are copies of the Applicants' financial statements, audited or unaudited, prepared during the year prior to the application made by the Applicants under the CCAA.

15. Prices for OSB have decreased dramatically since 2004. The annual average applicable per msf price for OSB each year from 2004 to 2008 was:

2004	US \$375.00
2005	US \$324.00
2006	US \$217.00
2007	US \$162.00
2008	US \$170.00.

The comparable price of OSB for the first quarter of 2009 was US \$155.00 and the comparable price currently is US \$138.00.

16. The annual consolidated sales of Grant Forest have accordingly also decreased substantially since 2004. The annual consolidated sales of Grant Forest in each of the years from 2004 to 2008 (in U.S. dollars) were:

2004	\$506 million
2005	\$420 million
2006	\$291 million
2007	\$160 million
2008	\$184 million.

17. In its 2007 and 2008 fiscal years, Grant Forest incurred consolidated losses of approximately Cdn. \$36 million and Cdn. \$216 million, respectively.
18. The Applicants and their Subsidiaries incurred total capital expenditures of approximately U.S. \$650 million from 2005 to 2008. These were primarily related to the construction of the Allendale and Clarendon mills and the updating of the Englehart and Timmins mills.
19. The Applicants' stakeholders include their secured creditors, trade creditors, other unsecured creditors, shareholders, employees, landlords and customers. Further details of these are set out below.

Secured Creditors

20. Summaries of the results of searches of registrations against the Applicants under the *Personal Property Security Act* (Ontario) as at April 1, 2009 and the *Personal Property Security Act* (Alberta) as at April 1, 2009 are attached hereto as Exhibits "C" and "D", respectively.
21. The interests of the primary secured creditors (the First Lien Lenders and the Second Lien Lenders) are described below.

First Lien Lenders

22. The First Lien Lenders were as at May 31, 2009 owed approximately US\$398.8 million principal and US\$5.3 million accrued interest pursuant to the First Lien Credit Agreement. Grant Forest and Grant Holdings are direct borrowers. In addition the Applicants were, as at May 31, 2009, liable to one or more of the First Lien Lenders in the total amount of approximately \$8,720,345 pursuant to interest rate swap agreements with them and such liability is also secured by their security.
23. Each of the Applicants which is not a direct borrower and each of the Subsidiaries (other than Grant Excluded GP) has guaranteed payment of such indebtedness and delivered to the First Lien Lenders' Agents security charging all its assets.
24. One of the First Lien Lenders' Agents delivered to Grant Forest or Grant Holdings notices dated April 17, 2009, May 20, 2009 and May 28, 2009 that defaults have occurred under the First Lien Credit Agreement.

Second Lien Lenders

25. The Second Lien Lenders are owed approximately US\$190 million pursuant to the Second Lien Credit Agreement. Grant Holdings is the sole direct borrower.
26. Each of the other Applicants and each of the Subsidiaries (other than Grant Excluded GP) has guaranteed payment of such indebtedness and delivered to the Second Lien Lenders' Agents security charging all its assets. TD and TD Texas have assigned their interests in

such security to their successor agent, BNY. Such security ranks subordinate to the security held by the First Lien Lenders' Agents.

Intercreditor Agreement

27. The First Lien Lenders' Agents and the Second Lien Lenders' Agents executed an Intercreditor Agreement dated as of March 21, 2007. Such agreement restricts certain rights of the Second Lien Lenders and the Second Lien Lenders' Agents from enforcing their security for a period of 180 days after receipt by Grant Holdings and TD, as agent for the First Lien Lenders, from the agent for the Second Lien Lenders of notice of an event of default under the Second Lien Credit Agreement or related documents and the intention of the Second Lien Lenders to exercise remedies with respect thereto.

GE Leasing

28. Grant Forest entered into a master aircraft lease agreement dated December 22, 1999 (and various lease schedules) with GE Leasing in respect of three aircraft, two of which (a 1992 Dassault Falcon 50 and a 1994 Dassault Falcon 900B) have not been sold by GE Leasing. As of March 31, 2009, Grant Forest ceased making payments under the lease. Grant Forest has returned these two remaining aircraft to GE Leasing. GE Leasing has issued a demand for payment of approximately US\$31.1 million.
29. As noted above, GE Leasing brought an application seeking a bankruptcy order against Grant Forest with respect to amounts GE Leasing is claiming under the lease.

Trade Creditors

30. A listing of the approximate total amounts of the trade accounts payable of each of the Applicants as of May 31, 2009 is attached as Exhibit "E". The approximate total amount owing by all the Applicants to their respective trade creditors as at May 31, 2009 was \$4.3 million. In addition there was approximately \$2.4 million owing to trade creditors which has been incurred but not billed.
31. The primary trade creditors of Grant Forest are log suppliers, log transportation providers and resin and wax suppliers.

32. I understand that many of the trade creditors which supply logs to Grant Forest may be entitled to assert a lien claim against such logs pursuant to the *Forestry Workers Lien for Wages Act*, R.S.O. 1990, c. F.28 (the "FWLWA"). Specifically, I understand that section 3 of the FWLWA states:

3(1) A person performing labour has a lien upon the logs or timber in connection with which the labour is performed for the amount due for such labour, and the lien has precedence over all other claims or liens thereon, except a claim or lien of the Crown for any dues or charges or that a timber slide company or any owner of a slide or boom may have thereon for tolls. R.S.O. 1990, c. F.28, s. 3 (1).

(2) A contractor who has entered into any agreement under the terms of which the contractor personally or by others in the contractor's employ have cut, removed, taken out or driven logs or timber, shall be deemed to be a person performing labour upon logs or timber within the meaning of this section, and such cutting, removal, taking out and driving shall be deemed to be the performance of labour within the meaning of this section. R.S.O. 1990, c. F.28, s. 3 (2).

33. In part because of such lien rights of the log suppliers, the form of the initial order being sought by the Applicants under the CCAA would permit the Applicants to make payments to a person or persons for the supply of logs or timber to Grant Forest prior to, on or after the date of the order.

Major Inter-Company Unsecured Indebtedness

34. Much of the principal amounts loaned by the First Lien Lenders and the Second Lien Lenders to Grant Holdings was loaned, through various transactions, to Allendale and Clarendon. Amounts loaned to Allendale were used by Allendale to construct its mill at Allendale, South Carolina and amounts loaned to Clarendon were used by Clarendon to construct its mill at Clarendon, South Carolina.
35. The indebtedness borrowed by Allendale to construct its mill is now owing by Allendale to Grant Excluded GP and evidenced by a grid note dated August 13, 2007 in the approximate principal amount of US\$295.5 million.

36. The indebtedness borrowed by Clarendon to construct its mill is now owing by Clarendon to Grant Excluded GP and evidenced by a grid note dated August 13, 2007 in the approximate principal amount of US\$227.2 million.
37. Each of Allendale and Clarendon has guaranteed payment of the indebtedness owing by Grant Holdings and, in the case of the First Lien Lenders, Grant Forest, to the First Lien Lenders and the Second Lien Lenders and has granted charges of all its assets (including its general partnership interest in Grant Excluded GP) to the First Lien Lenders' Agents and the Second Lien Lenders' Agents, respectively.
38. Grant Excluded GP has no material creditors and its activities are limited by agreements with the First Lien Lenders' Agents and the Second Lien Lenders' Agents.
39. Attached as Exhibit "G" is a summary of amounts owing by any of the Applicants or by any of the Subsidiaries to any of the other Applicants or other Subsidiaries as at May 31, 2009.

Shareholder Unsecured Indebtedness

40. Grant Forest is indebted to one of its shareholders, 1308406 Ontario Inc., in the total principal amount of \$50 million as evidenced by two notes dated December 6, 2004 in the respective principal amounts of \$40 million and \$10 million. Such indebtedness is unsecured and payable by Grant Forest to 1308406 Ontario Inc. on demand by 1308406 Ontario Inc. However 1308406 Ontario Inc. has provided postponement and subordination agreements to one of each of the First Lien Lenders' Agents and the Second Lien Lenders' Agent. Grant Forest is also indebted to Grant Forest Products Corp., the holder of preferred shares issued by Grant Forest, in the total amount of \$6,160,000 with respect to dividends declared in 2006 which have not been paid.

Employees

41. As of May 31, 2009, the Applicants had approximately 253 active employees (excluding employees who have been laid off temporarily in Alberta and Ontario), the details of which are set out below:

<u>Entity</u>	<u>Non-Union</u>	<u>Union</u>
Grant Forest	113	122
Alberta	0	0
Sales	18	0
Grant Holdings	0	0

The foregoing do not include employees of Allendale, Clarendon or Footner Forest Products Ltd..

42. Grant Forest and Sales use a payroll service, ADP Services, to pay their respective employees. The total amount of the bi-weekly payroll remitted to such service, including government remittances, is approximately Cdn. \$900,000. I understand that the government remittance obligations of Grant Forest and Sale related to payroll are current.
43. Grant Forest administers the following four pension plans registered with the Financial Services Commission of Ontario ("FSCO") for certain of its employees, former employees and their beneficiaries:
 - (a) Pension plan for the employees of Grant Forest, FSCO registration number 0940734, which is a defined contribution pension plan;
 - (b) Pension plan for the hourly employees of Grant Forest - Englehart Plant, FSCO registration number 1013044, which is a defined contribution pension plan;
 - (c) Pension plan for the hourly employees of Grant Forest - Timmins Plant, FSCO registration number 1048271, which is a defined contribution pension plan;
 - (d) Pension plan for the salaried employees of Grant Forest - Timmins Plant, FSCO registration number 1053008, which is a defined benefit pension plan; and
 - (e) Pension plan for certain executive employees of Grant Forest – FSCO registration number 0992537, which is a defined benefit pension plan.

The total amount of the monthly contributions of Grant Forest in respect of the three defined contribution pension plans is approximately \$112,514. Grant Forest contributes approximately \$322 each month to fund defined benefit pension plan No. 1053008 and approximately \$4,080 each month to fund defined benefit pension plan No. 0992537.

Contributions to the two defined benefit pension plans have been made in accordance with the actuarial valuation reports for each plan filed with FSCO. Monthly payments for all five registered pension plans are current and not in arrears.

44. Grant Forest provides supplemental executive retirement plan ("SERP") benefits to certain of its current and former executive employees. The SERP benefits are not provided under a registered pension plan. "Retirement Compensation Arrangement" (as defined under the Income Tax Act of Canada) accounts have been established with Canada Revenue Agency in connection with the SERP benefits.

Landlords

45. Grant Forest leases its head office at Brookfield Place in Toronto, the term of which expires on January 31, 2010, and a sales office in Mississauga, Ontario, from which Sales operates.
46. The total approximate amount of Grant Forest's monthly rent payments is \$49,500. Rents are payable monthly in advance. I understand that these rent payments are current.

Customers

47. The Applicants and the Subsidiaries have over 2,500 customers. No single customer accounts for more than 10% of total sales. Approximately 80% of these customers are retail lumber chains or buying groups which sell to member lumberyards and which in turn supply builders.

FOOTNER MILL AT HIGH LEVEL, ALBERTA

48. Grant Forest Products Corp. and Ainsworth Lumber Co. Ltd. signed a memorandum of agreement dated December 9, 1999 with respect to the construction and operation of an OSB mill at High Level, Alberta. Grant Forest acquired the interests of Grant Forest Products Corp. therein by an assignment agreement dated as of December 9, 1999. The mill is owned legally by Footner Forest Products Ltd., as bare trustee for the assignees of the parties to the memorandum of agreement. Grant Forest owns one-half of the issued common shares of Footner Forest Products Ltd. The mill is not currently operating as a result of low market demand for its products.

49. The memorandum of agreement dated December 9, 1999 contains a provision indicating that a co-owners' agreement will be entered into to govern the parties' involvement with respect to the mill and that such agreement will contain a shotgun buy/sell agreement in relation to the investments of the parties. The parties never entered into the co-owners' agreement.
50. Any use of a shotgun buy/sell arrangement during Grant Forest's CCAA restructuring period would likely disrupt the restructuring of Grant Forest and could be materially detrimental to the interests of Grant Forest's creditors and other stakeholders because Grant Forest is not in a position to finance a purchase of the other party's interests while Grant Forest is insolvent. Any exercise of any shotgun buy/sell right during the CCAA period could result in a material loss to Grant Forest and its stakeholders.

TAX REFUND SALES

51. By an agreement dated March 31, 2008, Peter Grant, Sr. agreed to purchase from Grant Forest:
- (a) part of Grant Forest's income tax refund in excess of \$45 million with respect to its income taxes paid for 2005 and 2006 (the "**Sold 2008 Refund**") for a purchase price of the Canadian dollar equivalent on March 31, 2008 of US \$10 million; and
 - (b) part of Grant Forest's income tax refund in excess of \$15 million with respect to its income taxes paid for 2006 (the "**Sold 2009 Refund**") for a purchase price of the Canadian dollar equivalent on January 2, 2009 of US \$10 million.

The purpose of the transaction was for Peter Grant, Sr. to provide cash to Grant Forest to improve Grant Forest's liquidity.

52. On or about March 31, 2008 the sale by Grant Forest to Peter Grant, Sr. of the Sold 2008 Refund was completed, Peter Grant, Sr. paid to Grant Forest the sum of Cdn. \$10,270,947 and the First Lien Lenders' Agents and the Second Lien Lenders' Agents discharged their respective security interests in the Sold 2008 Refund to facilitate such

sale. Grant Forest has paid the Sold 2008 Refund in the amount of Cdn. \$10,478,857 to Peter Grant, Sr.

53. As part of the transaction, Peter Grant, Sr. also paid to Grant Forest a deposit with respect to the Sold 2009 Refund of the sum of Cdn. \$10,270,947 on March 31, 2008. Grant Forest has not delivered to Peter Grant, Sr. the partial security discharges by the First Lien Lenders' Agents or the Second Lien Lenders' Agents and other documents pursuant to the agreement and is in default of its obligation to do so.

PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT

54. Because of their financial difficulties, the Applicants believe it is necessary for them to file for CCAA protection. The Applicants have begun work with the proposed monitor, Ernst & Young Inc. ("E&Y"), which expects to provide the Court with a preliminary report.
55. The Applicants intend to work with their advisors to develop and implement a restructuring plan if the Applicants are granted CCAA protection.

PROJECTED CASH FLOW

56. A copy of the Applicants' projected cash flow (the "**Cash Flow Projection**") for the period June 22, 2009 to September 27, 2009 is attached hereto as Exhibit "F".
57. The Cash Flow Projection indicates the Applicants do not require debtor-in-possession financing at this time.

MARKETING PROCESS

58. Grant Forest intends, with the approval of the First Lien Lenders' Agents and subject to the approval of the Court, to enter into an engagement agreement with an investment offering advisor (the "**Investment Offering Advisor**"). The agreement will appoint the Investment Offering Advisor to assist Grant Forest *inter alia* to elicit letters of intent with respect to the refinancing or recapitalization of Grant Forest and its subsidiaries or the sale of their assets in accordance with the investment offering protocol attached as

Exhibit "H". I believe that the process set out in the protocol will elicit expressions of interest which will facilitate Grant Forest's decision to complete a restructuring, recapitalization or sale which will optimize the returns for the Applicants' creditors and other stakeholders.

INITIAL CCAA ORDER SOUGHT

Need for a Stay of Proceedings

59. Because of the Applicant's financial difficulties and the bankruptcy application brought by GE Leasing, a stay of proceedings is essential for the continued operations of the Applicants' businesses. Such stay would create the necessary environment to allow the Applicants to develop and implement a restructuring plan.
60. Stability is necessary to facilitate on-going customer, supplier and employee support critical to a successful reorganization of the Applicants' businesses.

Need for a Chief Restructuring Advisor

61. Because of the challenges facing the Applicants, on December 12, 2008 Grant Forest retained Stonecrest Capital Inc. to assist it with its restructuring. Since then Stonecrest Capital Inc., and specifically Hap Stephen and Sandra Rosch, have worked with Grant Forest in this regard. Grant Forest is currently negotiating an amended engagement letter (the "CRA Engagement Letter") with Stonecrest Capital Inc which, I am hopeful, will be completed and presented to the Court for approval. I anticipate the CRA Engagement Letter will engage Stonecrest Capital Inc. to provide services to Grant Forest and Grant Holdings in connection with the development and implementation of a restructuring plan and to advise and assist Grant Forest and Grant Holdings with their negotiations with creditors and other stakeholders.
62. Because there will be many issues related to the CCAA proceedings and the development and implementation of the Applicants' restructuring plan, I believe that it is necessary that the Applicants have the assistance of the CRA.
63. There are a large number of stakeholders with varying interests and many issues which will need to be addressed quickly given the financial circumstances the Applicants are

facing. I believe the engagement of the CRA is critical to moving the restructuring process forward effectively. In addition, the CRA will have the independence and the objectivity necessary to facilitate the restructuring process.

64. The form of the order sought by the Applicants contains provisions authorizing the continuation of the appointment of the CRA pursuant to the CRA Engagement Letter and providing for an indemnification and charge relating to the fees and expenses of the CRA. Such charge is part of the Administration Charge described below.

Payment of Professional Fees and the Administration Charge

65. I believe it is in the interests of the Applicants and their stakeholders that the CRA, the Applicants' legal advisors, the Monitor, the Monitor's legal advisors, the legal advisors to Grant Forest's board of directors and the legal advisors to the First Lien Lenders' Agents assist throughout this process. Consequently, it is necessary to continue to pay their reasonable fees and disbursements, whether incurred before, on or after the date of the initial CCAA order requested by the Applicants and to provide the Monitor and such advisors with a first ranking charge in the total amount of \$2,000,000 (the "Administration Charge") of all assets of the Applicants as security for all amounts now or hereafter owing by the Applicants to them.

KERP Charge

66. On December 19, 2008, Grant Forest entered into a key employee retention agreement (the "KERP Agreement") with me. The agreement was approved by the board of directors of Grant Forest before it was signed and was provided in recognition of my role as the principal officer of Grant Forest assigned the task of guiding the Applicants through the CCAA process and their restructuring. Such agreement provides for the payment by Grant Forest to me of an amount equivalent to three times base salary upon any of the Termination Events (as defined in the KERP Agreement) for a total maximum payment of \$1,134,000.
67. The KERP Agreement required Grant Forest to provide me with a letter of credit or cash deposit in such amount as security. Because of the financial condition of Grant Forest, it

has been unable to do so and, accordingly, Grant Forest and I entered into an amendment agreement dated as of April 1, 2009 which requires Grant Forest to seek, in the initial CCAA order, a charge (the “**KERP Charge**”) of the assets of the Applicants in the amount of \$1,134,000 as security for payment of the amounts hereafter owing by Grant Forest to me under the KERP Agreement. The amendment agreement provides that such charge will have the same priority as the directors’ charge. Copies of the KERP Agreement and such amendment agreement are attached as Exhibit “I” hereto.

Directors’ Charge

68. The Applicants wish to retain their current directors and officers to assist the Applicants during the uncertainties of the restructuring period with the development and implementation of their restructuring plan. The current directors of Grant Forest (other than Peter Grant Sr. and Peter Grant Jr.) do not own any shares or other ownership interests in any of the Applicants.
69. A charge (the “**Directors’ Charge**”) of the Applicants’ assets in favour of the directors and officers of the Applicants is required in order to provide a level of protection to the directors and officers of the Applicants with respect to liabilities imposed on individuals in their capacities as directors or officers of a corporation. The directors and officers of the Applicants require the protection afforded by the Directors’ Charge due to the uncertainty created by the filing of these proceedings. The Applicants are requesting that the Directors’ Charge rank second in priority, directly behind the Administration Charge and *pari passu* with the KERP Charge.

U.S. Subsidiaries

70. All trade payables of Allendale and Grant US Sales Inc. (“**US Sales**”) are current and Grant Forest believes that sufficient revenues will be generated by Allendale and US Sales during the restructuring period to continue to pay their trade payables when due in the ordinary course. Clarendon has not yet started production at its mill. None of Southeast Properties LLC, Grant Newco LLC or Grant Excluded GP has any trade payables. Accordingly, Grant Forest does not intend to cause any of the Subsidiaries to make filings under the U.S. Bankruptcy Code unless such filings become necessary in the

future. Grant Forest is hopeful that this will simplify the Applicants' restructuring and reduce expenses.

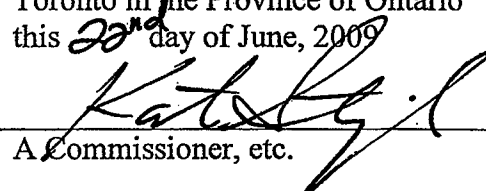
71. Grant Forest intends to cause each of Allendale and US Sales to continue to carry on its business and to cause Clarendon to continue to maintain its mill in the ordinary course in the same manner as it has in the past. Grant Forest believes that sufficient revenues will be generated by Allendale and US Sales to finance the continuation of their businesses in the ordinary course. Grant Forest and Grant Holdings are prepared, in the event any additional funds are required by any of Allendale, US Sales or Clarendon, to lend such funds to it provided the Monitor consents to such loans. Each of Allendale, US Sales and Clarendon has guaranteed payment of all indebtedness of Grant Holdings (and, in the case of the First Lien Lenders, Grant Forest) to the First Lien Lenders and the Second Lien Lenders and charged all its existing and after-acquired assets as security for such guarantee obligations. Accordingly, any amounts loaned to Allendale, US Sales or Clarendon (and all proceeds thereof) would be charged by such security. Therefore Grant Forest believes it is unnecessary for Allendale, US Sales or Clarendon to provide security to Grant Forest or Grant Holdings as security for any such loans.

CONCLUSION

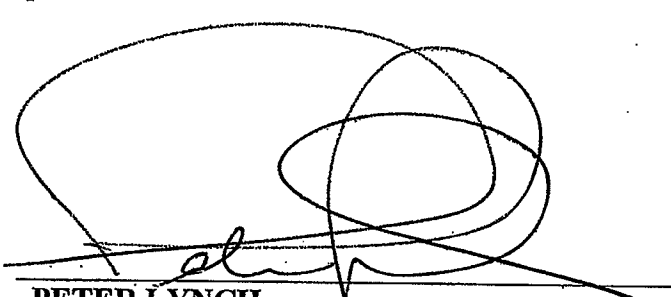
72. The Applicants believe that their core businesses and operations are viable and that, if they are provided with a reasonable period of protection, they will be in a position to develop and implement a restructuring plan to maximize value for their stakeholders and preserve jobs for Grant Forest's and Sales' employees.

73. I swear this affidavit in support of the Applicants' application for an order under the CCAA and for no other or improper purpose.

SWORN before me at the City of
Toronto in the Province of Ontario
this 20th day of June, 2009

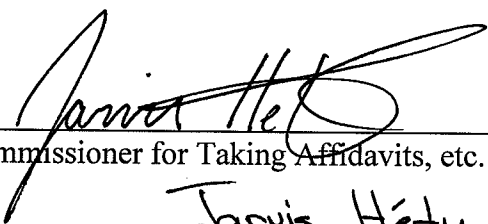

A Commissioner, etc.

KATE STIGLEX


PETER LYNCH

TAB C

Exhibit "C" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.

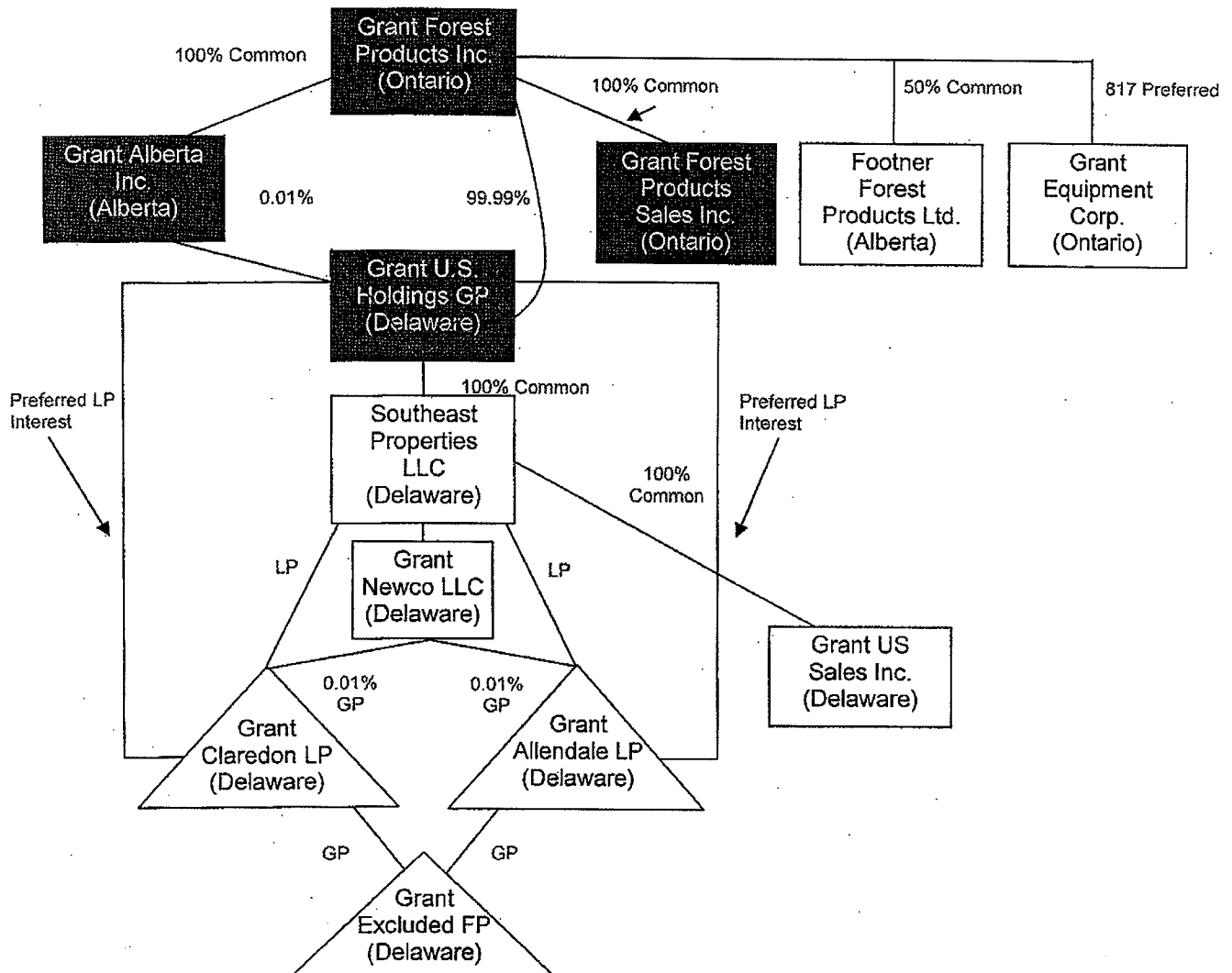


Commissioner for Taking Affidavits, etc.

Jarvis Hétu

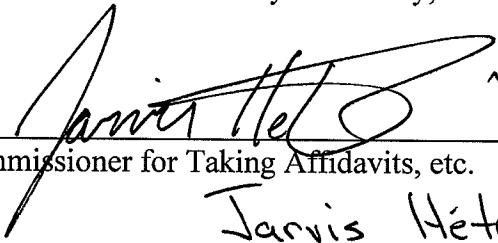
Organizational Structure of the Applicants and the Subsidiaries

June 1, 2009



TAB D

Exhibit "D" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.



Commissioner for Taking Affidavits, etc.

Jarvis Hétu

Extract from the minutes of a meeting of an informal committee of the independent directors (the **"Independent Directors Committee"**) of Grant Forest Products Inc. (the **"Corporation"**) held on January 5, 2010

It was noted that:

1. the Corporation and its affiliates have proceeded to implement Phase I and Phase II of a marketing process for all the Corporation's core properties and businesses held directly or indirectly by it;
2. such marketing process was conducted in accordance with the various court orders binding upon the Corporation under the *Companies' Creditors Arrangement Act* proceedings (the **"CCAA Proceedings"**) applicable to the Corporation;
3. although various bids were received for some or all of the Corporation's directly or indirectly held properties and assets, the bid which was viewed by the advisors to the Corporation and by its management as being superior (notwithstanding that it was for less than all of such properties and assets) was one received from Georgia Pacific LLC and related entities (collectively **"GP"**);
4. the Independent Directors Committee has, through the Corporation's management and professional advisors, sought to enhance the terms of such bid and has come to the view, after careful consideration and after considering the reports of management and its professional advisors as well as the views of the Court appointed monitor and the Court appointed Chief Restructuring Advisor under the CCAA Proceedings, that, subject to Court approval under the CCAA Proceedings, it is appropriate in all the circumstances for the Corporation (i) to accept the bid on its present terms from GP, such terms having been more particularly described to the Independent Directors Committee in detail and to be reflected in a sixth report of the monitor to be filed with the Court under the CCAA Proceedings and (ii) to implement the transaction of purchase and sale contemplated thereby;

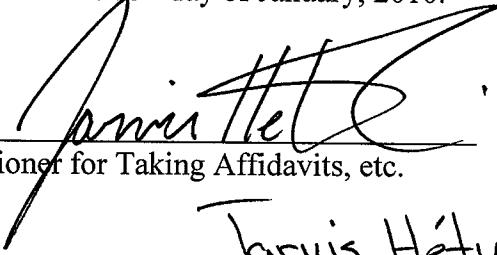
Following a discussion of the members of the Independent Directors Committee it was unanimously agreed that:

1. the Corporation agree to sell certain of the properties and assets directly or indirectly held by it to GP in accordance with and on the present terms and conditions contemplated by the bid from GP;
2. the Corporation's management and advisors be authorized and directed to negotiate and settle the terms of an agreement of purchase and sale and such other closing documents as may be necessary or desirable in order to implement such bid;
3. Peter Lynch be authorized and directed to execute and deliver such agreement of purchase and sale and such other closing documents, in such form as he may deem appropriate in order to give effect to the provisions of this resolution such that any such agreement of purchase and sale or other document, when so executed and delivered, shall

be a document authorized by this resolution and shall be the legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms

4. Peter Lynch and/or such other officer(s) of the Corporation as he may deem appropriate be authorized and directed to do all such other acts and things and enter into all such other instruments and take all such steps as may be necessary or desirable to give effect to this resolution including, without limitation, in order to close the transaction of purchase and sale with GP.”

Exhibit "E" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.



Commissioner for Taking Affidavits, etc.

Jarvis Hétu

Grant US Sales Inc.
Unconsolidated Balance Sheet
US \$
As at June 30, 2009

Cash and Cash Equivalents	347,803
Accounts Receivable	6,912,260
Inventory	403,674
Current Assets	7,663,737

Assets	7,663,737
---------------	------------------

Trade Payables and Accruals	431,082
Payroll Accruals	5,153
Income Tax Payable (Receivable)	(614,068)
Current Liabilities	(177,833)

Due from Assoc. Co's	7,801,173
Liabilities	7,623,340

Opening Retained Earnings	510,066
Adjustment due to adoption of CICA HB S.	(231,506)
Net Loss (July 1, 2008- June 30, 2009)	(238,164)
Retained Earnings	40,396

Equity	40,396
---------------	---------------

Liabilities & Shareholder's Equity	7,663,737
---	------------------

Grant US Sales Inc.
Unconsolidated
Income Statement
US \$
For the year ended June 30, 2009

Revenues	213,916
Total Cost of Operations	<u>(618,463)</u>
Earnings from Operations	832,379
Selling, General & Administrative	1,061,965
EBITDA	<u>(229,586)</u>
Interest Expense	6,281
Foreign Exchange Loss (Gain)	<u>2,297</u>
	8,579
Income Before Taxes	(238,164)
Net Loss	<u><u>(238,164)</u></u>

Grant US Sales Inc.
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Loss	(238,164)
Items not affecting cash	-
Net change in non-cash working capital	(941,826)
	<u>(1,179,990)</u>

Investing Activities

Additions to capital assets	-
Increase in other assets	(231,506)
	<u>(231,506)</u>

Financing Activities

Increase in loans	-
	<u>-</u>

Increase (decrease) in cash and cash equivalents **(1,411,496)**

Cash and cash equivalents, beginning of year	<u>1,759,299</u>
Cash and cash equivalents, end of year	<u><u>347,803</u></u>

Grant Allendale LP
Unconsolidated Balance Sheet
US \$
As at June 30, 2009

Accounts Receivable	11,693
Inventory	7,972,224
Prepaid Expenses	1,301,796
Current Assets	9,285,713

Investment in Excluded GP	295,514,248
Long Term Assets	295,514,248

Fixed Assets	280,593,138
A/D Fixed Assets	(20,116,375)
Construction in Progress	2,450,400
Fixed Assets	262,927,163

Assets	567,727,123
---------------	--------------------

Bank indebtedness	135,799
Trade Payables and Accruals	3,861,224
Payroll Accruals	283,834
Income Tax Payable (Receivable)	(4,404)
Current Liabilities	4,276,453

Due to Associated Co's	90,871,151
------------------------	------------

Loan Payable - Excluded GP	295,514,191
Long Term Liabilities	295,514,191

Liabilities	390,661,796
--------------------	--------------------

Limited Partner's capital	36,939,274
Preferred Partner's capital	295,514,191
General Partner's capital	100

Opening RE	(83,177,169)
Adjustment due to adoption of CICA HB S. 3064	(16,629,450)
Net loss (July 1, 2008- June 30, 2009)	(55,581,619)
Closing Retained Earnings	(155,388,238)

Equity	177,065,327
---------------	--------------------

Liabilities & Shareholder's Equity	567,727,123
---	--------------------

Grant Allendale LP
Unconsolidated
Income Statement
US \$
For the year ended June 30, 2009

Revenues	69,565,538
Total Cost of Operations	<u>77,259,024</u>
Loss from Operations	(7,693,486)
 Financial Expense (Income)	 846,399
Selling, General & Administrative	<u>846,399</u>
EBITDA	(8,539,885)
 Interest Expense	 26,226,795
Interest Income	(18,709)
Foreign Exchange Loss (Gain)	531,771
Depreciation	13,499,533
Amortization of Deferred Startup Costs	<u>6,802,343</u>
	47,041,734
 Loss Before Taxes	 (55,581,619)
 Net Loss	 <u><u>(55,581,619)</u></u>

Grant Allendale LP
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Loss	(55,581,619)
Items not affecting cash	20,302,000
Net change in non-cash working capital	<u>44,173,597</u>
	8,893,978

Investing Activities

Additions to capital assets	(7,323,672)
Increase in other assets	(1,432,566)
	<u>(8,756,238)</u>

Financing Activities

Increase in loans	<u>-</u>
	-

Increase (decrease) in cash and cash equivalents **137,740**

Cash and cash equivalents, beginning of year	<u>(273,539)</u>
Cash and cash equivalents, end of year	<u><u>(135,799)</u></u>

Grant Clarendon LP
Unconsolidated Balance Sheet
US \$
As at June 30, 2009

Inventory	2,798,664
Prepaid Expenses	605,632
Current Assets	3,404,296
Investment in Excluded GP	227,207,172
Long Term Assets	227,207,172
Construction in Progress	276,301,167
Fixed Assets	276,301,167
Assets	506,912,635
Liabilities	
Current Liabilities	
Bank indebtedness	10,547
Trade Payables and Accruals	2,527,985
Payroll Accruals	3,598
Current Liabilities	2,542,130
Due to Assoc. Co's	90,759,581
Loan Payable- Excluded GP	227,207,129
Long Term Liabilities	227,207,129
Liabilities	320,508,841
Limited Partner's Capital SE	28,400,890
General Partner's Capital Newco	100
Preferred Partner's Capital Holdings	227,207,129
Opening RE	(35,796,014)
Adjustment due to adoption of CICA HB S. 3064	(12,443,738)
Net Loss (July 1, 2008- June 30, 2009)	(20,964,573)
Retained Earnings	(69,204,325)
Equity	186,403,794
Liabilities & Shareholder's Equity	506,912,635

Grant Clarendon LP
Unconsolidated
Income Statement
US \$
For the year ended June 30, 2009

Sales	0
Total Cost of Operations	<u>1,226,407</u>
Loss from Operations	(1,226,407)
EBITDA	<u>(1,226,407)</u>
Interest Expense	19,738,930
Interest Income	<u>(765)</u>
	19,738,166
Income Before Taxes	(20,964,573)
Net Loss	<u><u>(20,964,573)</u></u>

Grant Clarendon LP
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Loss	(20,964,573)
Items not affecting cash	-
Net change in non-cash working capital	<u>25,980,598</u>
	5,016,025

Investing Activities

Additions to capital assets	(3,547,969)
Increase in other assets	(1,421,312)
	<u>(4,969,281)</u>

Financing Activities

Increase in loans	-
	<u>-</u>

Increase (decrease) in cash and cash equivalents **46,744**

Cash and cash equivalents, beginning of year **(57,291)**
Cash and cash equivalents, end of year **(10,547)**

Grant Excluded GP
Unconsolidated Balance Sheet
US \$
As at July 3, 2009

Cash and Cash Equivalents	100
Due from Assoc. Co's	91,775,078
Current Assets	91,775,178
Loan Receivable - Allendale	295,514,191
Loan Receivable- Clarendon	227,207,129
Long Term Assets	522,721,320
 Assets	 614,496,498
Payables and Accruals	2,500
Current Liabilities	2,500
 Liabilities	 2,500
Partner's capital - Allendale	295,514,247
Partner's capital - Clarendon	227,207,172
Opening Retained Earnings	45,809,079
Net income July 1- June 30/09	45,963,500
Ending Retained Earnings	91,772,579
 Equity	 614,493,998
 Liabilities & Shareholder's Equity	 614,496,498

**Grant Excluded GP
Income Statement
US \$
For the year ended July 3, 2009**

Sales	0
Admin & Exec expense	2,500
Selling, General & Administrative	<u>2,500</u>
EBITDA	(2,500)
Interest Income	(45,966,000)
Income Before Taxes	<u>45,963,500</u>
Net Income	<u><u>45,963,500</u></u>

Grant Excluded GP
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Income	45,963,500
Items not affecting cash	-
Net change in non-cash working capital	<u>(45,963,500)</u>

-

Investing Activities

Additions to capital assets	-
Increase in other assets	-

-

Financing Activities

Increase in loans	-
-------------------	---

-

Increase (decrease) in cash and cash equivalents

-

Cash and cash equivalents, beginning of year	<u>100</u>
Cash and cash equivalents, end of year	<u><u>100</u></u>

Grant Newco LLC
Unconsolidated Balance Sheet
US \$
As at June 30, 2009

Due from Assoc. Co's	200
Assets	200
Bank indebtedness	100
Liabilities	100
Common Shares	100
Liabilities & Shareholder's Equity	200

Grant Newco LLC
Unconsolidated
Income Statement
US \$
For the year ended June 30, 2009

Sales	0
Total Cost of Operations	0
Selling, General & Administrative	0
Net Income	0

Grant Newco LLC
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Income	-
Items not affecting cash	-
Net change in non-cash working capital	-
	-

Investing Activities

Additions to capital assets	-
Increase in other assets	-
	-

Financing Activities

Increase in loans	-
	-

Increase (decrease) in cash and cash equivalents	-
---	----------

Cash and cash equivalents, beginning of year	(100)
Cash and cash equivalents, end of year	(100)

Southeast Properties LLC
Unconsolidated Balance Sheet
US \$
As at June 30, 2009

Cash and Cash Equivalents	2,150,900
Due from Assoc. Co's	42,493,120
Current Assets	<u>44,644,020</u>
Investment in Newco LLC	100
Investment in Allendale LP	34,213,272
Investment in Clarendon LP	26,304,670
Long Term Assets	<u>60,518,042</u>
Assets	<u><u>105,162,062</u></u>
Income Tax Payable (Receivable)	(25)
Current Liabilities	<u>(25)</u>
Liabilities	<u>(25)</u>
Stated Capital	60,517,943
Opening RE	44,651,834
Net loss (July 1, 2008- June 30, 2009)	(7,690)
Closing Retained Earnings	<u>44,644,144</u>
Equity	<u>105,162,087</u>
Liabilities & Shareholder's Equity	<u><u>105,162,062</u></u>

Southeast Properties LLC
Income Statement
US \$
For the year ended June 30, 2009

Sales	0
Total Cost of Operations	0
Selling, General & Administrative	7,690
EBITDA	(7,690)
Income Before Taxes	(7,690)
Net Loss	(7,690)

Southeast Properties LLC
Unconsolidated Statement of Cash Flows
For the year ended June 30, 2009
US \$

Operating Activities

Net Loss	(7,690)
Items not affecting cash	-
Net change in non-cash working capital	442,690
	<u>435,000</u>

Investing Activities

Additions to capital assets	-
Increase in other assets	-
	<u>-</u>

Financing Activities

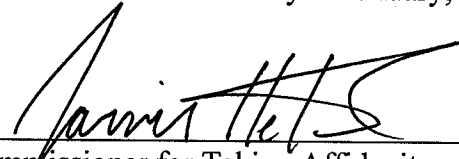
Increase in loans	
	<u>-</u>

Increase (decrease) in cash and cash equivalents **435,000**

Cash and cash equivalents, beginning of year	<u>1,715,900</u>
Cash and cash equivalents, end of year	<u><u>2,150,900</u></u>

TAB F

Exhibit "F" to the Affidavit of Hap Stephen,
sworn before me this 15th day of January, 2010.



Commissioner for Taking Affidavits, etc.

Jarvis Héty

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																
OSB 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
Total Receipts		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
Disbursements																
Payables-Wood	3	(442)	(610)	(251)	(479)	(560)	(479)	(485)	(375)	(329)	(481)	(481)	(481)	(481)	(481)	(6,415)
Freight	4	(144)	(120)	(120)	(120)	(120)	(120)	(120)	(149)	(149)	(130)	(130)	(130)	(130)	(109)	(1,788)
Other Payables	5	(465)	(614)	(553)	(442)	(439)	(574)	(569)	(568)	(639)	(688)	(438)	(385)	(492)	(719)	(7,583)
Payroll	6	(419)	-	(419)	-	(531)	-	(638)	-	(550)	-	(438)	-	(550)	-	(3,545)
Utilities & Fuel	7	(186)	(452)	(15)	(12)	(15)	(583)	(15)	(15)	(11)	(430)	(197)	(12)	(12)	(450)	(2,405)
SG&A	8	(875)	(10)	(68)	(150)	-	(359)	-	(89)	-	-	-	-	-	-	(1,551)
Restructuring Costs	9	(38)	(38)	(38)	(38)	(25)	(25)	(25)	(89)	(38)	(38)	(38)	(38)	(13)	(13)	(425)
Total Disbursements		(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)
Net Weekly Cash Flows		(1,213)	19	(157)	66	(383)	(833)	(495)	135	(21)	(71)	(194)	482	(150)	(244)	(3,058)
Inter-Company Transfers:																
Transfer from (to) Original Applicants	10	-	-	-	-	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 (the "Applicants")

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF HAP STEPHEN
(Sworn January 15th, 2010)

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Holdings GP*

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

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PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

(Motion Returnable February 1, 2010)

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